Convergence and Divergence: Comparative Analysis of Procedural Rule Changes of the Hong Kong and Singapore International Arbitration Centers within the Framework of Neo-Institutional Theory

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CONVERGENCE AND DIVERGENCE: COMPARATIVE ANALYSIS OF PROCEDURAL RULE CHANGES OF THE HONG KONG AND SINGAPORE INTERNATIONAL ARBITRATION CENTERS WITHIN THE FRAMEWORK OF NEO-INSTITUTIONAL THEORY

by

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A dissertation submitted in partial fulfillment of the requirements for the degree of

Doctor of Philosophy

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ABSTRACT

International commercial arbitration (ICA) plays an essential role in resolving disputes between companies engaged in complex, cross-border business transactions. It offers an efficient, neutral, and enforceable mechanism for resolving disputes across different legal and cultural backgrounds. ICA is generally conducted at international arbitration centers located throughout the world. According to the extant literature, there is convergence of procedural rules among these centers. Sabharwal and Zaman (2014), for example, claim increasing convergence of procedural rules among all the major arbitration centers. Similarly, Sharma (2021) proposes that this convergence helps build the international arbitration system. However, there is a near absence of references to divergence of procedural rules.

Over the past decade, the Hong Kong International Arbitration Centre (HKIAC) and the Singapore International Arbitration Centre (SIAC) have risen to become leading global arbitration centers in the world. They share many similar characteristics across multiple dimensions, including geographic proximity and location in cities with a common Chinese cultural influence that were formerly British colonies. For my study, I examine patterns of possible convergence and/or divergence between these two centers’ procedural rules from the time of their founding to the present. The significance of this study is that I could confirm whether the extant literature’s reference to growing convergence among arbitration centers is equally applicable to two rising arbitration centers.

The framework through which I examine possible patterns of convergence and/or divergence is neo-institutional theory. Under this theory, organizations in any given field become homogenous over time through three possible mechanisms: coercive isomorphism,
mimetic isomorphism, and normative isomorphism. My research design and methodology involve the use of comparative case studies and qualitative content analysis to compare the procedural rules of HKIAC and SIAC across three timeframes. A synthesis of three analyses shows a possible trend towards divergence of procedural rules between HKIAC and SIAC. Annual reports from both centers provide possible explanations for the divergence, as well as a few theories focusing on competition between similar organizations.

Results of my research have a number of policy implications, including empirical evidence for judicial system review, global leadership competency, future East-West tensions, and organizational competition assessment.
DEDICATION

I dedicate this dissertation to former teachers and professors who have been inspirational in my academic journey, paving the way for me to be inquisitive and seek educational excellence.
ACKNOWLEDGMENTS

I wish to thank my committee members for their guidance and continued support throughout my academic journey. In particular, Hans’ ability to identify issues that enabled me to better design and continuously improve my study, Marcus’ multiple feedback regarding applicability of potential theories, and Leslie’s creative inputs all came together to help me complete the arduous research process and achieve my educational goals.

I also want to acknowledge the supportive environment at SOLES that has enabled me to thrive academically and professionally, particularly opportunities for me to work as a graduate assistant in the Department of Counseling & Marital and Family Therapy; as a research assistant at the Center for Restorative Justice; and finally, as a Study Abroad Manager at the Global Center.
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CHAPTER ONE
INTRODUCTION TO THE STUDY

International commercial arbitration (ICA) plays an essential role in resolving disputes between companies engaged in complex, cross-border business transactions. ICA offers an efficient, neutral, and enforceable mechanism for resolving disputes across different legal and cultural backgrounds. Compared to national legal courts and traditional litigation, it features a range of possible advantages explaining its growing popularity, including better enforceability, greater confidentiality, more specialized expertise, and a greater chance to resolve disputes in an efficient and amicable way (Moses, 2017).

ICA is now widely used around the world as a means of dispute resolution (Garnett et al., 2000; O’Neill, 2012). It is perceived very positively (Goldštajn, 1989; Michaels, 2014) and has grown in popularity in recent years, averaging roughly 6,000 new cases per year between 2014 and 2022 (The Business Disputes Register, 2024). ICA is projected to continue growing into the future (Mistelis, 2011; Vial, 2017). The geographic area that will see the biggest growth in ICA in the coming years is East Asia. Specifically, “while the traditional arbitration institutions and arbitration sites [in Western countries] will continue to get their share of arbitration, more dramatic areas of growth can be seen in those regions of the world where arbitration has a shorter history: The Pacific Rim, Southeast Asia, and China” (Craig, 2016, p. 756).

My research topic involves comparing the procedural rules of two leading international arbitration centers in the world – the Hong Kong International Arbitration Centre (HKIAC) and the Singapore International Arbitration Centre (SIAC). More specifically, I investigate two research questions:
(1). Have the procedural rules of HKIAC and SIAC displayed patterns of convergence and/or divergence over time?

(2). How might annual reports from HKIAC and SIAC help explain possible patterns of convergence and/or divergence between the two centers’ procedural rule development?

For my study, I examine patterns of possible convergence and/or divergence between HKIAC’s and SIAC’s procedural rules from the time of their founding until the present. According to the extant literature, there is convergence of procedural rules among international arbitration centers. For example, Sabharwal and Zaman’s (2014) study found convergence in the areas of emergency arbitrators, treatment of third parties, and regulating efficiencies among leading arbitration centers in the world. Similarly, Sharma (2021) proposes that this procedural rule convergence among global arbitration centers helps build the international arbitration system. For my study, I want to see if the procedural rules of HKIAC and SIAC are converging in accordance with the extant literature.

The significance of my study is that findings could be viewed in reference to the extant literature’s predominant claim of convergence among arbitration centers; findings of convergence could further bolster the literature while findings of divergence may spur interest in its reevaluation. In addition, even though the extant literature primarily references convergence of procedural rules among global arbitration centers, the literature is unclear on how such convergence was measured. A further significance of my study, therefore, is that findings could shed light on best approaches associated with measuring procedural rule convergence and diverge among arbitration centers of the world.

My pursuit of this topic stems from my academic training in law (recipient of JD and LLM degrees) as well as interest in the Asia-Pacific region. I was born in Vietnam.
and as an undergraduate, I studied abroad in South Korea for one year and developed a second major titled, “Asia-Pacific Economic and Diplomatic Relations.” This past summer, I spent 10 weeks learning intensive Japanese at a dedicated Japanese language school and intend to pursue a career involving the Asia-Pacific region.

**Background**

The broad umbrella under which my research topic falls is arbitration, which can be defined as “a binding, nonjudicial, and private means of settling disputes based on an explicit agreement by the parties involved in a transaction. Such an agreement is typically embodied in the terms of a contract between the parties” (Mattli, 2001, p. 920). Key to this definition is the idea that parties can go outside the traditional court system to resolve their dispute. A typical arbitration involves two parties who agree to settle their dispute privately with the help of a neutral third party whose decision is binding.

Arbitration has gained popularity in many parts of the world due to a number of advantages it has over court litigation. The court system may not be an attractive option to resolve disputes because of such reasons as the expensive nature of litigation (Collier & Lowe, 1999; O’Neill, 2012), the long trial process (Bhatia et al., 2012; Carneiro et al., 2014), the publicity of litigation (Carneiro et al., 2014; Garnett et al., 2000), and the potential bias against parties from outside the jurisdiction (Garnett et al., 2000; Hunter et al., 1993). Arbitration is not constrained by these limitations and instead allows parties to resolve their disputes promptly (Palmer & Roberts, 1998; Rubino-Sammartano, 2001), confidentially (Carneiro et al., 2014; Garnett et al., 2000), and at minimal costs (Born, 1999; Palmer & Roberts, 1998) without the possibility of lengthy appeals (Bhatia et al., 2012; Carneiro et al., 2014). Other notable advantages of arbitration over litigation
include the ability of parties to choose *arbitrators who are experts in the industry* as well as its *less adversarial nature* so that “parties can work toward future cooperative relationships” (Ho, 1997, p. 203). However, arbitration does have some drawbacks, including limited use of evidence and discovery methods that are normally available in court litigation (Ho, 1997) as well as a lack of coercive powers by arbitrators to penalize a party for failure to comply with a tribunal request. Whereas “a court … can impose a fine for contempt if a party does not comply with a court order … [a]rbitrators, on the other hand, cannot impose penalties…” (Moses, 2017, p. 5).

Arbitration was first adopted during the Middle Ages by European merchants who used an informal system of laws to govern their contractual relations outside the traditional court system (Garnett, 2002; Michaels, 2007). As is the case today, these medieval traders were attracted to a system that allowed for flexibility and speediness of process relative to the courts (Macassey, 1938) and which could be overseen by peers familiar with the merchant trade (Trakman, 2003). Arbitration subsequently expanded to many other parts of the world, including the New World (Chase, 2005; Palmer & Roberts, 1998). Arbitration has continued to gain popularity and is today practiced throughout many parts of the world (Kaufmann-Kohler, 2003).

Arbitration can be used in different settings, such as in consumer and employment situations, to settle disputes between parties. For my research, I am focusing on ICA, which involves arbitration between companies located in different countries. The term “commercial” within ICA “covers activities such as sale of goods, distribution agreements, commercial representation of agency, leasing, consulting, transportation, construction work, joint ventures, and other forms of industrial or business cooperation” (Mattli, 2001, p. 921).
“Arbitration centers” are the physical location where the arbitration takes place. There are currently 187 arbitration centers worldwide. In general, when two parties enter into a commercial contract, they can negotiate an arbitration clause into the contract that dictates how and where the parties would administer the arbitration should a dispute arise in the future (Blackaby et al., 2015; Moses, 2017). For example, both parties could select which arbitration center to administer the arbitration. Sharma (2021) suggests that arbitration centers play an important role in helping to create an international arbitration system through convergence of procedural rules. Over the past decade, HKIAC and SIAC have risen to become leading global arbitration centers in the world, on par with traditionally more established centers such as those based in Paris, London, and New York.

**Overview of HKIAC and SIAC**

HKIAC and SIAC are two highly regarded international arbitration centers in the world, the former founded in 1985 and the latter in 1991. They share many similar characteristics across multiple dimensions, including (1) geographic proximity (East and Southeast Asia); (2) location in cities (Hong Kong and Singapore) with a common Chinese cultural influence that were formerly British colonies; (3) high level of recognition within the ICA industry; (4) amount and types of cases they administer, and (5) mutual competition. The level of similarity in caseload management and multinational party representations between the two centers is apparent. For example, in 2013, HKIAC handled 260 new arbitration cases while SIAC handled just one less, 259. And in 2015, both centers administered the exact number of new cases, 271. Besides having similar caseloads, both centers cater to very similar numbers of international parties. For example, in 2015, 79% of HKIAC’s cases and 84% of SIAC’s cases consisted of international parties, a difference of
just six percent. Similar close-knit percentages occurred in other years: 87% and 80% (2016), 80.8% and 84% (2018), 92.5% and 87% (2019), and 93.4% and 88% (2022). Because of these similarities, they are prime candidates to study institutional procedural rule convergence/divergence within the ICA field.

A Typical ICA Case

An example of ICA dispute resolution is the recent case of Go Airlines v. International Aero Engines, LLC, arbitrated at SIAC in 2023. In the case, the claimant (Go Airlines), a low-cost airline carrier based in India, contracted for airplane engines manufactured by the respondent (IAE), a U.S. corporation. Problems arose connected to engine performance, prompting Go Airlines to file for emergency interim relief at SIAC in March 2023. Go Airlines claimed that due to design flaws associated with IAE’s supplied engines, 45% of its aircraft fleet had to be grounded, resulting in a 39% decrease in its fleet departure capability. IAE, on the other hand, claimed that in all the years that both parties have worked with one another, there had never been engine performance problems and that it is only now that Go Airlines is claiming design flaw. Furthermore, IAE argued that the engines’ failure to live up to Go Airlines’ subjective hope for higher performance does not equate to the engines being defective.

In Go Airlines’ emergency filing with SIAC, it sought six types of relief, including that IAE: (1) immediately comply with its airplane fleet management performance obligations; (2) deliver 50 engines as a matter of urgency; and (3) pay Go Airlines $50,000 per day for each grounded airplane. After the evidence was presented, the emergency arbitrator granted relief on the first claim, denied relief on the second claim because of vagueness, and deferred the third claim to regular arbitration by tribunal.\(^1\)

\(^1\) See Appendix 1 for a full description and analysis of the case.
Convergence and Divergence

Two key terms that are at the center of my study are “convergence” and “divergence.” Convergence, within an organizational context, refers to organizations in the same industry assuming similar characteristics or behaviors. Divergence is the opposite, where organizations in the same industry adopt different characteristics or behaviors. Through historical analyses of the procedural rules from HKIAC and SIAC from the time of their founding to the present, my study focuses on identifying patterns of possible convergence and/or divergence.

The extant literature indicates that there is convergence of procedural rules among the international arbitration centers around the world, partially driven by the spread of general principles of international law (Gorence, 2018). Such convergence started to take place more prominently in the 1990s and has been the subject of academic research (Grisel, 2017). For example, Sabharwal and Zaman (2014) showed convergence between the London Court of International Arbitration and other prominent global arbitration centers in the areas of emergency arbitrators, treatment of third parties, and imposition of arbitrator ethical standards.

Apart from the research focus on convergence, there is a dearth of research pertaining to divergence of procedural rules. Instead, only periodic references are made to divergence (Gáspár-Szilágyi, Behn, & Langford, 2020). This lack of research targeting divergence of procedural rules is probably due to less interest from scholars and practitioners in this topic and more interest in examining the convergence process. For my study, I focus equally on any patterns of convergence and/or divergence between the procedural rules of HKIAC and SIAC.
Neo-Institutional Theory as Framework

The framework through which I examine possible patterns of convergence and/or divergence is neo-institutional theory. Under this theory, as posited by DiMaggio and Powell (1983), organizations in any given field become homogenous over time through environmental pressures. The process of homogenization occurs through three possible mechanisms: (1) coercive isomorphism (i.e., organizations are pressured into convergence such as through mandatory government compliance); (2) mimetic isomorphism (i.e., in times of uncertainty, organizations model themselves after other organizations they consider to be more successful); and (3) normative isomorphism (i.e., organizations can homogenize through professionalization and the spread of common norms and values in an industry). I developed three hypotheses in my research, each corresponding to one of the three isomorphic pressures, and each projecting convergence of procedural rules between HKIAC and SIAC.

Contributions of the Study

Within the context of increased globalization and literature sources referencing a trend towards convergence of institutional arbitration procedural rules, I seek to discover whether such trend applies to HKIAC and SIAC. These two centers are prime subjects to test the trend because they share many similar characteristics. Further, even though the extant literature primarily references convergence of procedural rules among global arbitration centers, the literature is unclear on how such convergence was measured. The significance of my study, therefore, is that findings could shed light on best approaches associated with measuring procedural rule convergence and diverge among arbitration centers of the world; findings of convergence could further bolster the literature while findings of divergence may spur interest in its reevaluation.
Research Design and Methods

My research design and methodology involve the use of *comparative case studies* (design) and *qualitative content analysis* (methodology) to compare the procedural rules of HKIAC and SIAC. For the comparative case studies design, the arbitration procedural rules from HKIAC represent one case, while the rules from SIAC represent another case. These two centers were purposefully selected because they share many similar characteristics. Essentially, comparative case studies involve two steps, first with *within-case analysis* and then with *cross-case analysis*. Data collection entailed downloading the procedural rules of HKIAC and SIAC from each institution’s website. Applying the two-step process of comparative case studies, I started by examining the procedural rules from HKIAC and SIAC separately (within-case analysis). Afterwards, I compared them for similarities and differences (cross-case analysis). For my research, I compared the procedural rules of HKIAC and SIAC across three time periods: Analysis 1 (foundation years), Analysis 2 (most recent iterations), and Analysis 3 (year 2013).

For the qualitative content analysis methodology, I first examined the contents of each center’s procedural rules separately (within-case analysis) to gain technical and comprehensive knowledge of each institution’s rules. I did this by copying the rules saved in PDF format to Microsoft Word so that I could use a combination of font color, highlighting, and side notes to organize my thoughts. Once this first step was completed, the second step involved looking for comparable subject matter content between the two center’s rules (cross-case analysis) to see how each might resemble or differ across similar regulations. I accomplished this second step by placing each center’s rules in a side-by-side column in Microsoft Word, and then once again using font color, highlighting, and side note features to organize my thoughts. Altogether, I did this two-step process three times, corresponding to the three timeframes (i.e., Analysis 1, Analysis 2, and Analysis 3).
In terms of measuring convergence and divergence, there is currently no standardized approach that has been adopted within the ICA scholarly community. Instead, I could think of at least three approaches. One approach ("Approach 1") is to only track changes to rules that were similar between HKIAC and SIAC at their founding years. If these rules then become more similar over time, convergence is viewed to have increased. Conversely, if these rules become less similar over time or if one center deletes the corresponding rule altogether, divergence is viewed to have increased. Another approach ("Approach 2") is the same as Approach 1, with the addition that if both centers add similar rules over time, convergence is viewed to have increased. Inversely, if one center adds a new rule but not the other center, divergence is deemed to have increased. A third approach ("Approach 3") involves bifurcation, meaning convergence/divergence is measured both at the broad theme level and at a more detailed, textual level, so that in the end two convergence numbers are generated.

For my research, I selected Approach 2 because it recognizes all differences as divergence. Essentially, my definition of divergence is broad and covers all aspects of difference, including situations involving two similar rules (i.e., one from HKIAC and the other from SIAC) that become less similar over time as well as situations in which one center has implemented a new rule but not the other, meaning there is no mutual rule coverage between HKIAC and SIAC over any given issue. Further, I remained consistent with this approach all throughout my comparative analyses. Other researchers with a different operationalization of rule convergence and divergence (i.e., those using Approach 1, Approach 3, or some other approach) may come to different conclusions about the prevalence of overall trends.
Overall, my study comprises two stages. In the first stage, I compare the procedural rules of HKIAC and SIAC across three timeframes to ascertain patterns of convergence and/or divergence over time. As part of this initial investigation, I use the framework of neo-institutional theory to hypothesize the occurrence of convergence across three possible convergent pressures (i.e., coercive, mimetic, and normative). In the second stage, I rely on annual reports from both arbitration centers as context that could further help explain patterns of convergence and/or divergence in both centers’ procedural rules. I also reference additional theories – Beckert’s (2010) Enhancement to Neo-institutional Theory and Hunt and Morgan’s (1995) Comparative Advantage Theory of Competition – to help explain divergence findings.

Summary of Study Findings

The narrow argument of my study is that change patterns in the procedural rules of HKIAC and SIAC from the time of their founding to the present should reveal some element of convergence in line with the extant literature, and as hypothesized to occur under the three isomorphic pressures (i.e., coercive, mimetic, and normative) of neo-institutionalism. Although the findings do show elements of convergence in the procedural rules of HKIAC and SIAC over time, what is surprising is the extent of divergence that occurred (based on my broad definition of divergence).

The findings below reflect a simple comparison of two centers’ procedural rules as they changed over time. Although the percentages help provide context to the portion of each center’s rules that appears to converge or diverge with the other, there are two caveats that should be taken into consideration prior to examining the findings. First, there is no established, standardized approach to measuring procedural rule changes
within the ICA field. Consequently, there are at least three approaches that could be adopted to measure converge/divergence, with the result that there could be different findings depending on which approach a researcher has adopted. Further, there is an uneven gap between the three timeframes of analysis. In the case of HKIAC, there is a 28-year difference between Analysis 1 (1985) and Analysis 3 (2013), but only a 5-year difference between Analysis 3 and Analysis 2 (2018). Similarly with SIAC, there is a 22-year difference between Analysis 1 (1991) and Analysis 3 (2013), but only a 3-year difference between Analysis 3 and Analysis 2 (2016). These uneven gaps are a reflection of both centers’ procedural rule iterations occurring at different times and the selection of year 2013 as a “midpoint” between Analysis 1 and Analysis 2 due to 2013 being the only year in which both centers concurrently amended their procedural rules. Nevertheless, the percentages referenced below help quantify changes that occurred across nearly three decades, and illustrate the possibility of a divergence trend between HKIAC and SIAC.

**Key Findings from Analysis 1**

There were four key findings from Analysis 1. First, the ICC did not influence HKIAC’s nor SIAC’s procedural rules development. Second, of HKIAC’s 133 (combined primary and subcomponent) rules in existence in 1985 and SIAC’s 132 (combined primary and subcomponent) rules in place in 1991, I identified 26 instances of commonality between them. Third, HKIAC’s and SIAC’s level of procedural rules convergence towards one another, 19.5% and 19.7%, respectively, is very similar. And fourth, in the aggregate, approximately one-fifth (19.6%) of both centers’ combined procedural rules were convergent with one another.
Key Findings from Analysis 2

A total of four key findings were identified as part of Analysis 2. First, of HKIAC’s 339 (combined primary and subcomponent) rules amended in 2018 and SIAC’s 243 (combined primary and subcomponent) rules revised in 2016, I identified 35 instances of commonality between them. Second, a slightly larger portion of SIAC’s procedural rules (14.4%) converge with HKIAC’s rules than HKIAC’s procedural rules (10.3%) converge with SIAC’s rules. Third, relative to Analysis 1, the proportion of each center’s procedural rules being convergent toward the other in Analysis 2 decreased (HKIAC: 19.5% → 10.3%; SIAC: 19.7% → 14.4%). And finally fourth, in the aggregate, approximately one-tenth (12%) of HKIAC and SIAC’s combined procedural rules are convergent towards one another. Relative to Analysis 1, the aggregate convergence percentage in Analysis 2 has dropped: 19.6% → 12%.

Key Findings from Analysis 3

Four key findings are associated with Analysis 3. First, of HKIAC’s 279 (combined primary and subcomponent) rules and SIAC’s 183 (combined primary and subcomponent) rules in existence in 2013, I identified 32 instances of commonality between them. Second, a larger portion of SIAC’s procedural rules (17.5%) converge with HKIAC’s rules than HKIAC’s procedural rules (11.5%) converge with SIAC’s rules. Third, relative to Analysis 1 and Analysis 2, in Analysis 3 the proportion of each center’s procedural rules being convergent with the other center (i.e., HKIAC’s 11.5% and SIAC’s 17.5%) fits in between the previous two analyses to form a possible divergence trend (HKIAC: 19.5% → 11.5% → 10.3%; SIAC: 19.7% → 17.5% → 14.4%). I use the term “possible” because the percent change from Analysis 1 (19.5%) to Analysis 3 (11.5%) was eight percentage points, but from Analysis 3 (11.5%) to Analysis 2 (10.3%) it was
only roughly one percentage point. Because of this uneven decline, it is arguable whether there really is a trend or not. Furthermore, because my definition of divergence is broad, the finding of a possible trend might be distorted.

A fourth finding is that in the aggregate, a little over one-tenth (13.9%) of both centers’ combined procedural rules are convergent towards one another. Relative to Analysis 1 and Analysis 2, the aggregate convergence percentage in Analysis 3 (i.e., 13.9%) fits in between the previous two analyses to form a divergence trend: 19.6% → 13.9% → 12%. However, similar to what I referenced previously, an actual trend might not be present due to my broad definition of divergence.

**Overview of Chapters**

Chapter Two covers the literature review, starting with an examination of the historical convergence of procedural rules among arbitration centers, followed by a discussion of neo-institutional theory and its potential applicability to predict convergence of HKIAC and SIAC procedural rules. I also discuss the link between arbitration centers and the international arbitration system as well as changes in the perception of ICA from the perspectives of countries of the Global North and Global South that eventually led to development of an international arbitration system. Chapter Three focuses on research design and methodology, where I outline my study design, research questions, procedures, data collection, data analysis, quality measures, and limitations. My research design and methodology involve the use of *comparative case studies* (design) and *qualitative content analysis* (methodology) to compare the procedural rules of HKIAC and SIAC and to identify possible trends in convergence and/or divergence over a roughly three-decade period.
Chapter Four details the findings and associated discussions. Three separate analyses were conducted as part of the study, with results from each fully described in the chapter. The analyses are done sequentially. First is with Analysis 1 covering the foundation years of the two centers, followed by a discussion of Analysis 2 associated with the two centers’ most current rule iterations, and ending with Analysis 3 linked to year 2013 rule publications. Chapter Four also includes examination of both centers’ annual reports to help explain possible patterns of convergence and/or divergence that were found in the procedural rules comparison, as well as inquiry into applicability of Beckert’s (2010) work and Hunt and Morgan’s (1983) theory to explain divergence results. And lastly, Chapter Five covers the conclusion, where I detail possible contributions and policy implications of my study.
CHAPTER TWO

CONVERGENCE AND DIVERGENCE THROUGH THE FRAMEWORK OF NEO-INSTITUTIONAL THEORY

This chapter starts with a discussion of the historical convergence of procedural rules among arbitration centers. (Refer to Appendices 2, 2A, 2B, and 2C for the steps I took to identify relevant literature.) The extant literature indicates that there is convergence of procedural rules among international arbitration centers, for example Sabharwal and Zaman’s (2014) study that showed convergence between the London Court of International Arbitration and other prominent arbitration centers in the areas of emergency arbitrators, treatment of third parties, and imposition of arbitrator ethical standards. Research on convergence became more prominent in the 1990s, while there is more limited research pertaining to divergence of procedural rules.

Convergence of arbitration center procedural rules may be viewed through the lens of neo-institutional theory. Under this theory, as posited by DiMaggio and Powell (1983), organizations in any given field become homogenous over time through environmental pressures. The process of homogenization occurs through three possible mechanisms: (1) coercive isomorphism (i.e., organizations are pressured into convergence such as through mandatory government compliance); (2) mimetic isomorphism (i.e., in times of uncertainty, organizations model themselves after other organizations they consider to be more successful); and (3) normative isomorphism (i.e., organizations can homogenize through professionalization and the spread of common norms and values in an industry).

The chapter next examines the link between arbitration centers and the international arbitration system. While convergence of arbitration procedural rules is
commonly described in the literature, there is little recognition of how such convergence may play a role in building an international arbitration system. Sharma (2021) suggests that arbitration centers play an important role in helping to create an international arbitration system through convergence of procedural rules. In order for an international arbitration system to function, there must first be a common, transnational arbitration culture in place that would allow multinational actors within the system to understand one another. A number of key factors have been influential in the development of a transnational arbitration culture, including (1) interaction between actors of the arbitration community that have led to cross-fertilization; (2) competition among arbitration centers that have spurred standardization; and (3) greater interchanges between elements of the common law and civil law. However, this transnational arbitration culture did not develop overnight. Rather, it has taken many decades to form due to a number of constraints, namely mistrust from non-Western countries who viewed international arbitration as another tool from the West to suppress and dominate developing countries, and Western countries not perceiving the developing world as a legitimate place that could contribute toward ICA development.

Starting in the early 1970s, developing countries began to become more receptive to international arbitration due to a recognition by developing countries that international arbitration may help their economies improve. This change in perception has resulted in greater participation by developing countries in ICA. Almost in tandem with developing countries being more receptive towards international arbitration, Western countries in the 2000s began lessening their negative perception of the quality of ICA in developing countries. The transnational arbitration culture that now exists allows for an international
arbitration system to operate, where arbitration actors anywhere in the world can participate in one common, standardized process of ICA. Essentially, an international arbitration system consists of standardized processes that benefit users of ICA through predictability of procedural process. Harmonization/convergence of the procedural rules of all the arbitration centers of the world helps create this standardized international arbitration system.

**Historical Convergence of Procedural Rules among Arbitration Centers**

The extant literature indicates that there is convergence of procedural rules among international arbitration centers (Karton, 2014; Kaufmann-Kohler, 2003; Sabharwal & Zaman, 2014). Convergence of procedural rules has been occurring even though there are numerous arbitration centers with diverse legal traditions in existence throughout the world (Karton, 2013, p. 57). Such convergence became more prominent in the 1990s, with Brower (2008) commenting, “the past two decades undoubtedly have seen an increase in uniformity of both arbitration rules and national legislations. The rules of major international arbitration institutions (the ICC, LCIA and AAA, for example) ‘have much more in common than one would expect, taking into account their locations and the legal traditions of the host countries’” (p. 184). Notably, there is ongoing harmonization of procedural rules between the two traditionally leading arbitration centers of the world—the International Chamber of Commerce (ICC) in Paris and the London Court of International Arbitration (LCIA) (Legru, 2021). In particular, “the revised LCIA Rules bring the LCIA closer into line with the ICC” (Legru, 2021, p. 254).

Convergence appears to be increasing with the adoption of each new rule by the various arbitration centers. According to Greenblatt and Griffith (2001), “with each successive modification, the arbitration rules of each of these institutions have become
increasingly harmonized” (p. 101). Besides adoption of new rules that could lead to convergence, arbitration centers could alternatively update existing rules to be more in line with other institutions’ rules. Indeed, “many institutions have updated their rules and procedures or adopted wholly new guidelines to accommodate evolving issues relevant to international practices. Many of these changes … reflect a convergence of international practice” (Bond, 2005, pp. 101-102). This convergence is driven by multiple factors, including regular interactions between centers. For example, “there are regular contacts among such institutions, which periodically review their regulations, taking into consideration each other’s rules. Thus, a significant level of uniformity and universality is reached, at least with respect to certain fundamental principles of procedure” (Draetta, 2015, p. 330).

**Minimal Interest on Study of Procedural Rule Divergence**

Unlike convergence, there is a dearth of research pertaining to divergence of procedural rules. Instead, only periodic references are made to divergence (Gáspár-Szilágyi, Behn, & Langford, 2020). For example, Greenblatt and Griffin (2001) commented, “Although the rules of the [arbitration] institutions are now broadly similar, important differences remain” (p. 101). Similarly, Hanotiau (2011) stated that there is now a “progressive convergence of the various … institutional rules … while preserving at the same time a certain level of diversity, reflecting the different cultural traditions and historical developments…” (p. 92). Based upon an overall evaluation of the various articles written about convergence of arbitration procedural rules, I posit that the lack of research targeting divergence of procedural rules is due to less interest from scholars and practitioners in this topic and more interest in examining the harmonization process.
Neo-Institutional Theory

Arbitration centers are subject to isomorphic pressures to converge according to neo-institutional theory, the framework through which I examine possible patterns of convergence between HKIAC and SIAC. Neo-institutional theory is a revised approach to the study of institutions. Under traditional institutional theory, which was adopted in the late 19th and early 20th centuries, organizational structures were deemed to be governed by the operational activities of the organization, as exemplified by Max Weber’s bureaucratization model. The focus was on the internal environment of the organization, with thinking during this era heavily influenced by Taylor’s work on scientific management and subsequently by Cyert and March’s (1963) rational decision-making model. A significant change in this outlook, which subsequently gave rise to neo-institutionalism, occurred in 1977 with the work of Meyer and Rowan, who proposed that organizational structures are influenced by the external environment rather than the internal demands of a firm’s operational activities. Another influential work adding to neo-institutionalism came from DiMaggio and Powell in 1983, who theorized that organizations in any given field become homogenous over time through environmental pressures.

DiMaggio and Powell refer to the process of homogenization as “institutional isomorphism,” which occurs through three possible mechanisms: (1) coercive isomorphism (i.e., organizations are pressured into convergence such as through mandatory government compliance); (2) mimetic isomorphism (i.e., facing uncertainty, organizations model themselves after other organizations they consider to be successful); and (3) normative isomorphism (i.e., organizations homogenize through professionalization and the spread of
norms and values in a given industry). Below, I discuss each of these three types of isomorphic pressures.

**Coercive Isomorphism**

The premise behind this form of isomorphism is that organizations within any given field face external pressures from the environment—primarily government in nature—and are expected to conform in order to avoid regulatory constraints (Frumkin & Galaskiewicz, 2004) or restricted access to resources (Beckert, 2010). Examples of coercive pressures that would lead to organizational isomorphism include government mandates, financial reporting requirements, and other similar compliance obligations from regulatory agencies. The overall result is that organizations adhering to these same pressures will end up converging in their organizational structure and/or behavior. In other words, “organizations are increasingly homogeneous within given domains and increasingly organized around rituals of conformity to wider institutions” (DiMaggio & Powell, 1983, p. 150). Within the context of global arbitration centers, an example would be the UNCITRAL Model Law, which both Hong Kong and Singapore have adopted. Consequently, my hypothesis is that the procedural rules of HKIAC and SIAC would assumedly be similar because although HKIAC and SIAC are private entities, they are obligated to follow rules adopted by their governments.

**Mimetic Isomorphism**

This form of isomorphism “derives from uncertainty and ambiguity about goals” (Volberda et al., 2012, p. 1043), typically occurring during times of uncertainty. Novice or struggling firms generally look to established or more successful firms for guidance. Not only would this approach help firms reduce the costs of developing policy and procedures, but they could identify approaches that have already proven to be successful
by other firms, therefore saving time and resources in their recreation. Indeed, “mimetic isomorphism is a direct response to uncertainty that is based on the principle that imitating the previous decisions of other successful organizations is one way for firms to efficiently deal with uncertainty” (Brouthers et al., 2013, p. 691). Although mimetic isomorphism traditionally has been used to explain why existing organizations may look to more successful organizations to emulate in times of uncertainty, a number of studies (Gentry et al., 2013; Searing, 2023) have applied mimetic isomorphism to explain brand new organizations’ (i.e., startups) emulation of successful organizations. Within the context of global arbitration centers, the ICC is one of the oldest and has traditionally been viewed by other centers to be the leader. As such, my hypothesis is that under mimetic isomorphism, HKIAC and SIAC might have emulated their procedural rules after the ICC at the time of their founding to attain equal success.

**Normative Isomorphism**

This form of isomorphism occurs through pressures to conform to perceived norms and values in a given industry. It is change that is driven by professionalism and the emergence of legitimated professional practices, resulting in pressure for institutions to conform because their staff are able to draw on organized professional networks and professional standards that guide their activities (Demers, 2007). Within the context of global arbitration centers, there is now a culture of international arbitration brought about by greater interaction among users of ICA. Results from Queen Mary international arbitration surveys show the existence of practice norms and perceptions among arbitration practitioners (Queen Mary University, 2010, 2012). Furthermore, in Ali’s (2009) study, “results of a 115-person survey and 64 follow up interviews … indicate that
arbitration practitioners’ perceptions of … features of international arbitration … demonstrate a high degree of convergence across regions” (pp. 792-793). As such, my third hypothesis is that HKIAC and SIAC might be inclined to share similar procedural rules due to the forces of normative isomorphism.

The Link between Arbitration Centers and the International Arbitration System

Sharma (2021) proposes that arbitration centers can help build an international arbitration system because “as service providers with a significant amount of institutional memory and experience built over the years, they swiftly adapt to new challenges and develop rules to deal with hitherto unforeseen scenarios” (p. 4). She delineates three ways in which arbitration centers act as system builders: (1) through replicating each other’s rules, (2) through outreach activities, and (3) through strategic cooperation with one another. Below I elaborate on the international arbitration system, transnational arbitration culture, and challenges to the development of a transnational arbitration culture.

The International Arbitration System

Gaillard (2012) defines an international arbitration system as one “characterized as a body of transnational rules specifically designed to govern international arbitration” (p. 289). In order for an international arbitration system to function, international arbitration must first be adopted globally, i.e., there must first be a transnational arbitration culture. This is confirmed by Cheng (2012), where she states that system-building in ICA is achieved “through exchanges in international forums and discussions, [in which] experiences are shared . . . and the practice adopted can be criticized, enhanced, and gradually formulated systematically into ‘norms’” (p. 292). In other words, countries worldwide must recognize and accept arbitration as a common system
of dispute resolution before any unified global arbitration system can be implemented. This is because “a shared culture instills into international arbitration practitioners a normative commitment to establishing international arbitration as a global system of governance for cross-border commercial relationships” (Karton, 2014, p. 5).

**Transnational Arbitration Culture**

Transnational arbitration culture can be defined as a “culture common to practitioners, arbitrators and parties involved in arbitral practice. … [where there is a] gradual convergence in norms, procedures and expectations of participants in the arbitral process” (Ginsburg, 2003, pp. 1337-1338). The extant literature references this term to signify the global adoption of international arbitration, where there occurs a “fusing together elements of the common law and civil law traditions” (Ginsburg, 2003, p. 1335). Fundamentally, in order for an international arbitration system to be functional, there must first be a common, transnational arbitration culture in place that would allow multinational actors within the system to understand one another.

A number of key factors have been influential in the development of a transnational arbitration culture, including (1) interaction between actors of the arbitration community that have led to cross-fertilization (Cheng, 2012; Hanotiau, 2011); (2) competition among arbitration centers that have spurred standardization (Dezalay & Garth, 1996; Gaillard, 2012); and (3) greater interchanges between elements of the common law and civil law (Ginsburg, 2003; Rubinstein, 2004), particularly among “international arbitration lawyers [who] feel now more than ever before part of a transnational group of counsel, which transcends national bar association” (Brekoulakis, 2016, p. 9). However, this transnational arbitration culture did not develop overnight. Rather, it has taken many decades to form due to a number of constraints, elaborated below.
Challenges to the Development of a Transnational Arbitration Culture

A number of challenges prevented or slowed down the development of a transnational arbitration culture, including mistrust of international arbitration by countries of the Global South and a bias in the Global North towards the developing world.

Mistrust from Non-Western Countries

A transnational arbitration culture was slow to emerge due to mistrust from countries outside of the Global North, which viewed international arbitration as another tool from the West to suppress and dominate developing countries (Blessing, 1992, p. 83; Dezalay & Garth, 1996, p. 68; Nariman, 2004, p. 123). Essentially, they perceived international arbitration “as a mechanism by which the developed world, as the exporters of capital and legal services, seek to dominate . . . the developing countries” (Oditah, 2016, p. 289). The argument that countries of the Global South used against commercial arbitration was that “the practice of arbitration was configured in such a way as to consistently favor the economic interest of the developed world…. In short, the developing countries contend that there exists institutional and doctrinal bias in international commercial arbitration” (Babu, 2006, p. 386). Primary reasons for the mistrust were due to “a long history of colonization, coupled with a heightened nationalism” (McLaughlin, 1979, p. 213).

Consequently, the initial growth of international arbitration occurred primarily in Western countries, where “legal academics and practitioners, primarily from Europe and the USA … seemingly interchangeably constituted arbitral tribunals and represented clients in ICA” (Sperry, 2010, p. 367). Indeed, publications from the 1990s argued that “Europe and United States [are] the places where international commercial arbitration is relatively well established…” (Dezalay & Garth, 1996, p. 9). Moreover, the West is where prominent arbitration centers developed first (McLaughlin, 1979), such as the ICC
in Paris, France (founded in 1919); LCIA in London (founded in 1892); the Arbitration Institute of the Stockholm Chamber of Commerce (founded in 1917); and the American Arbitration Association (founded in 1926). ICA has flourished in the West due to commercial activities historically centering in this hemisphere. For example, in the period following the Industrial Revolution, nations such as the U.K., U.S., France, and Germany dominated global trade. Naturally, ICA developed and prospered in the West to handle matters of commercial arbitration among these countries.

Suspicion of international arbitration among the Global South included regions such as Asia, Africa, Latin America, and the Middle East. For Asian countries, they initially viewed international arbitration with suspicion due to the history of colonialism and Western domination. This form of dispute resolution “was not appealing for the colonial countries of Asia” (Hussain, 2013, p. 7). The same mistrust towards international arbitration due to memories of colonialism also occurred in Africa, where countries there “took international arbitration as another tool of controlling their economies and internal affairs” (Hussain, 2013, p. 5). For Latin America, countries in this region “simply do not believe that their interests will be safeguarded by the internationally recognized institutional arbitration centers. These centers are at least perceived by some as favoring the Western industrialized nations” (McLaughlin, 1979, p. 217). Essentially, “events and policies of foreign countries towards Latin America forced the policy makers of Latin American countries to think about safeguarding their interests from the foreign invaders” (Hussain, 2013, pp. 3-4). Likewise, countries of the Middle East viewed arbitration with suspicion as they “felt that they would be disadvantaged as participants in the international arbitral process. They frequently saw the arbitral process as entailing the imposition of rules formulated by developed states” (Ziade, 2013, p. 591).
Bias Against Developing Countries

An absence of a more globalized and equitable transnational arbitration culture was not only due to mistrust from countries of the Global South, but also due to Western countries not perceiving the developing world as a legitimate place that could contribute toward ICA development. Essentially, the West viewed ICA as a one-way transference of knowledge from Western nations to developing countries, as further elaborated below.

For decades, Western countries questioned the abilities and competencies of non-Western nations to host and adjudicate ICA. For example, “Arbitrators from developing countries complain and with some justification that arbitral institutions do not appoint sufficient arbitrators from developing countries” (Oditah, 2016, p. 297). The result of this bias is that “international arbitration as a process is dominated by Anglo-Saxon/North European lawyers whose reference points are their own legal cultures and tradition” (Qureshi, 2009, pp. 42-43). Unfortunately for countries of the Global South, there was not much that they could do to remedy this bias since “developing nations have traditionally been under-resourced and lacking in legal expertise which has led to substantial inequities when partaking in proceedings” (Sperry, 2010, p. 368). Overall, bias from Western countries against the competency of developing countries to be able to contribute toward ICA, coupled with mistrust by developing countries themselves against ICA as a tool of Western suppression, prevented the emergence of a transnational arbitration culture.

1970s: Change in Perception from Developing Countries

Starting in the early 1970s, developing countries began to become more receptive to international arbitration (Dezalay & Garth, 1996). There are a number of key factors explaining this change in perception, one of which was the recognition by developing countries that international arbitration may help their economies improve. Essentially, they
began to realize that “a country's economic progress depends upon a vigorous private sector and increased private foreign investment and that arbitration has the benefit of attracting larger flows of such investment…” (Schwartz, 2009, p. 131). Similarly, developing countries began viewing international arbitration as a necessity (Ziade, 2013). That is, “with their economic development largely driven by cross-border trade and investment, the prospects of an increasing number of disputes became inevitable and hence the need to make institutional arbitration available and easily accessible” (Raouf, 2016, p. 322).

This change in perception has resulted in greater participation by developing countries in ICA (Sperry, 2010). For example, “Asian and African economies . . . have made concerted efforts to create the infrastructure necessary for arbitration to take hold. From a structural standpoint, this has included not only establishing the necessary legislative framework but also building well-governed arbitral institutions with effective and modern arbitral rules” (Raouf, 2016, p. 329). Not only have arbitration centers been created in Asia and Africa, but also in Latin America (Schwartz, 2009, p. 131). Indeed, the change in negative perception is quite noticeable, as “Third World critiques of distributive bias in arbitration seem to have all but disappeared …” (Shalakany, 2000, p. 422).

2000s: Change in Perception from Western Countries

Almost in tandem with developing countries being more receptive towards international arbitration, Western countries have lessened their negative perception of the quality of ICA in developing countries. For example, “In 2002, in ICC arbitrations alone, more arbitrators have been appointed from developing countries in Asia, Africa and Latin America than ever before. And more venues for ICC international arbitrations are located in the Third World - more than at any time in the past” (Nariman, 2004, p. 125). The decline in negative perceptions appeared to grow stronger in the 2000s as “there are several
current trends in ICA that indicate a greater degree of parity resulting between developed and developing nations” (Sperry, 2010, p. 378). Clear evidence of this trend is the rise of arbitration centers outside of the Global North, including HKIAC and SIAC, which today have even surpassed traditionally more established Western arbitration centers in global rankings, as demonstrated in Table 1 below, which lists the years of founding among leading international arbitration centers as well as the most recent global rankings.

Table 1

Leading Institutions’ Year of Founding and Current Global Rankings

<table>
<thead>
<tr>
<th>Institution</th>
<th>Location</th>
<th>Year Founded</th>
<th>2021 Survey Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arbitration Institute of the Stockholm Chamber of Commerce (SCC)</td>
<td>Stockholm, Sweden</td>
<td>1917</td>
<td>#7</td>
</tr>
<tr>
<td>International Court of Arbitration (ICC)</td>
<td>Paris, France</td>
<td>1919</td>
<td>#1</td>
</tr>
<tr>
<td>London Court of International Arbitration (LCIA)</td>
<td>London, UK</td>
<td>1923</td>
<td>#4</td>
</tr>
<tr>
<td>American Arbitration Association (AAA)</td>
<td>New York, US</td>
<td>1926</td>
<td>outside of top 10</td>
</tr>
<tr>
<td>Hong Kong International Arbitration Centre (HKIAC)</td>
<td>Hong Kong</td>
<td>1985</td>
<td>#3</td>
</tr>
<tr>
<td>Singapore International Arbitration Centre (SIAC)</td>
<td>Singapore</td>
<td>1991</td>
<td>#2</td>
</tr>
</tbody>
</table>

Considering that HKIAC was founded in 1985 and SIAC in 1991, it is remarkable that they have now surpassed LCIA in popularity, a highly esteemed global arbitration institution founded in London in 1892, as well as approaching the same level of user-preference as Paris’ ICC, traditionally viewed as the leading center of ICA in the world. The success of HKIAC and SIAC have been instrumental in increasing the volume of ICA in East Asia. To illustrate, “the number of international arbitrations conducted in East Asia has recently been growing steadily and on par with growth in Western regions” (Ali, 2009, p. 792).
Not only have there been successes in Hong Kong and Singapore, but “an increasing volume of international commercial arbitrations are now hosted in different cities in the emerging countries of Africa, Asia and the Middle East….” (Oditah, 2016, p. 289). Overall, Western perceptions of ICA quality in developing countries have vastly improved. When combined with developing countries being more receptive towards international arbitration, this has allowed for a truly transnational arbitration culture to emerge that could realistically give rise to an international arbitration system. Thus, after many years of struggles, a truly transnational arbitration culture finally took shape. As noted by McClelland (1978), “the arbitration system has experienced a great number of growing pains because of its rapid emergence as a primary forum for the litigation of international commercial disputes” (p. 83).

**International Arbitration System Now Operational**

The transnational arbitration culture that now exists allows for an international arbitration system to operate, where arbitration actors anywhere in the world can participate in one common, standardized process of ICA. Essentially, an international arbitration system consists of standardized processes that could benefit users of ICA through predictability of procedural process. Harmonization/convergence of the procedural rules of all the arbitration centers of the world helps create this standardized international arbitration system. This is essential for global businesses which prefer stable political and legal conditions and predictability in business transactions. Predictability allows businesses to strategize and plan for contingencies, especially if they have customers and competitors located around the world.
Conclusion

It is quite interesting that although the extant literature frequently references the convergence of procedural rules among arbitration centers around the world (e.g., Sabharwal and Zaman’s study), a transnational arbitration culture took decades to emerge. These types of convergence processes have been observed in many other issue areas and have frequently been explained by references to institutional isomorphism as a theoretical explanation. However, due to different national cultures and legal systems involved in international arbitration, convergence is not a given and highlights the relevancy/applicability of the different types of isomorphic pressures.

HKIAC and SIAC are perfect candidates to examine possible convergence and/or divergence trends due to their multiple similar characteristics. If findings from my study show a pattern of convergence in procedural rules between HKIAC and SIAC over time, this will bolster the extant literature that references the occurrence of procedural rule convergence among global arbitration centers. Conversely, if findings from my study reveal divergence, then this will challenge the current notion of convergence, resulting in a need for ICA academics and practitioners to reevaluate their perception of procedural rule harmonization. Furthermore, the occurrence of divergence may undermine Sharma’s position that arbitration centers help to create an international arbitration system through convergence of procedural rules.
CHAPTER THREE
RESEARCH DESIGN AND METHODOLOGY

My research design and methodology involve the use of comparative case studies (design) and qualitative content analysis (methodology) to answer the dual research questions concerning whether the procedural rules of HKIAC and SIAC have displayed patterns of convergence and/or divergence over time, and how might annual reports from both centers help explain possible change patterns. These two centers were purposefully selected because they share many similar characteristics, particularly their similar geographic location (both are situated in modern city-states in East and Southeast Asia with well-developed infrastructure and financial resources), common cultural heritage (both are heavily influenced by Chinese culture and English common law), similar level of recognition within the ICA community (both have been highly regarded by users and practitioners of ICA all over the world), parallel amount and types of cases administered (both have similar amounts of caseload management), and a competitive relationship.

The study comprises two stages in association with the two research questions. In the first stage, I compare the procedural rules of HKIAC and SIAC across three timeframes to ascertain patterns of convergence and/or divergence over time. Throughout this first stage, I use the framework of neo-institutional theory to evaluate possible theoretical explanations for patterns of convergence in procedural rules observed. In the second stage, I rely on annual reports from both arbitration centers as context that could further help explain patterns of convergence and/or divergence in both centers’ procedural rules.
Research Design

The choice of a research design is based on the goal of the study. For my study, the goal is uncovering whether there is convergence and/or divergence in the procedural rules of HKIAC and SIAC over a roughly three-decade period. Such an endeavor requires close analysis and comparison of the meaning behind both sets of procedural rules. As such, this is a comparative case study design.

Typically, comparative text analysis is done within the framework of case studies design, where all the documents associated with one unit (e.g., an organization) are housed within one case, and then all the documents associated with another unit for comparison are housed within another case. Since all the arbitration procedural rules from HKIAC and SIAC are readily available for viewing from both organizations’ websites, I simply downloaded and placed them in each center’s separate cases. Below, I discuss in further detail the comparative case study design and case selection.

Case Studies

The comparative case study design involved two arbitration centers (HKIAC and SIAC) and their procedural rules. A “case” refers to a bounded system, and the study of a case involves in-depth examination of data gathered through methods such as document collection and analysis (Glesne, 2011). Case studies involve “the search for meaning and understanding, the researcher as the primary instrument of data collection and analysis, an inductive investigative strategy, and the end product being richly descriptive” (Merriam & Associates, 2002, pp. 178-179). Today, case studies account for a large proportion of academic articles and books in the social sciences (Flyvbjerg, 2011) and are also applicable in business and legal disciplines (Harrison et al., 2017), areas that encompass my research pertaining to arbitration procedural rules.
Broadly speaking, the arbitration procedural rules from HKIAC represent one case, while the rules from SIAC represent another case. Since my goal is to compare the procedural rules across the two arbitration centers, my research design involves comparative case studies (Dul & Hak, 2008). Essentially, comparative case studies involve two steps, the *within-case analysis* (i.e., examining the procedural rules of HKIAC and SIAC independently) and the *cross-case analysis* (i.e., comparing similarities/differences between the two centers’ procedural rules). For the within-case analysis, “each case is first treated as a comprehensive case in and of itself. Data are gathered so the researcher can learn as much as possible about the contextual variables that might have a bearing on the case” (Merriam & Tisdell, 2016, p. 234). Once the within-case analysis is completed, cross-case analysis follows, which “seeks to build abstractions across cases. Although the particular details of specific cases may vary, the researcher attempts to build a general explanation that fits all the individual cases” (Merriam & Tisdell, 2016, p. 234). Neo-institutional theory and its emphasis on isomorphic changes serves as a theoretical framework informing the comparative analysis.

**Case Selection (Most Similar Case Design)**

The process of conducting a comparative case study begins with selection of appropriate cases. This selection process is done purposefully, not randomly, because what is sought to be studied “exhibits characteristics of interest to the researcher… The selection depends upon what you want to learn…” (Merriam & Associates, 2002, p. 179). Thus, using purposeful sampling, I selected HKIAC and SIAC as my two cases. Selection of these two arbitration centers is part of the most similar case design, which involves
choosing two or more cases that have similar characteristics, “where, despite being very similar, the outcome [i.e., arbitration procedural rules] nonetheless differs across the cases. The logic is that because the cases are so similar, we can isolate the independent variable that actually does vary across the cases as a possible cause” (Pavone, 2015, p. 1). The most similar case design is highly recognized in academic circles; it “features prominently in recent texts on case selection and is a relatively common strategy for designing research in several disciplines” (Nielsen, 2016, p. 571).

Applying the most similar case design to my research, I purposefully selected HKIAC and SIAC because they share many similar characteristics that separate them from other arbitration centers around the world, particularly their similar geographic location (both are situated in modern city-states in East and Southeast Asia with well-developed infrastructure and financial resources), common cultural heritage (both are heavily influenced by Chinese culture and English common law), similar level of recognition within the ICA community (both have been highly regarded by users and practitioners of ICA all over the world), parallel amount and types of cases administered (both have similar amounts of caseload management), and a competitive relationship.

**Similar Geographies and Cultural Heritage**

Both HKIAC and SIAC are located in East and Southeast Asia. Further, both are situated in city-states – Hong Kong and Singapore, respectively – that maintain well-developed infrastructures, have vibrant economies, serve as financial centers of the world, and have low crime rates. In addition, these two places share strong Chinese cultural influence and were both former British colonies that gave rise to a shared common law system.
Rankings of HKIAC and SIAC

HKIAC and SIAC, over the past decade, have been highly regarded by users and practitioners of ICA all over the world. As evident in Table 2 below, both have consistently been ranked in the top five globally since 2015 by the highly respected Queen Mary University biennial international arbitration surveys.

Table 2

Preferred Institutions

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<td>1</td>
<td>ICC (45%)</td>
<td>ICC (50%)</td>
<td>ICC (68%)</td>
<td>ICC (77%)</td>
<td>ICC (57%)</td>
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<tr>
<td>2</td>
<td>ICDR (16%)</td>
<td>LCIA (14%)</td>
<td>LCIA (37%)</td>
<td>LCIA (51%)</td>
<td>SIAC (49%)</td>
</tr>
<tr>
<td>3</td>
<td>LCIA (11%)</td>
<td>ICDR (8%)</td>
<td>HKIAC (28%)</td>
<td>SIAC (36%)</td>
<td>HKIAC (44%)</td>
</tr>
<tr>
<td>4</td>
<td>Other (9%)</td>
<td>SIAC (5%)</td>
<td>SIAC (21%)</td>
<td>HKIAC (27%)</td>
<td>LCIA (39%)</td>
</tr>
<tr>
<td>5</td>
<td>SCAI (4%)</td>
<td>JCAA (4%)</td>
<td>SCC (13%)</td>
<td>SCC (16%)</td>
<td>CIETAC (17%)</td>
</tr>
<tr>
<td>6</td>
<td>SIAC (3%)</td>
<td>HKIAC (4%)</td>
<td>ICSID (11%)</td>
<td>AAA (13%)</td>
<td>ICSID (11%)</td>
</tr>
<tr>
<td>7</td>
<td>CIETAC (2%)</td>
<td>ICSID (2%)</td>
<td>ICDR (10%)</td>
<td>ICDR (13%)</td>
<td>SCC (7%)</td>
</tr>
<tr>
<td></td>
<td>JCAA (2%)</td>
<td>SCC (2%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CRCICA (1%)</td>
<td>DIS (1%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HKIAC (1%)</td>
<td>WIPO (1%)</td>
<td></td>
<td></td>
<td>ICDR (6%)</td>
</tr>
</tbody>
</table>

% = Number of respondents who selected the institution.
**Similar Caseloads and Multinational Representations**

Table 3 illustrates similarities in caseload management and multinational party representations between HKIAC and SIAC. For example, in 2013, HKIAC handled 260 new arbitration cases while SIAC handled just one less, 259. And in 2015, both centers administered the exact number of new cases, 271. Besides having similar caseloads, both centers cater to very similar numbers of international parties. For example, in 2015, 79% of HKIAC’s cases and 84% of SIAC’s cases consisted of international parties, a difference of just six percent. Similar close-knit percentages occurred in other years: 87% and 80% (2016), 80.8% and 84% (2018), 92.5% and 87% (2019), and 93.4% and 88% (2022).

Table 3

**Similarities in HKIAC-SIAC Caseload Management and Multinational Party Representations: 2013-2022**

<table>
<thead>
<tr>
<th></th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HKIAC</td>
<td>SIAC</td>
<td>HKIAC</td>
<td>SIAC</td>
<td>HKIAC</td>
</tr>
<tr>
<td># of new arbitration cases:</td>
<td>260</td>
<td>259</td>
<td>252</td>
<td>222</td>
<td>271</td>
</tr>
<tr>
<td>% of cases international:</td>
<td>75%</td>
<td>86%</td>
<td>67.9%</td>
<td>81%</td>
<td>79%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HKIAC</td>
<td>SIAC</td>
<td>HKIAC</td>
<td>SIAC</td>
<td>HKIAC</td>
</tr>
<tr>
<td># of new arbitration cases:</td>
<td>265</td>
<td>402</td>
<td>308</td>
<td>479</td>
<td>318</td>
</tr>
<tr>
<td>% of cases international:</td>
<td>80.8%</td>
<td>84%</td>
<td>92.5%</td>
<td>87%</td>
<td>85.8%</td>
</tr>
</tbody>
</table>

Both centers also attract users from many countries. Table 4 below shows the total number of countries represented as well as the top five nationalities of users (by number of new cases filed) each year, with the far-right column showing the overlapping countries. As can be seen, both centers attract parties from many countries, sometimes at
very comparable numbers. For example, in 2019, 56 countries were represented in disputes at HKIAC while a very comparable 59 countries were represented at SIAC. And in the most recent year that data is available, 2022, the numbers were even more comparable: 63 at HKIAC and 65 at SIAC. Interestingly, for the past 10 years, China and the U.S. have consistently been among the top five countries represented at both centers.

Table 4

*Comparative Country Representations at HKIAC and SIAC: 2013-2022*

<table>
<thead>
<tr>
<th>Year</th>
<th>HKIAC Number of Countries Represented</th>
<th>SIAC Number of Countries Represented</th>
<th>Overlapping Countries</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Top 5 Countries</td>
<td>Top 5 Countries</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>32</td>
<td>50</td>
<td>China, USA</td>
</tr>
<tr>
<td></td>
<td>1. China</td>
<td>1. India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Taiwan</td>
<td>2. China</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. USA</td>
<td>3. Indonesia</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Singapore</td>
<td>4. Hong Kong</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. British Virgin Islands</td>
<td>5. USA</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>38</td>
<td>58</td>
<td>China, USA</td>
</tr>
<tr>
<td></td>
<td>1. China</td>
<td>1. China</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. USA</td>
<td>2. USA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Singapore</td>
<td>3. India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. UK</td>
<td>4. Hong Kong</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. British Virgin Islands</td>
<td>5. Malaysia</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>41</td>
<td>55</td>
<td>China, Australia</td>
</tr>
<tr>
<td></td>
<td>1. Hong Kong</td>
<td>1. India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. China</td>
<td>2. China</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. British Virgin Islands</td>
<td>3. South Korea</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Singapore</td>
<td>4. USA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Australia</td>
<td>5. Australia</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>39</td>
<td>56</td>
<td>China, USA</td>
</tr>
<tr>
<td></td>
<td>1. Hong Kong</td>
<td>1. India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. China</td>
<td>2. China</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. British Virgin Islands</td>
<td>3. USA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Singapore</td>
<td>4. Indonesia</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. USA</td>
<td>5. South Korea</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>39</td>
<td>58</td>
<td>China</td>
</tr>
<tr>
<td></td>
<td>1. Hong Kong</td>
<td>1. India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. China</td>
<td>2. China</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Singapore</td>
<td>3. Switzerland</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. British Virgin Islands</td>
<td>4. USA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Cayman Islands</td>
<td>5. Germany</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>40</td>
<td>65</td>
<td>China, USA</td>
</tr>
<tr>
<td></td>
<td>1. Hong Kong</td>
<td>1. USA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. China</td>
<td>2. India</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. USA</td>
<td>4. China</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Cayman Islands</td>
<td>5. Indonesia</td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Rank</td>
<td>Country</td>
<td>Competition</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>2019</td>
<td>56</td>
<td>Hong Kong</td>
<td>1. India</td>
</tr>
<tr>
<td></td>
<td></td>
<td>China</td>
<td>2. Philippines</td>
</tr>
<tr>
<td></td>
<td></td>
<td>British Virgin Islands</td>
<td>3. China</td>
</tr>
<tr>
<td></td>
<td></td>
<td>USA</td>
<td>4. USA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cayman Islands</td>
<td>5. Brunei</td>
</tr>
<tr>
<td>2020</td>
<td>45</td>
<td>Hong Kong</td>
<td>1. India</td>
</tr>
<tr>
<td></td>
<td></td>
<td>China</td>
<td>2. USA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>British Virgin Islands</td>
<td>3. China</td>
</tr>
<tr>
<td></td>
<td></td>
<td>USA</td>
<td>4. Switzerland</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cayman Islands</td>
<td>5. Thailand</td>
</tr>
<tr>
<td>2021</td>
<td>41</td>
<td>Hong Kong</td>
<td>1. India</td>
</tr>
<tr>
<td></td>
<td></td>
<td>China</td>
<td>2. China</td>
</tr>
<tr>
<td></td>
<td></td>
<td>British Virgin Islands</td>
<td>3. Hong Kong</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cayman Islands</td>
<td>4. USA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>USA</td>
<td>5. Malaysia</td>
</tr>
<tr>
<td>2022</td>
<td>63</td>
<td>Hong Kong</td>
<td>1. India</td>
</tr>
<tr>
<td></td>
<td></td>
<td>China</td>
<td>2. USA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>British Virgin Islands</td>
<td>3. China</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cayman Islands</td>
<td>4. Cayman Islands</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Singapore</td>
<td>5. Malaysia</td>
</tr>
</tbody>
</table>

**Competition**

Over the years, HKIAC and SIAC have competed more intensely against one another for clients throughout the world. Numerous blogs and online analyses have been written about competition between HKIAC and SIAC, including “The Whispered Conversation: Hong Kong v. Singapore” (Benton, 2019); “Choosing an arbitration centre in Asia—Hong Kong or Singapore?” (Out-Law Guide, 2015); and “Hong Kong Still Leads in International Dispute Resolution, but Singapore is Catching Up” (Zhang, 2020).

In addition to blogs and other online resources referencing competition between HKIAC and SIAC, a number of academic articles have been written about this topic. For example, a 2022 law review article stated that “HKIAC is a regional rival and close competitor to the SIAC, both in terms of the value of cases handled and worldwide reputation among practitioners” (Green, 2022, p. 309). Similarly, a 2018 law review article commented that “Both SIAC and HKIAC have attempted to capture broader
shares of the institutional arbitration market in Asia. One strategy for doing so has been through the opening of liaison offices in different Asian markets” (Tahbaz & Rassi, 2018, p. 109). For example, both HKIAC and SIAC opened liaison offices in Seoul, South Korea in 2013, and in Shanghai, China in 2015 (HKIAC) and 2016 (SIAC). These two institutions are competing for market dominance in East Asia via developing prominent reputations as well as launching liaison offices in the same markets.

One reason for competition between HKIAC and SIAC is the perception that they are viable alternatives to traditionally popular Western arbitration centers such as the ICC in Paris and LCIA in London. Another reason is HKIAC and SIAC’s close proximity to China. “Both the HKIAC and the SIAC are considered credible alternatives to European arbitration institutions and have had increasing workloads as parties adopt their arbitration rules in China-related contracts” (Nobles, 2012, p. 100). With China now the second largest economy in the world, the role of HKIAC and SIAC as centers of commercial arbitration involving Chinese parties will likely continue to grow, as will their level of competition. As evidence of this, “HKIAC and SIAC are [even] more popular than mainland Chinese arbitral institutions” (Li, 2020, p. 382). And in light of China’s recent Belt and Road Initiative (BRI) that involves Chinese firms interacting with firms from multiple countries, arbitration services from HKIAC and SIAC will continue to be highly sought after by Chinese parties. “HKIAC and SIAC will likely soak up many of the arbitral proceedings that arise under the BRI …” (Fell, 2019, p. 212). This need for arbitration services by Chinese parties will no doubt continue to create competition between HKIAC and SIAC in the foreseeable future.
Case Comparison at Three Time Periods

Once I gathered the appropriate data for each case (i.e., procedural rules from HKIAC and SIAC), the comparative case analysis began. As referenced previously, comparative case analysis involves two steps, the within-case analysis and the cross-case analysis. Applying this two-step process to my study, I started by examining the procedural rules from HKIAC and SIAC separately (within-case analysis). Afterwards, I compared them for similarities and differences (cross-case analysis). For my research, I compared the procedural rules of HKIAC and SIAC over three time periods:

1. At the time of HKIAC’s (1985) and SIAC’s (1991) founding (Analysis 1);
2. The most recent procedural rule iterations (HKIAC: 2018, SIAC: 2016) (Analysis 2); and
3. Year 2013, which falls between the first two analyses (Analysis 3).

The purpose of this structured approach – Analysis 1, Analysis 2, Analysis 3 – is to identify possible trends in convergence and/or divergence between the two arbitration centers across nearly three decades.

Data Collection

Data collection entailed collecting the procedural rules of HKIAC and SIAC from each institution’s website. I downloaded three pairs of procedural rules, each corresponding to a timeframe of analysis.

Data Collection for Analysis 1 (Foundation Procedural Rules)

For the foundation pair, I downloaded HKIAC’s procedural rules that were in effect at the time of its founding, 1985 (Appendix 3). Similarly, I downloaded SIAC’s procedural rules that were in effect at the time of its creation, 1991 (Appendix 4). As for the ICC, from the time of its founding in 1919, its procedural rules have undergone a few
major revisions: 1955, 1975, 1988, 2012, 2017, and 2021. For purposes of comparing ICC rules to those from HKIAC and SIAC at the time of these two centers’ founding, I had to select one year from the ICC’s multiple procedural rule iterations. Initially, the 1988 version seemed ideal for selection since it predates the founding of SIAC (1991) by only a few years. However, 1988 postdates the founding of HKIAC (1985). Consequently, the iteration year I selected from the ICC to conduct the comparative analysis was 1975 (Appendix 5), which predates both HKIAC’s and SIAC’s founding. For visual clarification, Table 5 delineates the various years that procedural rules were amended across all three arbitration centers.

Table 5

*Procedural Rules from ICC, HKIAC, and SIAC*

<table>
<thead>
<tr>
<th>Arbitration Center</th>
<th>Founding</th>
<th>Iterations of Procedural Rules</th>
</tr>
</thead>
</table>

*Data Collection for Analysis 2 (Most Recent HKIAC and SIAC Procedural Rules)*

The second pair of procedural rules I downloaded correspond to the rules in effect today: 2018 for HKIAC (Appendix 6) and 2016 for SIAC (Appendix 7), as evident in Table 5 above. Procedural rules downloaded as part of Analysis 1 (i.e., foundation procedural rules) were compared to the most recent procedural rules to identify possible patterns of convergence and/or divergence. The goal was to see if there was any more or less convergence between the most recent procedural rules of HKIAC and SIAC compared to the results from the first comparison.
Data Collection for Analysis 3 (2013 Common Iterations)

The third pair of procedural rules for comparison falls between the first two analyses, i.e., to a timeframe between the first pair (Analysis 1) and the second pair (Analysis 2). The purpose of conducting this third analysis was to compare both centers’ procedural rules at a point in time (2013) when they both amended their rules concurrently (Appendix 8 for HKIAC; Appendix 9 for SIAC), which allows for a more even comparison of rule changes relative to the other two analyses. To illustrate, in Analysis 1, which focused on the founding years, the comparison years were 1985 (HKIAC) and 1991 (SIAC). Similarly, in Analysis 2, which focused on the two centers’ most recent rule iterations, the comparison years were 2016 (SIAC) and 2018 (HKIAC). As evident in Table 6 below, 2013 was the only year falling between Analysis 1 and Analysis 2 where both centers amended their new rules in the same year.

Table 6

Procedural Rules from HKIAC and SIAC: Concurrent 2013 Amendments

<table>
<thead>
<tr>
<th>Arbitration Center</th>
<th>Founding</th>
<th>Iterations of Procedural Rules</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>1985</td>
<td>2005, 2008, <strong>2013</strong>, 2015, 2018</td>
</tr>
</tbody>
</table>

Besides procedural rules that I downloaded from each center’s website, I also downloaded annual reports, which contain statistical data as well as messages from senior executives at each institution. For HKIAC, annual reports are available from 2009 to 2022. For SIAC, they are available from 2010 to 2022.
Methodology

Text analysis (also known as document analysis) is a common research method associated with qualitative research design. Typically, there are two forms of text analysis – thematic analysis and content analysis (Crowe, Inder, and Porter, 2015). Thematic analysis focuses on identifying overarching themes within the data whereas content analysis focuses on examining instances of coded concepts and keywords. According to Crowe, Inder, and Porter (2015), “Thematic analysis and content analysis can be considered to be on a continuum . . . with thematic analysis tending more towards inductive approaches . . . and content analysis tending more towards deductive approaches to identify manifest meanings” (p. 619). Since I already know what I am comparing (i.e., different aspects of arbitration procedural rules), as opposed to identifying new/emerging themes, it makes sense to pursue a deductive analysis; hence, content analysis.

Qualitative Content Analysis

For both within-case analysis and cross-case analysis, my study incorporates qualitative content analysis (QCA), which is a research tool intended for in-depth examination behind the meaning of text. As a background, content analysis is a research method that can be used in both quantitative and qualitative studies. In quantitative studies, content analysis focuses on counting and measuring text (Grbich, 2007), whereas in qualitative studies, content analysis focuses on interpreting and understanding meaning behind text (Merriam & Tisdell, 2016; Neuman, 2015). For my research, I utilized QCA to conduct an in-depth comparison of arbitration procedural rules, a process that involved interpreting rather than quantifying text. Essentially, QCA is a systematic, rule-based approach to examining text qualitatively (Mayring, 2000).
QCA is a most suitable research method for my topic because it allows for in-depth examination behind the meaning of text. For my research, the unit of analysis is each center’s procedural rules. And because the research question involves comparing procedural rules, the approach is descriptive in nature. However, it also involves explanatory analysis because I consulted HKIAC’s and SIAC’s annual reports to seek explanations for convergence/divergence in the two centers’ procedural rules. Below, I discuss my data analysis process.

**Data Analysis Process**

Once the procedural rules from both centers were downloaded, I used the two-step comparative case analysis method (i.e., within-case analysis and cross-case analysis) in conjunction with QCA. For the two-step process, I first examined the contents of each center’s procedural rules separately (within-case analysis) to gain technical and comprehensive knowledge of each institution’s rules. I did this by copying the rules saved in PDF format to Microsoft Word so that I could use a combination of font color, highlighting, and side notes to organize my thoughts. Once this first step was completed, the second step involved looking for comparable subject matter content between the two center’s rules (cross-case analysis) to see how each might resemble or differ across similar regulations. I accomplished this second step by placing each center’s rules in a side-by-side column in Microsoft Word (Appendix 10 for Analysis 1; Appendix 11 for Analysis 2; Appendix 12 for Analysis 3), and then once again using font color, highlighting, and side note features to organize my thoughts (for illustration, see Appendix 13). Altogether, I did this two-step process three times, corresponding to the three timeframes (i.e., Analysis 1 foundation, Analysis 2 current period, and Analysis 3 in-between).
In terms of measuring convergence and divergence, there are at least three approaches I could have taken as part of the design. This is because there is currently no standardized approach that has been adopted within the ICA scholarly community. One approach (“Approach 1”) is to only track changes to rules that were similar between HKIAC and SIAC at their founding years. If these rules then become more similar over time, convergence is viewed to have increased. Conversely, if these rules become less similar over time or if one center deletes the corresponding rule altogether, divergence is viewed to have increased. Another approach (“Approach 2”) is the same as Approach 1, with the addition that if both centers add similar rules over time, convergence is viewed to have increased. Inversely, if one center adds a new rule but not the other center, divergence is deemed to have increased. A third approach (“Approach 3”) involves bifurcation, meaning convergence/divergence is measured both at the broad theme level and at a more detailed, textual level, so that in the end two convergence numbers are generated.

For my research, I selected Approach 2 because it recognizes all differences as divergence. Essentially, my definition of divergence is broad and covers all aspects of difference, including situations involving two similar rules (i.e., one from HKIAC and the other from SIAC) that become less similar over time as well as situations in which one center has implemented a new rule but not the other, meaning there is no mutual rule coverage between HKIAC and SIAC over any given issue. Further, I remained consistent with this approach all throughout my comparative analyses. Other researchers with a different operationalization of rule convergence and divergence (i.e., those using Approach 1, Approach 3, or some other approach) may come to different conclusions about the prevalence of overall trends.
For data analysis of annual reports, I created columns in Microsoft Word to paste recurring themes referenced by senior executives from both institutions. I also created an Excel spreadsheet to organize and compare statistical data shared by both centers. Examples of such data include the number of new cases administered by each center every year, the percentage of parties coming from outside the jurisdiction, and the number of foreign countries represented.

**Trustworthiness: QCA Quality Measures**

As part of my overall QCA process, I adopted specific quality measures to enhance the trustworthiness of my study. Indeed, trustworthiness is regarded as an appropriate quality measure for qualitative research in international business (Sinkovics et al., 2008). Trustworthiness is significant because all researchers must establish a “link between the abstractions they posit and their observations of the empirical world that form the basis of these abstractions” (Bradley, 1993, p. 436). Trustworthiness can be assured by addressing issues of credibility, dependability, confirmability, transferability, or authenticity (Guba & Lincoln, 1994; Lincoln & Guba, 1985). Of these five, two are applicable to my study – credibility and confirmability.

*Credibility* refers to the truth of the data and the interpretation of them by the researcher (Polit & Beck, 2012). To support credibility, “the researcher should demonstrate engagement, methods of observation, and audit trails” (Cope, 2014, p. 89). For my study, I am able to demonstrate credibility because of the audit trail I have created, which lays out how I collected data (i.e., downloaded procedural rules directly from the two arbitration centers’ websites) and how I analyzed and interpreted data (i.e., through implementation of the two-step comparative case analysis method: within-case analysis and cross-case analysis).
Confirmability refers to “the potential for congruence between two or more independent people about the data’s accuracy, relevance, or meaning” (Elo et al., 2014, p. 2). In other words, it reflects the researcher’s ability to show that the data represents the participants’ responses and not the researcher’s biases or viewpoints (Polit & Beck, 2012; Tobin & Begley, 2004). According to Cope (2014), confirmability can be demonstrated by “describing how conclusions and interpretations were established, and exemplifying that the findings were derived directly from the data. In reporting qualitative research, this can be exhibited by providing rich quotes…” (p. 89) For my study, I established confirmability by documenting the exact location of each source where I referenced the data, i.e., I identified the exact location and code marker of each procedural rule where I quoted the text from.

**Study Limitations**

My research design and methodology have limitations. For data collection, a lack of interviews and survey responses from senior staff members from either HKIAC or SIAC means that I am not able to fully understand the rationales for changes in procedural rules over time. Interviews were not included in the study design because both centers are close-knit organizations, making it extremely difficult for outsiders to gain communications access to conduct interviews. Also, analysis of annual reports and other data provide an initial understanding of possible explanations for observed patterns, but additional research would be required to develop a more complete account.

Another limitation concerns the literature review. All of the sources I consulted are written in English. Because ICA is a global phenomenon, there might be articles written in other languages that would provide perspectives different from English language sources.
Further, I included only the ICC as one external reference center to compare to HKIAC and SIAC. I chose the ICC as a reference because of its position as a highly esteemed and regarded international arbitration center. However, there exists other highly regarded international arbitration centers, such as the LCIA based in London, AAA in New York, and the SCC in Stockholm. Future research should include these centers in the analysis to develop a more complete picture of arbitration procedural rules convergence or divergence. I did not include these centers in my study because the literature did not reference them often (compared to the ICC) in terms of the level of influence they have on other arbitration centers’ development.

A further limitation pertains to the lack of a universal way of measuring convergence and divergence. As referenced previously, there are at least three approaches for measurement. For my research, I selected Approach 2 because it recognizes all differences as divergence. Other researchers with a different operationalization of rule convergence and divergence (i.e., those using Approach 1, Approach 3, or some other approach) may come to different conclusions about the prevalence of overall trends.

With regard to methodological limitations, an absence of other team members engaging in data analysis with me means I had no one else but myself to double-check my work. Although comparison of written procedural rules via QCA seems straightforward, much of this analysis involves interpretation of text. And anytime interpretation of text is involved, there is a possibility of human error. Nevertheless, I have explained above the trustworthiness measures taken to enhance the credibility of my QCA method, including creating analytical documentation, audit trails, and documenting the exact location of each source where I reference the data.
CHAPTER FOUR

UNEXPECTED OUTCOME: REDUCTION IN CONVERGENCE OVER TIME

In this chapter, I discuss findings from three separate analyses: Analysis 1, Analysis 2, and Analysis 3. Analysis 1 compares HKIAC’s and SIAC’s procedural rules at the time of their founding (1985 and 1991, respectively); Analysis 2 compares both centers’ current procedural rules (adopted in 2016 and 2018); and Analysis 3 focuses on year 2013 (when both centers concurrently amended their procedural rules) as a comparison point, which falls between Analysis 1 and Analysis 2.

A summary of key findings below reflects a simple comparison of HKIAC’s and SIAC’s procedural rules as they changed over time. Notably, these findings are based on my definition of divergence, which is broad and covers all aspects of change, which could be some combination of new rules being added, existing rules being amended, and/or some rules being revoked. Consequently, other researchers who follow a narrower definition of divergence may reach a different conclusion compared to the summary of findings presented below. Furthermore, the gap among the three analyses is uneven (as reflected in Figure 1): In the case of HKIAC, there is a 28-year difference between Analysis 1 (1985) and Analysis 3 (2013), but only a 5-year difference between Analysis 3 and Analysis 2 (2018). Similarly with SIAC, there is a 22-year difference between Analysis 1 (1991) and Analysis 3 (2013), but only a 3-year difference between Analysis 3 and Analysis 2 (2016).

**Figure 1.** Uneven Gap Distribution

| HKIAC: 1985 -- *(28 years)* -- 2013 -- *(5 years)* -- 2018 |
| Analysis 1 | Analysis 3 | Analysis 2 |

| Analysis 1 | Analysis 3 | Analysis 2 |
These uneven gaps are a reflection of both centers’ procedural rule iterations occurring at different times from one another (see Figure 2) and the selection of year 2013 as an “in-between” point between Analysis 1 and Analysis 2 due to 2013 being the only year in which both centers concurrently amended their procedural rules.

![Figure 2. Comparison of Procedural Rule Iterations](image)

Nevertheless, the percentages referenced below help quantify changes that occurred across nearly three decades, and illustrate the possibility of a divergence trend between HKIAC and SIAC.

Key findings from Analysis 1:

- The ICC does not appear to influence HKIAC’s nor SIAC’s procedural rules development as hypothesized.
- Of HKIAC’s 133 (combined primary and subcomponent) rules in existence in 1985 and SIAC’s 132 (combined primary and subcomponent) rules in 1991, I identified 26 instances of commonality.
- HKIAC’s (19.5%) and SIAC’s (19.7%) level of procedural rules convergence towards one another is very similar.¹

¹ The near-identical percentages (19.5% and 19.7%) of each center’s procedural rules converging towards the other strongly suggest the influence that the 1976 UNCITRAL Arbitration Rules had on both centers.
• In the aggregate, approximately one-fifth (19.6%) of their combined procedural rules were convergent with one another. Thus, as the starting point (i.e., comparing both centers procedural rules at the time of their founding), there is more divergence than convergence.

Key findings from Analysis 2:

• Of HKIAC’s 339 (combined primary and subcomponent) rules amended in 2018 and SIAC’s 243 (combined primary and subcomponent) rules revised in 2016, I identified 35 instances of commonality.

• A slightly larger portion of SIAC’s procedural rules (14.4%) converge with HKIAC’s rules than HKIAC’s procedural rules (10.3%) converge with SIAC’s rules.

• Relative to Analysis 1, the proportion of each center’s procedural rules being convergent toward the other in Analysis 2 decreased (HKIAC: 19.5% → 10.3%; SIAC: 19.7% → 14.4%).

• In the aggregate, approximately one-tenth (12%) of HKIAC and SIAC’s combined procedural rules are convergent towards one another. Relative to Analysis 1, the aggregate convergence percentage in Analysis 2 has dropped: 19.6% → 12%.

Key findings from Analysis 3:

• Of HKIAC’s 279 (combined primary and subcomponent) rules and SIAC’s 183 (combined primary and subcomponent) rules in existence in 2013, I identified 32 instances of commonality.

• A larger portion of SIAC’s procedural rules (17.5%) converge with HKIAC’s rules than HKIAC’s procedural rules (11.5%) converge with SIAC’s rules.

HKIAC adopted these rules (verbatim) at its inception but not SIAC. But since the percentages are so similar between the two centers, it could be inferred that SIAC adopted at its inception many of the UNCITRAL Arbitration Rules already in place at HKIAC.
• Relative to Analysis 1 and Analysis 2, in Analysis 3 the proportion of each center’s procedural rules being convergent with the other center (i.e., HKIAC’s 11.5% and SIAC’s 17.5%) fits in between the previous two analyses to form a possible divergence trend (HKIAC: 19.5% → 11.5% → 10.3%; SIAC: 19.7% → 17.5% → 14.4%).

• In the aggregate, a little over one-tenth (13.9%) of both centers’ combined procedural rules are convergent towards one another. Relative to Analysis 1 and Analysis 2, the aggregate convergence percentage in Analysis 3 (i.e., 13.9%) fits in between the previous two analyses to form a possible divergence trend: 19.6% → 13.9% → 12%.

**Findings from Analysis 1:**
**Both Centers’ Level of Convergence Near Identical at Time of Founding**

The focus of Analysis 1 was on comparing the procedural rules of HKIAC and SIAC at the time of their founding to see their level of similarity. Analysis 1 also involved evaluating Hypothesis 1A, which predicted that due to mimetic isomorphism, the procedural rules from HKIAC and SIAC should be convergent due to their likelihood of copying the rules from the ICC, historically the leading international arbitration center in the world. Below, I begin with a discussion of the ICC’s potential influence on the procedural rules of HKIAC and SIAC at the time of their founding, followed by a comparison of HKIAC’s and SIAC’s procedural rules.

**Evaluating Influence of the ICC on HKIAC and SIAC Procedural Rule Development**

HKIAC and SIAC were formed in 1985 and 1991, respectively. To assess the level of influence the ICC may have had in HKIAC’s and SIAC’s procedural rule development at the time of their founding, I examined and compared the 1975 ICC procedural rules to the 1985 HKIAC rules and 1991 SIAC rules. The ICC’s 1975 rules were most appropriate to use as a comparison because as revealed in Table 7 below, which delineates the various years that
procedural rules were amended across all three arbitration centers, it is the year that most closely predates both HKIAC’s and SIAC’s founding.

- Initially, the ICC’s 1988 version seemed ideal for selection since it predates the founding of SIAC (1991) by only a few years. However, 1988 postdates the founding of HKIAC (1985), and therefore cannot be selected.²

- Consequently, the iteration year I chose from the ICC to conduct the comparative analysis was 1975, which predates both HKIAC’s and SIAC’s founding.

Table 7

**Procedural Rules from ICC, HKIAC, and SIAC**

<table>
<thead>
<tr>
<th>Arbitration Center</th>
<th>Founding</th>
<th>Iterations of Procedural Rules</th>
</tr>
</thead>
</table>

Table 8 below shows a cross-comparison of the procedural rules from the three arbitration centers. The 1975 version of the ICC procedural rules had 26 rules, referred to as “articles.” However, because many of these articles had subrules and even subrule components, the actual total number of rules was 72. The 1985 version of the HKIAC procedural rules had 41 articles; but with subrules and subrule components, the total was actually 133. And finally, the 1991 version of the SIAC procedural rules had 33 rules, but with subrules and subrule components, the actual total was 132. Among the three centers, they commonly share 13 rules.

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² Nevertheless, had the ICC’s 1988 version been compared to SIAC’s 1991 founding rules, there most likely would not be much procedural rule overlap since (as discussed further below) the ICC did not adopt the 1976 UNCITRAL Arbitration Rules which were adopted verbatim by HKIAC at its founding and indirectly adopted by SIAC at its founding.
Table 8

Cross-Comparison of Procedural Rules from the ICC, HKIAC, and SIAC at Time of HKIAC and SIAC Founding

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Parties can freely pick between having one or three arbitrators.</td>
<td>Source: Article 2(2)</td>
<td>Source: Article 5</td>
<td>Source: Rule 6</td>
</tr>
<tr>
<td>(2). Appointing authority can be requested to appoint an arbitrator.</td>
<td>Source: Article 2(4)</td>
<td>Source: Article 6(1)</td>
<td>Source: Rule 7(1)</td>
</tr>
<tr>
<td>(3). Arbitrator may be challenged.</td>
<td>Source: Article 2(7)</td>
<td>Source: Article 10(1)</td>
<td>Source: Rule 11(1)</td>
</tr>
<tr>
<td>(4). Arbitrator can be replaced.</td>
<td>Source: Article 2(8)</td>
<td>Source: Article 13(1)</td>
<td>Source: Rule 14(1)</td>
</tr>
<tr>
<td>(5). Arbitration commences on date that notice is received.</td>
<td>Source: Article 3(1)</td>
<td>Source: Article 3(2)</td>
<td>Source: Rule 3.3</td>
</tr>
<tr>
<td>(6). Notice to respondent of impending arbitration.</td>
<td>Source: Article 3(3)</td>
<td>Source: Article 3(1)</td>
<td>Source: Rule 3.1</td>
</tr>
<tr>
<td>(7). Tribunal can fix costs of arbitration.</td>
<td>Source: Article 20(1)</td>
<td>Source: Article 38</td>
<td>Source: Rule 29.1</td>
</tr>
<tr>
<td>(8). Deposit to cover costs.</td>
<td>Source: Article 9(1)</td>
<td>Source: Article 41(1)</td>
<td>Source: Rule 26.1</td>
</tr>
<tr>
<td>(9). A settlement by the parties will be recognized.</td>
<td>Source: Article 17</td>
<td>Source: Article 34(1)</td>
<td>Source: Rule 27.7</td>
</tr>
<tr>
<td>(10). A majority decision is required if there are three arbitrators.</td>
<td>Source: Article 19</td>
<td>Source: Article 31(1)</td>
<td>Source: Rule 27.3</td>
</tr>
<tr>
<td>(11). Parties can be represented.</td>
<td>Source: Article 6</td>
<td>Source: Article 4</td>
<td>Source: Rule 20</td>
</tr>
<tr>
<td>(12). Counter-claims are allowed.</td>
<td>Source: Article 5(1)</td>
<td>Source: Article 19(3)</td>
<td>Source: Rule 4.1</td>
</tr>
<tr>
<td>(13). Parties can choose which substantive law to use in the arbitration.</td>
<td>Source: Article 13(3)</td>
<td>Source: Article 33(1)</td>
<td>Source: Rule 24.1(a)</td>
</tr>
</tbody>
</table>

Refer to Appendix T8 for description of rules.

Low Influence from the ICC

As evident from Table 8, it appears that the ICC had low influence on the development of procedural rules of HKIAC and SIAC. Of the 72 rules from the ICC, 133 from HKIAC, and 132 from SIAC, only 13 rules were identified as having commonality among all three centers. These findings suggest that neither HKIAC nor SIAC modeled their rules after the ICC, and can be evaluated through the lens of mimetic isomorphism.
**Evaluation through Mimetic Isomorphism**

This form of isomorphism “derives from uncertainty and ambiguity about goals” (Volberda et al., 2012, p. 1043), typically occurring during times of uncertainty. Although mimetic isomorphism traditionally has been used to explain why existing organizations may look to more successful organizations to emulate in times of uncertainty, a number of studies (Gentry et al., 2013; Searing, 2023) have applied mimetic isomorphism to explain brand new organizations’ (i.e., startups) emulation of successful organizations. Within the context of global arbitration centers, the ICC is one of the oldest and has traditionally been viewed by other centers to be the leader. As such, I had hypothesized that under mimetic isomorphism, HKIAC and SIAC might have emulated their procedural rules after the ICC at the time of their founding to attain equal success.

Based on my findings, however, mimetic isomorphism might not be applicable; any presumption that mimetic isomorphism might apply due to the ICC being the traditional leader among all global arbitration centers has not been established. For Analysis 1, 72 rules from the ICC were compared to 133 rules from HKIAC and 132 rules from SIAC. The results showed that among these three centers’ rules, they only shared 13 rules in common. This would suggest that the ICC had low influence on the development of procedural rules of HKIAC and SIAC. However, since a global study comparing the ICC’s rules to those of all international arbitration centers around the world has not been performed, it is unclear whether roughly 18% (i.e., 13/72) is considered influential or not. In addition, my operationalization of rule convergence and divergence may also affect the findings. Finally, this study did not investigate the presence of mimetic isomorphic processes since the 2000s. To do so, it would have been necessary to investigate any evidence of organizational uncertainty prior to changes of arbitration rules at HKIAC and SIAC. A possible reason for the ICC’s lack of influence may be due to HKIAC’s and SIAC’s desire to reference the UN, perceived to be a neutral body, rather than a “Western” arbitration court based in Paris, France.
Comparison of HKIAC and SIAC Procedural Rules

The 1985 version of HKIAC’s procedural rules consists of 41 main rules. However, because many of these rules contain subrules (and some with subrule components), the actual total number of rules is 133. Similarly, the 1991 version of SIAC’s procedural rules consists of 33 primary rules; but with subrules and subrule components, the actual number is 132. In a direct comparison of HKIAC’s 133 total rules in existence in 1985 to SIAC’s 132 total rules in existence in 1991, I identified 26 instances of commonality, summarized in Table 9 below.

Table 9

Comparison of HKIAC and SIAC Procedural Rules at Time of Founding

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Parties can freely pick between having one or three arbitrators.</td>
<td>Source: Article 5</td>
<td>Source: Rule 6</td>
</tr>
<tr>
<td>(2). Arbitration commences on date that notice is received.</td>
<td>Source: Article 3(2)</td>
<td>Source: Rule 3.3</td>
</tr>
<tr>
<td>(3). Notice of arbitration.</td>
<td>Source: Article 3(1)</td>
<td>Source: Rule 3.1</td>
</tr>
<tr>
<td>(4). Calculation of notice delivery.</td>
<td>Source: Article 2(2)</td>
<td>Source: Rule 2.2</td>
</tr>
<tr>
<td>(5). Arbitrator must be impartial.</td>
<td>Source: Article 9</td>
<td>Source: Rule 10(1)</td>
</tr>
<tr>
<td>(6). Arbitrator may be challenged.</td>
<td>Source: Article 10(1)</td>
<td>Source: Rule 11(1)</td>
</tr>
<tr>
<td>(7). Arbitrator can be replaced.</td>
<td>Source: Article 13(1)</td>
<td>Source: Rule 14(1)</td>
</tr>
<tr>
<td>(8). Tribunal can fix costs of arbitration.</td>
<td>Source: Article 38</td>
<td>Source: Rule 29.1</td>
</tr>
<tr>
<td>(9). Repetition of hearings if arbitrator replaced.</td>
<td>Source: Article 14</td>
<td>Source: Rule 15</td>
</tr>
<tr>
<td>(10). Physical delivery qualifies as receipt.</td>
<td>Source: Article 2(1)</td>
<td>Source: Rule 2.1</td>
</tr>
<tr>
<td>(11). Period of time to provide further written statements.</td>
<td>Source: Article 22</td>
<td>Source: Rule 17.4</td>
</tr>
<tr>
<td>(12). Tribunal’s power to rule on its own jurisdiction.</td>
<td>Source: Article 21(1)</td>
<td>Source: Rule 25.1</td>
</tr>
<tr>
<td>(13). Waiver of rules.</td>
<td>Source: Article 30</td>
<td>Source: Rule 33.1</td>
</tr>
<tr>
<td>(14). Deposit to cover costs.</td>
<td>Source: Article 41(1)</td>
<td>Source: Rule 26.1</td>
</tr>
<tr>
<td>(15). Unless parties have agreed otherwise, the tribunal determines the place of arbitration.</td>
<td>Source: Article 16(1)</td>
<td>Source: Rule 18.1</td>
</tr>
<tr>
<td>(16). The tribunal may appoint expert witnesses.</td>
<td>Source: Article 27(1)</td>
<td>Source: Rule 23.1</td>
</tr>
<tr>
<td>(17). Parties can agree on which language(s) to use.</td>
<td>Source: Article 17(1)</td>
<td>Source: Rule 19.1</td>
</tr>
<tr>
<td>(18). A settlement by the parties will be recognized.</td>
<td>Source: Article 34(1)</td>
<td>Source: Rule 27.7</td>
</tr>
<tr>
<td>(19). A majority decision is required if there are three arbitrators.</td>
<td>Source: Article 31(1)</td>
<td>Source: Rule 27.3</td>
</tr>
<tr>
<td>(20). Correction of award.</td>
<td>Source: Article 36(1)</td>
<td>Source: Rule 28.1</td>
</tr>
</tbody>
</table>
Superficially, 26 out of HKIAC’s 133 total rules (26/133 = 19.5%) converge with SIAC’s rules, whereas 26 out of SIAC’s 132 total rules (26/132 = 19.7%) converge with HKIAC’s rules. These results indicate that each center’s level of procedural rules convergence towards the other is very similar even though HKIAC was formed six years prior to SIAC. These results suggest SIAC adopted at its creation many rules already in place at HKIAC (which are based off of the 1976 UNCITRAL Arbitration Rules). And if we lump both centers’ procedural rules together—265 (i.e., HKIAC’s 133 + SIAC’s 132)—52 of them (i.e., 26 from HKIAC and 26 from SIAC) are convergent; 52/265 = 19.6%.

Thus, at the time of both centers’ founding, approximately one-fifth (19.6%) of each center’s procedural rules were convergent towards the other. However, it is uncertain if this number is statistically significant or not because there is nothing to compare it to, i.e., there is no existing database comparing levels of procedural rule convergence between sets of arbitration centers around the world and the associated designations for what would be significant. Table 10 provides a summary of Analysis 1.

Table 10

Comparative Convergence of HKIAC and SIAC Procedural Rules

<table>
<thead>
<tr>
<th></th>
<th>HKIAC</th>
<th>SIAC</th>
<th>HKIAC + SIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of center’s procedural rules being convergent with the other center.</td>
<td>19.5%</td>
<td>19.7</td>
<td></td>
</tr>
<tr>
<td>Percent of combined procedural rules being convergent.</td>
<td></td>
<td></td>
<td>19.6%</td>
</tr>
</tbody>
</table>
Findings from Analysis 2: The Proportion of Each Center’s Procedural Rules being Convergent with the Other Center’s Rules has Decreased Since Analysis 1

For Analysis 2, the goal was to see if there was any more or less convergence in HKIAC’s and SIAC’s current procedural rules compared to the results from Analysis 1 (which compared HKIAC’s and SIAC’s procedural rules at the time of their founding). HKIAC’s current rules were revised in 2018 and consist of 46 primary articles, five more than at founding. With subrules and subrule components, the actual total number is 339. SIAC’s current rules were amended in 2016 and comprise 41 primary rules, eight more than at founding. With subrules and subrule components, the actual total is 243. Of great significance for this second analysis is the role of the UNCITRAL Model Law, described further below.

UNCITRAL Model Law

The United Nations Commission on International Trade Law (UNCITRAL) is an organization created in 1966 by the UN General Assembly “with the express object of promoting international trade harmonization” (Eiselen, 2015, p. 88). As part of the mission to promote harmonization, UNCITRAL enacted the Model Law in 1985, which is a set of arbitration procedural rules with the goal that signatory countries would adopt these rules when conducting ICA (Dobbins, 2003; Hoelling, 1986). In the previous section, I referenced the UNCITRAL Arbitration Rules that were enacted in 1976. The difference between the 1976 Arbitration Rules and the 1985 Model Law is that the former is catered towards parties to a dispute whereas the latter is directed at countries.

Fundamentally, the Model Law “is designed to harmonize and unify the laws of member nations to facilitate international commercial arbitration and ensure its proper
functioning and recognition” (Lucio, 1986, p. 313). As of the beginning of 2024, 88 of the 193 member states of the United Nations have adopted the Model Law (UN Commission on International Trade Law, 2024). However, a country adopting the Model Law does not mean that it adopts every single rule; rather, countries have the flexibility to determine how much of the Model Law they want to incorporate into their arbitration laws. Essentially, “states are encouraged to incorporate all or part of this law into their own national law in an effort to make arbitration law more universal” (Courtney, 2009, p. 592). Once a country adopts some aspect of the Model Law, the arbitration centers within such country, although they are private, would need to construct their arbitration rules to abide by the national law.

**Adoption of UNCITRAL Model Law by HKIAC and SIAC**

Hong Kong adopted the Model Law in 1990, and Singapore did so in 1995. Hong Kong’s decision to adopt the Model Law was driven by a desire to expand its customer base. At the time, the city-state felt that its English common law system might be a hindrance for clients hailing from the civil law system. Because the Model Law had many elements of a civil law system, its adoption was deemed a sound strategy. Thomas (1986) proffers that “One of the arguments for the adoption … in Hong Kong of the UNCITRAL Model Law … is that those who are not familiar with the operation of the English system may not be anxious to use it. If they can see the legal basis of the system clearly spelt out in a way which looks similar to their own arbitration law, they will be much more willing to submit themselves to it” (p. 143). Similarly, Kaplan (1988) indicated that Hong Kong officials “felt that it would be to Hong Kong’s advantage to have a law which was widely known and understood by the international commercial community” (p. 173). Consequently, Hong Kong became the first jurisdiction in Asia to adopt the Model Law (Eliasson, 2017).
Similar to Hong Kong, Singapore’s decision to adopt the Model Law grew out of a desire to “boost its position as an international arbitration center” (Tabalujan, 1995, p. 52). It felt that in order to establish itself as a major financial and commercial hub, it was “imperative for her to have an effective dispute resolution system capable of dealing with commercial disputes fairly, swiftly and affordably. A strong international commercial arbitration infrastructure will complement the already-speedy judicial system” (Locknie, 1994, pp. 389-390). Furthermore, Singapore did not want to fall behind its competitor Hong Kong, which had already adopted the Model Law. Essentially, leaders from Singapore felt that by adopting the Model Law, it would be in a better position to not only compete against Hong Kong, but also to become a central financial hub in Asia. In other words, according to Sornaraja (1996), “Singapore has indicated a clear desire to be abreast of the best developments taking place elsewhere, in the hope of providing an attractive arbitral forum to the business community in Singapore and throughout the Asian region” (p. 251).

The 1985 Model Law underwent a series of amendments in 2006, which Hong Kong adopted but not Singapore. However, the changes were not drastic; they only pertained to “articles 1 (2), 7, and 35 (2), a new chapter IV A to replace article 17 and a new article 2 A” (UNCITRAL, 2024).

**Procedural Rule Comparisons**

Table 11 below shows results of my analysis (full data presented in Appendix 5), which compares the 2016 SIAC rules to the 2018 HKIAC rules. Between them, they share 35 rules in common.
Table 11


<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Written notice within time limits.</td>
<td>Source: Article 3.3</td>
<td>Source: Rule 2.2</td>
</tr>
<tr>
<td>(2). Arbitration commences on date that notice is received.</td>
<td>Source: Article 4.2</td>
<td>Source: Rule 3.1</td>
</tr>
<tr>
<td>(3). Notice of arbitration.</td>
<td>Source: Article 4.1</td>
<td>Source: Rule 3.4</td>
</tr>
<tr>
<td>(4). Response to notice of arbitration.</td>
<td>Source: Article 5.1</td>
<td>Source: Rule 4.1</td>
</tr>
<tr>
<td>(5). Jurisdiction of arbitral tribunal.</td>
<td>Source: Article 19.1</td>
<td>Source: Rule 28.2</td>
</tr>
<tr>
<td>(6). Additional parties can be joined.</td>
<td>Source: Article 27.1</td>
<td>Source: Rule 7.1</td>
</tr>
<tr>
<td>(7). Multiple contracts can be merged into one arbitration.</td>
<td>Source: Article 29</td>
<td>Source: Rule 6.1(a)</td>
</tr>
<tr>
<td>(8). Multiple arbitrations can be consolidated.</td>
<td>Source: Article 28.1</td>
<td>Source: Rule 8.1</td>
</tr>
<tr>
<td>(9). Party representatives</td>
<td>Source: Article 13.6</td>
<td>Source: Rule 23.1</td>
</tr>
<tr>
<td>(10). Parties have a choice of having one or three arbitrators.</td>
<td>Source: Article 6.1</td>
<td>Source: Rule 9.1</td>
</tr>
<tr>
<td>(11). Arbitrator(s)’s impartiality can be challenged.</td>
<td>Source: Article 11.6</td>
<td>Source: Rule 14.1</td>
</tr>
<tr>
<td>(12). Arbitrators may be replaced.</td>
<td>Source: Article 12.1</td>
<td>Source: Rule 17.1</td>
</tr>
<tr>
<td>(13). Deposit required before commencing arbitration.</td>
<td>Source: Article 41.1</td>
<td>Source: Rule 34.2</td>
</tr>
<tr>
<td>(14). Parties can agree on the seat of arbitration.</td>
<td>Source: Article 14.1</td>
<td>Source: Rule 21.1</td>
</tr>
<tr>
<td>(15). Parties can agree on which language(s) to use.</td>
<td>Source: Article 15.2</td>
<td>Source: Rule 22.1</td>
</tr>
<tr>
<td>(16). Parties can choose which substantive law to use in the arbitration.</td>
<td>Source: Article 36.1</td>
<td>Source: Rule 31.1</td>
</tr>
<tr>
<td>(17). The tribunal may appoint expert witnesses.</td>
<td>Source: Article 25.1</td>
<td>Source: Rule 26.1</td>
</tr>
<tr>
<td>(18). Interim relief available.</td>
<td>Source: Article 23.1</td>
<td>Source: Rule 30.1</td>
</tr>
<tr>
<td>(19). Expedited procedure available.</td>
<td>Source: Article 42.2</td>
<td>Source: Rule 5.1</td>
</tr>
<tr>
<td>(20). The tribunal may correct an error in the award.</td>
<td>Source: Article 38.1</td>
<td>Source: Rule 33.1</td>
</tr>
<tr>
<td>(21). Tribunal immune from liability.</td>
<td>Source: Article 46.1</td>
<td>Source: Rule 38.1</td>
</tr>
<tr>
<td>(22). Confidentiality is to be maintained.</td>
<td>Source: Article 45.1</td>
<td>Source: Rule 39.1</td>
</tr>
<tr>
<td>(23). Arbitrator(s) must remain impartial.</td>
<td>Source: Article 11.1</td>
<td>Source: Rule 13.1</td>
</tr>
<tr>
<td>(24). A majority decision is required if there are three arbitrators.</td>
<td>Source: Article 33.1</td>
<td>Source: Rule 32.7</td>
</tr>
<tr>
<td>(25). A settlement by the parties will be recognized.</td>
<td>Source: Article 37.2(a)</td>
<td>Source: Rule 32.10</td>
</tr>
<tr>
<td>(26). Waiver of rules</td>
<td>Source: Article 32.1</td>
<td>Source: Rule 41.1</td>
</tr>
<tr>
<td>(27). Tribunal’s power to rule on its own jurisdiction.</td>
<td>Source: Article 27.2</td>
<td>Source: Rule 28.2</td>
</tr>
<tr>
<td>(28). Period of time to provide further written statements.</td>
<td>Source: Article 20</td>
<td>Source: Rule 20.2</td>
</tr>
</tbody>
</table>
As summarized in Table 11, I identified 35 instances of commonality in procedural rules between HKIAC and SIAC. Essentially, 35 out of HKIAC’s 339 rules in 2018 (35/339 = 10.3%) converge with SIAC’s rules, whereas 35 out of SIAC’s 243 rules in 2016 (35/243 = 14.4%) converge with HKIAC’s rules. As such, a slightly larger portion of SIAC’s procedural rules (14.4%) converge than HKIAC’s procedural rules (10.3%). And if we lump both centers’ procedural rules together—582 (i.e., HKIAC’s 339 + SIAC’s 243)—70 of them (i.e., 35 from HKIAC and 35 from SIAC) are convergent; 70/582 = 12%. Thus, for both center’s most recent procedural rule iterations, approximately one-tenth (12%) of their combined procedural rules are convergent. As evident in Table 12 below, three observations can be made about Analysis 2 relative to Analysis 1:

1. **The proportion of each center’s procedural rules being convergent with the other center has decreased** (HKIAC: 19.5% → 10.3%; SIAC: 19.7% → 14.4%);
2. **SIAC appears to have increased its convergence towards HKIAC** (i.e., whereas the ratio between HKIAC and SIAC in Analysis 1 was a very close 19.5% : 19.7%, in Analysis 2 the ratio was 10.3% : 14.4%); and
3. **The proportion of both centers’ combined procedural rules being convergent towards each other has diminished** (i.e., whereas the percent of mutual convergence between the two centers was 19.6% in Analysis 1, it dipped down to 12% in Analysis 2).
Table 12

*Comparative Convergence between Analysis 1 and Analysis 2*

<table>
<thead>
<tr>
<th></th>
<th>HKIAC Analysis 1</th>
<th>HKIAC Analysis 2</th>
<th>SIAC Analysis 1</th>
<th>SIAC Analysis 2</th>
<th>HKIAC + SIAC Analysis 1</th>
<th>HKIAC + SIAC Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of center’s</td>
<td>19.5%</td>
<td>10.3%</td>
<td>19.7%</td>
<td>14.4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>procedural rules</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>being convergent with the other center.</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Percent of combined procedural rules</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19.6%</td>
<td>12%</td>
</tr>
<tr>
<td>being convergent.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Although the findings from Analysis 2 show progression of divergence, there is nevertheless presence of convergence (e.g., I identified 35 instances of commonality in procedural rules between HKIAC and SIAC). Since both Hong Kong and Singapore have adopted the Model Law, I had hypothesized (Hypothesis 1B) that HKIAC and SIAC procedural rules should be relatively similar to one another under neo-institutional theory’s coercive isomorphism. Below I evaluate the applicability of this form of isomorphism.

*Evaluation through Coercive Isomorphism*

The premise behind this form of isomorphism is that domestic organizations within any given field face external pressures from the environment—primarily government in nature—and are expected to conform in order to avoid regulatory constraints (Frumkin & Galaskiewicz, 2004) or restricted access to resources (Beckert, 2010). Within the context of global arbitration centers, the UNCITRAL Model Law would appear to be a type of government pressure from the environment since both the governments of Hong Kong and Singapore have adopted it. Consequently, I had hypothesized that the procedural rules of HKIAC and SIAC would converge because they are obligated to follow laws adopted by their governments.
While conditions for coercive isomorphism are *prima facie* present, this study did not fully investigate this hypothesis. To be able to do so, I would need to (1) compare the UNCITRAL Model Law to the rules from HKIAC and SIAC, and (2) conduct interviews with senior decision-makers at HKIAC and SIAC to determine the extent of government influence on these two centers’ procedural rule development.

**Continued Commonality across Three Decades: Analysis 1 to Analysis 2**

In Analysis 1, I identified 26 areas of commonality between HKIAC and SIAC procedural rules at the time of their founding (refer to Table 9). Table 13 below shows that of these 26 common rules, 22 of them remain commonly shared between the two centers approximately 30 years later (i.e., under the most recent procedural rule iterations).

Table 13

*Continued Convergence (Analysis 1 to Analysis 2)*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Parties can freely pick between having one or three arbitrators.</td>
<td>Source: Article 5</td>
<td>Source: Rule 6</td>
</tr>
<tr>
<td>(2). Arbitration commences on date that notice is received.</td>
<td>Source: Article 3.2</td>
<td>Source: Rule 3.3</td>
</tr>
<tr>
<td>(3). Notice of arbitration</td>
<td>Source: Article 3.1</td>
<td>Source: Rule 3.1</td>
</tr>
<tr>
<td>(4). Arbitrator must be impartial.</td>
<td>Source: Article 9</td>
<td>Source: Rule 10.1</td>
</tr>
<tr>
<td>(5). Arbitrator may be challenged.</td>
<td>Source: Article 10.1</td>
<td>Source: Rule 11.1</td>
</tr>
<tr>
<td>(6). Arbitrator can be replaced.</td>
<td>Source: Article 13.1</td>
<td>Source: Rule 14.1</td>
</tr>
<tr>
<td>(7). Period of time to provide further written statements.</td>
<td>Source: Article 22</td>
<td>Source: Rule 17.1</td>
</tr>
<tr>
<td>(8). Tribunal’s power to rule on its own jurisdiction.</td>
<td>Source: Article 21.1</td>
<td>Source: Rule 25.1</td>
</tr>
</tbody>
</table>
(9). Waiver of rules

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 30</td>
<td>Rule 33.1</td>
<td>Article 32.1</td>
<td>Rule 41.1</td>
</tr>
</tbody>
</table>

(10). Deposit to cover costs

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 41.1</td>
<td>Rule 26.1</td>
<td>Article 41.1</td>
<td>Rule 34.2</td>
</tr>
</tbody>
</table>

(11). Unless parties have agreed otherwise, the tribunal determines the place of arbitration.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 16.1</td>
<td>Rule 18.1</td>
<td>Article 14.1</td>
<td>Rule 21.1</td>
</tr>
</tbody>
</table>

(12). The tribunal may appoint expert witnesses.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 27.1</td>
<td>Rule 23.1</td>
<td>Article 25.1</td>
<td>Source 26.1.a</td>
</tr>
</tbody>
</table>

(13). Parties can agree on which language(s) to use.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 17.1</td>
<td>Rule 19.1</td>
<td>Article 15.2</td>
<td>Rule 22.1</td>
</tr>
</tbody>
</table>

(14). A settlement by the parties will be recognized.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 34.1</td>
<td>Rule 27.7</td>
<td>Article 37.2(a)</td>
<td>Rule 32.10</td>
</tr>
</tbody>
</table>

(15). A majority decision is required if there are three arbitrators.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 31.1</td>
<td>Rule 27.3</td>
<td>Article 33.1</td>
<td>Rule 32.7</td>
</tr>
</tbody>
</table>

(16). Correction of award

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 36.1</td>
<td>Rule 28.1</td>
<td>Article 38.1</td>
<td>Rule 33.1</td>
</tr>
</tbody>
</table>

(17). Parties can be represented.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 4</td>
<td>Rule 20</td>
<td>Article 13.6</td>
<td>Rule 23.1</td>
</tr>
</tbody>
</table>

(18). Counter-claims are allowed.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 19.3</td>
<td>Rule 4.1</td>
<td>Article 5.3</td>
<td>Rule 4.2</td>
</tr>
</tbody>
</table>

(19). Amendments allowed to original claim.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 20</td>
<td>Rule 24(1)(d)</td>
<td>Article 18.1</td>
<td>Rule 20.5</td>
</tr>
</tbody>
</table>

(20). The tribunal determines the manner in which witnesses are examined.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 25.4</td>
<td>Rule 22.3</td>
<td>Article 22.5</td>
<td>Rule 25.3</td>
</tr>
</tbody>
</table>

(21). Parties can choose which substantive law to use in the arbitration.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 33.1</td>
<td>Rule 24.1(a)</td>
<td>Article 36.1</td>
<td>Rule 31.1</td>
</tr>
</tbody>
</table>

(22). Tribunal can fix costs of arbitration.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 38</td>
<td>Rule 29.1</td>
<td>Article 34.1</td>
<td>Rule 35.1</td>
</tr>
</tbody>
</table>

Refer to Appendix T13 for description of rules.

Twenty-two (22) out of 26 is a significant amount for retention, possibly explained by normative isomorphism. For Hypothesis 1C, I had predicted that due to normative isomorphism, the procedural rules of HKIAC and SIAC should be convergent. Below I evaluate the applicability of this form of isomorphism.

**Evaluation through Normative Isomorphism**

This form of isomorphism occurs through pressures to conform to perceived norms and values in a given industry. It is change that is driven by professionalism and the emergence of legitimated professional practices, resulting in pressure for institutions to
conform because their staff are able to draw on organized professional networks and professional standards that guide their activities (Demers, 2007, p. 34). In other words, normative isomorphic change is driven by pressures brought about by professions. One mode is the legitimization inherent in the licensing and crediting of educational achievement, one clear example of which is law school attendance and bar licensure. The other is the inter-organizational networks that span organizations, such as legal staff from one corporation interacting with legal staff at another corporation. Essentially, norms developed during education are entered into organizations. For example, legal concepts learned by law students get introduced into the legal department of corporations where they end up working.

Further, inter-hiring between existing industrial firms encourages isomorphism. For example, it is a frequent occurrence for an arbitrator at one arbitration center to transition into working at another arbitration center. Fundamentally, people from the same educational backgrounds (e.g., those with law degrees) will approach problems in much the same way. Socialization on the job reinforces these conformities. Within the context of global arbitration centers, there is now a culture of international arbitration brought about by greater interaction among practitioners of ICA with similar legal training backgrounds. Results from Queen Mary international arbitration surveys show the existence of practice norms and perceptions among arbitration practitioners (Queen Mary University, 2010, 2012). Furthermore, in Ali’s (2009) study, “results of a 115-person survey and 64 follow up interviews … indicate that arbitration practitioners’ perceptions of … features of international arbitration … demonstrate a high degree of convergence across regions” (pp. 792-793). As such, I had hypothesized that HKIAC and SIAC might be inclined to share similar procedural rules due to the forces of normative isomorphism. More specifically, staff and practitioners of ICA at HKIAC and SIAC might be inclined to share the 22 similar procedural rules referenced above when they interact with one another across nearly three decades due to the forces of normative
isomorphism. Hence, normative isomorphism appears to be highly applicable to explain procedural rule convergence between HKIAC and SIAC.

One possible way to measure applicability of normative isomorphism on HKIAC and SIAC procedural rule convergence is to examine the professional training of leaders at HKIAC and SIAC. To pursue this goal, I reviewed annual reports from both centers (available on their websites) to identify senior leaders and thereafter conducted online searches to obtain their professional training backgrounds. A full listing of the search is provided in Table 14 below, which shows that professional legal training of senior leaders from both HKIAC and SIAC is very similar. For example, as demonstrated in Table 15, between the years 2009 to 2022, a total of five senior staff members at HKIAC had received their legal training in the United States, while a comparable six senior staff members at SIAC received the same training. Comparable numbers exist for legal training in the United Kingdom (10:7), Western Europe (2:1), Australia (2:1), and East Asia (8:6).

The similar professional training backgrounds of staff between the two centers suggest that a common type of arbitration specialist with a particular legal pedigree (i.e., attended law school in either the U.S., U.K., Western Europe, Australia, or East Asia) have staffed senior-level positions at HKIAC and SIAC over the past decades and have interacted with one another, thereby helping to normalize the practice of ICA. From these interactions among staff who may perceive arbitration procedural rules under a similar lens due to their common legal training, there is bound to be some standardization due to professionalism, resulting in convergence of procedural rules between HKIAC and SIAC. The literature appears to support this hypothesis. For example, “there are regular contacts among such institutions, which periodically review their regulations, taking into consideration each other’s rules. Thus, a significant level of uniformity and universality is reached, at least with respect to certain fundamental principles of procedure” (Draetta, 2015, p. 330). For this reason, normative isomorphism is very applicable to explain my findings.
Table 14.

**Normative Isomorphism via Professional Training**

<table>
<thead>
<tr>
<th>Year</th>
<th>Position</th>
<th>Name</th>
<th>HKIAC Training</th>
<th>Year</th>
<th>Position</th>
<th>Name</th>
<th>SIAC Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2010</td>
<td>Chairperson</td>
<td>Michael J. Moser</td>
<td>Columbia University, PhD</td>
<td>2010-2011</td>
<td>Chairman</td>
<td>Michael Pryles</td>
<td>U of Melbourne, LLB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>Harvard Law School, JD</em></td>
<td></td>
<td></td>
<td></td>
<td>U of Melbourne, LLM</td>
</tr>
<tr>
<td>2011-2013</td>
<td>Chairperson</td>
<td>Huen Wong</td>
<td>Chinese University of Hong Kong</td>
<td>2012-2014</td>
<td>President</td>
<td>Michael Pryles</td>
<td>U of Melbourne, Doctor of the Science</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>University of London (law)</td>
<td></td>
<td></td>
<td></td>
<td>of Law Bond University, PhD</td>
</tr>
<tr>
<td>2014-2016</td>
<td>Chairperson</td>
<td>Teresa Cheng</td>
<td>King's College London B.S. in Engineering</td>
<td>2012-2015</td>
<td>Chairman</td>
<td>Lucien Wong</td>
<td>National University of Singapore,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>University of London, LLB</td>
<td></td>
<td></td>
<td></td>
<td>LLB</td>
</tr>
<tr>
<td>2009-2013</td>
<td>Vice-Chair</td>
<td></td>
<td></td>
<td>2016-2022</td>
<td>Chairman</td>
<td>Davinder Singh</td>
<td>National University of Singapore,</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>LLB Columbia University, LLM</td>
</tr>
<tr>
<td>2017-2019</td>
<td>Chairperson</td>
<td>Matthew Gearing</td>
<td>The College Of Law, LPC</td>
<td>2015-2020</td>
<td>President</td>
<td>Gary Born</td>
<td>Haverford College, BA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Oxford University, BA (Jurisprudence)</td>
<td></td>
<td></td>
<td></td>
<td>University of Pennsylvania, JD</td>
</tr>
<tr>
<td>2020-2022</td>
<td>Chairperson</td>
<td>David Rivkin</td>
<td>Yale Law School, J.D.</td>
<td>2021-2022</td>
<td>Deputy Chairman</td>
<td>Chong Yee Leong</td>
<td>National University of Singapore,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yale University, B.A.</td>
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<td></td>
<td></td>
<td>LLB</td>
</tr>
<tr>
<td>2020-2022</td>
<td>Chairperson</td>
<td>Rimsky Yuen</td>
<td>University of Hong Kong, LLB</td>
<td>2017-2020</td>
<td>Deputy Chairman</td>
<td>Chan Leng Sun</td>
<td>University of Malaya, LLB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>University of Hong Kong, PCLL</td>
<td></td>
<td></td>
<td></td>
<td>University of Cambridge, LLM</td>
</tr>
<tr>
<td>2009-2010</td>
<td>Vice-Chair</td>
<td>Michael Hartmann</td>
<td>University of London, LLB</td>
<td>2010-2016</td>
<td>Deputy Chairman</td>
<td>Cavinder Bull</td>
<td>University of Oxford, BA</td>
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<td>Harvard University, LLM</td>
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<tr>
<td>2009-2013</td>
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<td>Robin Peard</td>
<td>Charterhouse School, UK</td>
<td>2012-2022</td>
<td>Vice President</td>
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<tr>
<td>2014-2015</td>
<td>Vice-Chair</td>
<td>John Budge</td>
<td>- -</td>
<td>2012-2017</td>
<td>Vice President</td>
<td>John Savage</td>
<td>Université Paris I Panthéon-Sorbonne,</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>LLM King's College, U of London, LLB</td>
</tr>
<tr>
<td>2014-2018</td>
<td>Vice-Chair</td>
<td>Peter Goldsmith</td>
<td>Cambridge University, Law</td>
<td>2021-2022</td>
<td>President</td>
<td>Lucy Reed</td>
<td>Brown University, B.A.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>University College London, MA</td>
<td></td>
<td></td>
<td></td>
<td>University of Chicago, J.D.</td>
</tr>
<tr>
<td>2017-2020</td>
<td>Vice-Chair</td>
<td>Joseph Wan</td>
<td>- -</td>
<td>2018-2020</td>
<td>Vice President</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year range</td>
<td>Position</td>
<td>Name</td>
<td>Education and Certificates</td>
<td>Year range</td>
<td>Position</td>
<td>Name</td>
<td>Education and Certificates</td>
</tr>
<tr>
<td>------------</td>
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<td>--------------------------------------------------------------------------------------------</td>
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<tr>
<td>2020-2022</td>
<td>Vice-Chair</td>
<td>Nils Eliasson</td>
<td>Lund University, LLD&lt;br&gt;Utrecht University, Certificate in International &amp; Comparative Law</td>
<td>2021-2022</td>
<td>Vice President</td>
<td>Toby Landau</td>
<td>Oxford University, BCL&lt;br&gt;Harvard Law School, LLM</td>
</tr>
<tr>
<td>2020-2022</td>
<td>Vice-Chair</td>
<td>Briana Young</td>
<td>B.A. University of Oxford</td>
<td>2013</td>
<td>CEO</td>
<td>Lim Seok Hui</td>
<td>London School of Economics</td>
</tr>
<tr>
<td>2009</td>
<td>Secretary General</td>
<td>Gary Soo</td>
<td>Peking University, LLM&lt;br&gt;University of London, LLB&lt;br&gt;The University of Hong Kong, BS</td>
<td>2010-2012</td>
<td>CEO &amp; Registrar</td>
<td>Minn Naing Oo</td>
<td>National University of Singapore, LLB&lt;br&gt;Columbia University, LLM</td>
</tr>
<tr>
<td>2010-2015</td>
<td>Secretary General</td>
<td>Chiann Bao</td>
<td>University of Wisconsin, JD&lt;br&gt;City University of Hong Kong, LLM&lt;br&gt;Cornell University, BS</td>
<td>2010</td>
<td>Deputy Registrar</td>
<td>Kua Lay-Theng</td>
<td>University of Leicester, LL.B.&lt;br&gt;National University of Singapore, LL.M.</td>
</tr>
<tr>
<td>2016-2021</td>
<td>Secretary General</td>
<td>Sarah Grimmer</td>
<td>University of Cambridge: LLM&lt;br&gt;Victoria University of Wellington: LLM&lt;br&gt;BA (Criminology)</td>
<td>2011-2012</td>
<td>Deputy Registrar</td>
<td>Camilla Godman</td>
<td>University of Oxford, BA</td>
</tr>
<tr>
<td>2022</td>
<td>Secretary General</td>
<td>Mariel Dimsey</td>
<td>University of Basel, Dr.Jur.&lt;br&gt;University of Cologne, LLM&lt;br&gt;University of Queensland, LLB</td>
<td>2010-2012</td>
<td>Director of Business Development</td>
<td>Rachel Foxton</td>
<td>Queen Mary University of London, LLB&lt;br&gt;The University of Law, DLP</td>
</tr>
<tr>
<td>2009-2014</td>
<td>Deputy Secretary General</td>
<td>Primrose Law</td>
<td>- -</td>
<td></td>
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</tr>
<tr>
<td>2009-2016</td>
<td>Deputy Secretary General</td>
<td>Jing Liu</td>
<td>Nanjing University, LL.B.&lt;br&gt;UC Berkeley, LLM.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2017-2022</td>
<td>Deputy Secretary General</td>
<td>Ling Yang</td>
<td>Wuhan University, PhD&lt;br&gt;Wuhan University, LLM&lt;br&gt;Central China Normal University, LLB</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-2021</td>
<td>Deputy Secretary General</td>
<td>Joe Liu</td>
<td>Wuhan University, LLB&lt;br&gt;New York University, LLM&lt;br&gt;London School of Economics, LLM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td>Deputy Secretary General</td>
<td>Eric Ng</td>
<td>BCL, Oxford&lt;br JD, City University of Hong Kong.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 15

*Comparative Legal Training Locations of Senior Staff at HKIAC and SIAC*

<table>
<thead>
<tr>
<th>Location of Legal Training</th>
<th>HKIAC</th>
<th>SIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>10</td>
<td>7</td>
</tr>
<tr>
<td>Western Europe</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Australia</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>East Asia</td>
<td>8</td>
<td>6</td>
</tr>
</tbody>
</table>

Some staff received more than one law degree from a country but they were not double-counted.

**Discontinued Commonality across Three Decades: Analysis 1 to Analysis 2**

There were three common rules from Analysis 1 (founding years) that did not continue into Analysis 2 (current):

- **Discontinuance 1:** The commonly shared rule between HKIAC and SIAC at the time of their founding that “physical delivery qualifies as receipt” is no longer present in HKIAC’s nor SIAC’s most recent procedural rule iterations, 2018 and 2016, respectively.

- **Discontinuance 2:** Further, whereas both centers had a common rule at the time of their founding that allowed “repetition of hearings if arbitrator is replaced,” HKIAC’s current rules do not reference this repetition option whereas SIAC’s current version does reference it.

- **Discontinuance 3:** Whereas both centers had a common rule at the time of their founding specifying “identity of witnesses required,” HKIAC’s current rules do not contain this language while SIAC’s current rules do.

Explained through the lens of normative isomorphism, perhaps the concept that “physical delivery qualifies as receipt” (i.e., Discontinuance 1) was mutually viewed by staff
at HKIAC and SIAC to be incongruent with the needs of customers, and therefore both centers stopped incorporating it in their most recent rule iterations, whereas the last two rules (i.e., Discontinuance 2 and Discontinuance 3) were not mutually viewed by staff at HKIAC and SIAC to be critically important, and therefore only one of the centers continued their adoption. Further details of the three discontinuances are provided below in Table 16.

Table 16

*Discontinued Convergence (Analysis 1 to Analysis 2)*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical delivery qualifies as receipt.</td>
<td>Source: Article 2.1</td>
<td>Source: Rule 2.1</td>
</tr>
<tr>
<td>Repetition of hearings if arbitrator replaced.</td>
<td>Source: Article 14</td>
<td>Source: Rule 15</td>
</tr>
<tr>
<td>Identity of witnesses required.</td>
<td>Source: Article 25.2</td>
<td>Source: Rule 22.1</td>
</tr>
</tbody>
</table>

Refer to Appendix T16 for description of rules.

**Emergence of New Commonalities: Analysis 1 to Analysis 2**

There were four instances in which the procedural rules of HKIAC and SIAC differed in Analysis 1, but converged during Analysis 2:

- **New Convergence 1**: Article 26(1) of HKIAC’s 1985 procedural rules allowed interim relief, but not SIAC’s 1991 rules³. Whereas the two centers differed in allowing interim relief during the founding years, both allowed this remedy in the most recent procedural rule iterations.

---

³ Interim relief is a type of temporary remedy available to parties when immediate action is needed to safeguard an item in dispute prior to the merits of the case being adjudicated. An example of an interim relief is an injunction to prevent an opposing party from taking some action against a property interest.
• **New Convergence 2:** Article 33(2) of HKIAC’s 1985 procedural rules allowed the usage of *amicable compositeur*, but not SIAC’s 1991 rules\(^4\). Whereas the two centers differed in allowing application of *amicable compositeur* during the founding years, both allowed this principle in the most recent procedural rule iterations.

• **New Convergence 3:** Whereas HKIAC’s 1985 procedural rules did not recognize tribunal immunity from liability, SIAC’s 1991 procedural rules did have such recognition, stating that neither the center nor any of its arbitrator shall be liable for any act or omission in connection with an arbitration. But in the most recent procedural rule iterations, both centers allow for tribunal immunity from liability.

• **New Convergence 4:** Article 40.1 of HKIAC’s 1985 procedural rules allowed the tribunal to apportion arbitration costs between the two parties, but not SIAC’s 1991 rules. But approximately three decades later, both centers now allow apportionment of costs between parties.

Further details of the four new convergences are provided below in Table 17.

**Table 17**

*Emerged Convergence 1 (Analysis 1 to Analysis 2)*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim (emergency) relief available.</td>
<td>Source: Article 26.1</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Source: Rule 32.1</td>
<td>Source: Rule 32.1</td>
</tr>
<tr>
<td>The tribunal will be able to decide as <em>amicable compositeur</em> if the parties have so authorized.</td>
<td>Source: Article 33.2</td>
<td>Source: Rule 32.1</td>
</tr>
<tr>
<td></td>
<td>Source: Rule 32.1</td>
<td>Source: Rule 32.1</td>
</tr>
<tr>
<td>Tribunal immune from liability.</td>
<td>X</td>
<td>Source: Article 46.1</td>
</tr>
<tr>
<td></td>
<td>Source: Rule 38.1</td>
<td>Source: Rule 38.1</td>
</tr>
<tr>
<td>The tribunal may apportion the total costs of the arbitration between parties involved.</td>
<td>Source: Article 40.1</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Source: Rule 35.1</td>
<td>Source: Rule 35.1</td>
</tr>
</tbody>
</table>

Refer to Appendix T17 for description of rules.

\(^4\) *Amiable compositeur* is a legal principle that allows an arbitral tribunal to act without being bound to apply strict rules of law in order to reach a decision that achieves justice and fairness.
Emergence of New Commonalities: Analysis 2

New rules were also created in both centers’ most recent iterations (which were absent in their founding versions) that show commonality. A total of eight were identified, summarized in Table 18 below.

Table 18
Emerged Convergence II (Analysis 1 to Analysis 2)

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Additional parties can be joined.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(2). Multiple contracts can be merged into one arbitration.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(3). Multiple arbitrations can be consolidated.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(4). Parties decide on which substantive law to use.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(5). Expedited procedure available.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(6). Confidentiality is to be maintained.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(7). Importance of maintaining fairness.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>(8). The tribunal shall conduct the arbitration cost efficiently.</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Refer to Appendix T18 for description of rules.

I now turn to Analysis 3, comparing the procedural rules of HKIAC and SIAC in 2013, a year where both centers concurrently amended their procedural rules. Although not a midpoint, Analysis 3 chronologically lies in between Analysis 1 (founding years) and Analysis 2 (most current procedural rules).
Findings from Analysis 3:
The Proportion of Each Center’s Rules as well as Proportion of Both Centers’ Combined Rules Fit in between Analysis 1 and 2 to Form a Possible Divergence Trend

Analysis 3 involved comparison of HKIAC’s and SIAC’s procedural rules at year 13 (see Appendix 6), a point in time located between Analysis 1 and Analysis 2, for the purpose of identifying possible convergence/divergence trends that may have started. As evident in Table 19 below, there were four option years for each center that I could have selected: 2005, 2008, 2013, 2015 for HKIAC; and 1997, 2007, 2010, 2013 for SIAC. I chose year 2013 because it is the only year when both centers concurrently amended their rules. This is significant because unlike with Analysis 1 (foundation years: 1985, 1991) and Analysis 2 (most recent iterations: 2016, 2018), in which the two centers’ procedural rules were not published in the same year, year 2013’s concurrent procedural rule publications allow for a more parallel comparison of rule changes between the two centers.

Table 19

Procedural Rule Iterations from HKIAC and SIAC

<table>
<thead>
<tr>
<th>Arbitration Center</th>
<th>Founding</th>
<th>Iterations of Procedural Rules</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>1985</td>
<td>2005, 2008, <strong>2013</strong>, 2015, 2018</td>
</tr>
</tbody>
</table>

Procedural Rule Comparisons

HKIAC’s 2013 version consisted of 43 primary articles (1985 version had 41 primary articles, and 2018 version has 46 primary articles), but with sub-articles and components, the total was actually 279 rules. SIAC’s 2013 version comprised 37 primary rules (1991 version had 33 primary rules, and 2016 version has 41 primary rules), but with subrules and subrule components, the total was actually 183 rules. In a direct
comparison of the two centers’ 2013 procedural rules, I identified 32 instances of commonality between them, summarized in Table 20 below.

Table 20

*Comparison of HKIAC and SIAC Procedural Rules at Year 2013*

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Arbitration commences on date that notice is received.</td>
<td>Source: Article 4.2</td>
<td>Source: Rule 3.3</td>
</tr>
<tr>
<td>(2). Notice of arbitration</td>
<td>Source: Articles 4.1 and 4.3</td>
<td>Source: Rule 3.1 and 3.4</td>
</tr>
<tr>
<td>(3). Determining location of the arbitration.</td>
<td>Source: Article 14.1</td>
<td>Source: Rule 18.1</td>
</tr>
<tr>
<td>(4). Availability of counterclaim.</td>
<td>Source: Article 5.4</td>
<td>Source: Rule 4.2</td>
</tr>
<tr>
<td>(5). Amendments allowed to original claim.</td>
<td>Source: Article 18.1</td>
<td>Source: Rule 17.5</td>
</tr>
<tr>
<td>(6). Joinder of additional parties.</td>
<td>Source: Article 27.1</td>
<td>Source: Rule 24(b)</td>
</tr>
<tr>
<td>(7). Requirement of impartiality from arbitrators.</td>
<td>Source: Article 11.1</td>
<td>Source: Rule 10.1</td>
</tr>
<tr>
<td>(8). Choice on number of arbitrators.</td>
<td>Source: Article 4.3(g)</td>
<td>Source: Rule 3.1(h)</td>
</tr>
<tr>
<td>(9). Grounds for challenging arbitrators.</td>
<td>Source: Article 11.6</td>
<td>Source: Rule 11.1</td>
</tr>
<tr>
<td>(10). Arbitrators to be replaced.</td>
<td>Source: Article 12.1</td>
<td>Source: Rule 14.1</td>
</tr>
<tr>
<td>(11). Parties can agree on which language(s) to use.</td>
<td>Source: Article 15.1</td>
<td>Source: Rule 19.1</td>
</tr>
<tr>
<td>(12). Parties can choose which substantive law to use in the arbitration.</td>
<td>Source: Article 35.1</td>
<td>Source: Rule 27.1</td>
</tr>
<tr>
<td>(13). The tribunal will be able to decide as <em>amicable compositeur</em> if the parties have so authorized.</td>
<td>Source: Article 35.2</td>
<td>Source: Rule 27.2</td>
</tr>
<tr>
<td>(14). The tribunal shall conduct the arbitration cost efficiently.</td>
<td>Source: Article 13.5</td>
<td>Source: Rule 16.3</td>
</tr>
<tr>
<td>(15). Importance of maintaining confidentiality.</td>
<td>Source: Article 42.1</td>
<td>Source: Rule 35.1</td>
</tr>
<tr>
<td>(16). Importance of maintaining fairness.</td>
<td>Source: Article 13.5</td>
<td>Source: Rule 16.1</td>
</tr>
<tr>
<td>(17). Identity of witnesses required</td>
<td>Source: Article 22.5</td>
<td>Source: Rule 22.1</td>
</tr>
<tr>
<td>(18). The tribunal determines the manner in which witnesses are examined.</td>
<td>Source: Article 22.7</td>
<td>Source: Rule 22.3</td>
</tr>
<tr>
<td>(19). A tribunal may appoint experts after consulting with the parties.</td>
<td>Source: Article 25.1</td>
<td>Source: Rule 23.1.a</td>
</tr>
<tr>
<td>(20). Interim (emergency) measures available</td>
<td>Source: Article 23.2</td>
<td>Source: Rule 26.1</td>
</tr>
<tr>
<td>(21). Expedited procedures are available.</td>
<td>Source: Article 41.1</td>
<td>Source: Rule 5.1</td>
</tr>
</tbody>
</table>
(22). A majority decision is required if there are three arbitrators.  

(23). Correction of award  

(24). Deposit to cover costs.  

(25). The tribunal may apportion the total costs of the arbitration between parties involved.  

(26). Tribunal can fix costs of arbitration.  

(27). Waiver of rules  

(28). The tribunal can limit itself and its affiliates from liability.  

(29). Parties can be represented.  

(30). A settlement by the parties will be recognized.  

(31). Tribunal’s power to rule on its own jurisdiction.  

(32). Period of time to provide further written statements.  

Refer to Appendix T20 for description of rules.

As summarized in Table 20, I identified 32 instances of commonality in procedural rules between HKIAC and SIAC. Essentially, 32 out of HKIAC’s 279 rules in 2013 (32/279 = 11.5%) converge with SIAC’s rules, whereas 32 out of SIAC’s 183 rules in 2013 (32/183 = 17.5%) converge with HKIAC’s rules. As such, a larger portion of SIAC’s procedural rules (17.5%) converge than HKIAC’s procedural rules (11.5%). And if we lump both centers’ procedural rules together—462 (i.e., HKIAC’s 279 + SIAC’s 183)—64 of them (i.e., 32 from HKIAC and 32 from SIAC) are convergent; 64/462 = 13.9%.

Thus, for both center’s 2013 procedural rule iterations, a little over one-tenth (13.9%) of their combined procedural rules are convergent. As evident in Table 21 below, two observations can be made about Analysis 3 (Year 13) relative to Analysis 1 (foundation years) and Analysis 2 (most recent iterations):
(1) The proportion of each center’s procedural rules being convergent with the other center (i.e., HKIAC’s 11.5% and SIAC’s 17.5%) fits in between the previous two analyses to form a possible trend:

- HKIAC: 19.5% \(\rightarrow\) 11.5% \(\rightarrow\) 10.3%
- SIAC: 19.7% \(\rightarrow\) 17.5% \(\rightarrow\) 14.4%

Notably for HKIAC, the percent change from Analysis 1 (19.5%) to Analysis 3 (11.5%) was eight percentage points, but from Analysis 3 (11.5%) to Analysis 2 (10.3%) it was only roughly one percentage point. Because of this uneven decline, it is arguable whether there is a trend. Furthermore, as previously referenced, because my definition of divergence is broad, my interpretations of findings could also be broad and therefore distort the actual occurrence of any divergence trend.

For SIAC, the percent change from Analysis 1 (19.7%) to Analysis 3 (17.5%) was approximately two percentage points, and from Analysis 3 (17.5%) to Analysis 2 (14.4%) was roughly three percentage points. Relative to HKIAC, there appears to be a greater plausibility of a divergence trend because the decline appears more consistent (i.e., two and three percentage point changes are close in range). Nevertheless, because of my broad definition of divergence, it could be too broad and therefore distort the actual occurrence of any divergence trend.

(2) The proportion of both centers’ combined procedural rules being convergent towards each other (i.e., 13.9%) fits in between the previous two analyses to form a possible trend:

- 19.6% \(\rightarrow\) 13.9% \(\rightarrow\) 12%
Similar to the above discussion regarding a possible divergence trend for HKIAC and SIAC individually, the same limitations occur here when discussing both centers’ combined convergence, in which the percentage change from Analysis 1 (19.6%) to Analysis 3 (13.9%) is more noticeable than the percentage change from Analysis 3 (13.9%) to Analysis 2 (12%), thus questioning whether there really is a divergence trend. In addition, there is the same issue with my broad definition of divergence limiting the possible existence of a divergence trend.

Table 21

*Comparative Convergence among Analysis 1, Analysis 2, and Analysis 3*

<table>
<thead>
<tr>
<th></th>
<th>HKIAC</th>
<th>SIAC</th>
<th>HKIAC + SIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Analysis 1</td>
<td>Analysis 3</td>
<td>Analysis 2</td>
</tr>
<tr>
<td>Percent of center’s procedural rules being convergent with the other center.</td>
<td>19.5%</td>
<td>11.5%</td>
<td>10.3%</td>
</tr>
<tr>
<td>Percent of combined procedural rules being convergent.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Emergence of New Commonalities across Analysis 1, Analysis 3, and Analysis 2**

Table 22 below shows continued commonality of rules between the two centers stretching across three analyses (i.e., across roughly three decades). For context, Analysis 1 revealed 26 areas of commonality between HKIAC and SIAC procedural rules at the time of their founding (as reflected in Table 9). Then, in Analysis 2 (current iterations), I identified 22 of those 26 as continuing to be similar nearly three decades later (see Table 13). For Analysis 3, these same 22 rules were identified as continuing from Analysis 1 (foundation years) through Analysis 3 (2013) and all the way to Analysis 2 (current period).
### Table 22

*Continued Convergence across Analysis 1, Analysis 3, and Analysis 2*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Parties can freely pick between having one or three arbitrators.</td>
<td>Source: Article 5</td>
<td>Source: Rule 6</td>
<td>Source: Article 6.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 4.3(g)</td>
<td>Source: Rule 9.1</td>
</tr>
<tr>
<td>(2). Arbitration commences on date that notice is received.</td>
<td>Source: Article 3.2</td>
<td>Source: Rule 3.3</td>
<td>Source: Article 4.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 4.2</td>
<td>Source: Rule 3.1</td>
</tr>
<tr>
<td>(3). Notice of arbitration</td>
<td>Source: Article 3.1</td>
<td>Source: Rule 3.1</td>
<td>Source: Article 4.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 4.1, 4.3</td>
<td>Source: Rule 3.4</td>
</tr>
<tr>
<td>(4). Arbitrator must be impartial.</td>
<td>Source: Article 9</td>
<td>Source: Rule 11.1</td>
<td>Source: Article 11.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 11.1</td>
<td>Source: Rule 13.1</td>
</tr>
<tr>
<td>(5). Arbitrator may be challenged.</td>
<td>Source: Article 10.1</td>
<td>Source: Rule 11.1</td>
<td>Source: Article 11.6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 11.6</td>
<td>Source: Rule 14.1</td>
</tr>
<tr>
<td>(6). Arbitrator can be replaced.</td>
<td>Source: Article 13.1</td>
<td>Source: Rule 14.1</td>
<td>Source: Article 12.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 12.1</td>
<td>Source: Rule 17.1</td>
</tr>
<tr>
<td>(7). Period of time to provide further written statements.</td>
<td>Source: Article 22</td>
<td>Source: Rule 17.1</td>
<td>Source: Article 20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 20</td>
<td>Source: Rule 20.2</td>
</tr>
<tr>
<td>(8). Tribunal’s power to rule on its own jurisdiction.</td>
<td>Source: Article 21.1</td>
<td>Source: Rule 25.1</td>
<td>Source: Article 19.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 19.1</td>
<td>Source: Rule 25.2</td>
</tr>
<tr>
<td>(9). Waiver of rules</td>
<td>Source: Article 30</td>
<td>Source: Rule 33.1</td>
<td>Source: Article 32.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 31</td>
<td>Source: Rule 41.1</td>
</tr>
<tr>
<td>(10). Deposit to cover costs</td>
<td>Source: Article 41.1</td>
<td>Source: Rule 26.1</td>
<td>Source: Article 41.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 40.1</td>
<td>Source: Rule 34.2</td>
</tr>
<tr>
<td>(11). Unless parties have agreed otherwise, the tribunal determines the place of arbitration.</td>
<td>Source: Article 16.1</td>
<td>Source: Rule 18.1</td>
<td>Source: Article 14.1</td>
</tr>
<tr>
<td>(12). The tribunal may appoint expert witnesses.</td>
<td>Source: Article 27.1</td>
<td>Source: Rule 23.1</td>
<td>Source: Article 25.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 25.1.a</td>
<td>Source: Rule 26.1.a</td>
</tr>
<tr>
<td>(13). Parties can agree on which language(s) to use.</td>
<td>Source: Article 17.1</td>
<td>Source: Rule 19.1</td>
<td>Source: Article 15.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 15.1</td>
<td>Source: Rule 22.1</td>
</tr>
<tr>
<td>(14). A settlement by the parties will be recognized.</td>
<td>Source: Article 34.1</td>
<td>Source: Rule 27.7</td>
<td>Source: Article 37.2(a)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 36.1</td>
<td>Source: Rule 32.10</td>
</tr>
<tr>
<td>(15). A majority decision is required if there are three arbitrators.</td>
<td>Source: Article 31.1</td>
<td>Source: Rule 27.3</td>
<td>Source: Article 33.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Source: Article 32.1</td>
<td>Source: Rule 32.7</td>
</tr>
</tbody>
</table>
A possible reason for why these 22 rules consistently remained similar between the
two centers across nearly three decades is normative isomorphism, which was evaluated
previously. However, these 22 common rules become relatively smaller with each
successive iteration due to new rules being published by each center. For example, during
the foundation years associated with Analysis 1, there was a total of 265 rules (HKIAC:
133; SIAC: 132), which increased to 462 rules in 2013/Analysis 3 (HKIAC: 279; SIAC:
183), and then to 582 rules in the current period/Analysis 2. In essence, even with 22
convergent rules that remain harmonized across nearly three decades, they were still
overcome by divergent forces that began to take shape in 2013.

**Synthesis of Three Analyses**

From the combined results of Analysis 1, 2, and 3, there appears to be a trend
towards divergence of procedural rules between HKIAC and SIAC. In Analysis 1,
HKIAC’s and SIAC’s level of procedural rules convergence towards one another was
very similar, 19.5% and 19.7%, respectively. From Analysis 1 to Analysis 2, the

<table>
<thead>
<tr>
<th>Rule</th>
<th>Source: Article</th>
<th>Source: Rule</th>
<th>Source: Article</th>
<th>Source: Rule</th>
<th>Source: Article</th>
<th>Source: Rule</th>
<th>Source: Article</th>
<th>Source: Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>(16). Correction of award</td>
<td>Article 36.1</td>
<td>28.1</td>
<td>Article 37.1</td>
<td>29.1</td>
<td>Article 38.1</td>
<td>33.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(17). Parties can be represented.</td>
<td>Article 4</td>
<td>20</td>
<td>Article 13.6</td>
<td>20</td>
<td>Article 13.6</td>
<td>23.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(18). Counter-claims are allowed.</td>
<td>Article 19.3</td>
<td>4.1</td>
<td>Article 5.4</td>
<td>4.2</td>
<td>Article 5.3</td>
<td>4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(19). Amendments allowed to original claim.</td>
<td>Article 20</td>
<td>24(1)(d)</td>
<td>Article 18.1</td>
<td>17.5</td>
<td>Article 18.1</td>
<td>20.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(20). The tribunal determines the manner in which witnesses are examined.</td>
<td>Article 25.4</td>
<td>22.3</td>
<td>Article 22.7</td>
<td>22.3</td>
<td>Article 22.5</td>
<td>25.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(21). Parties can choose which substantive law to use in the arbitration.</td>
<td>Article 33.1</td>
<td>24.1(a)</td>
<td>Article 35.1</td>
<td>27.1</td>
<td>Article 36.1</td>
<td>31.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(22). Tribunal can fix costs of arbitration.</td>
<td>Article 38</td>
<td>29.1</td>
<td>Article 33.1</td>
<td>31.1</td>
<td>Article 34.1</td>
<td>35.1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Refer to Appendix T22 for description of rules.
proportion of each center’s procedural rules being convergent toward the other decreased
(HKIAC: 19.5% → 10.3%; SIAC: 19.7% → 14.4%). Results from Analysis 3 (situated
between Analysis 1 and Analysis 2) further confirm the possible divergence trend. In
Analysis 3, the proportion of each center’s procedural rules being convergent with the
other center — HKIAC’s 11.5% and SIAC’s 17.5% — fits in between the previous two
analyses to form a possible divergence trend:

- HKIAC: 19.5% → 11.5% → 10.3%
- SIAC: 19.7% → 17.5% → 14.4%.

Furthermore, in Analysis 1, in the aggregate, approximately one-fifth (19.6%) of
HKIAC’s and SIAC’s combined procedural rules were convergent with one another.
Transitioning from Analysis 1 to Analysis 2, also in the aggregate, approximately one-
tenth (12%) of both centers’ combined procedural rules were convergent. Thus, over
approximately three decades, the convergence percentage dropped: 19.6% → 12%.
Adding Analysis 3 results into the calculus further confirms the possible divergence
trend. For Analysis 3, in the aggregate, the proportion of both centers’ combined
procedural rules being convergent towards each other (i.e., 13.9%) fits in between the
previous two analyses to form a possible divergence trend:

- 19.6% → 13.9% → 12%.

**New Rules being Added as Source of Divergence**

Year 2013 (Analysis 3) was a pivotal year in terms of the beginnings of divergence
between HKIAC and SIAC. In Analysis 1 (foundation years), I identified 26 instances of
commonality (Table 9), whereas in Analysis 3, I identified 32 (Table 20). Although the
number of common rules between Analysis 1 and Analysis 3 increased by six (i.e., 26
common rules to 32 common rules), there were many more rules in 2013/Analysis 3 (HKIAC’s 279 + SIAC’s 183 = 462) than in the foundation years/Analysis 1 (HKIAC’s 133 + SIAC’s 132 = 265). Consequently, the forces of divergence overtook convergence just through sheer number of new rules published by each center between the two periods of analyses which did not share any commonality. Below, I discuss the significance of new rules being added as a contributing factor towards divergence as well as two types of divergence that were observed: (1) discontinued commonality of procedural rules that started in 2013; and (2) discontinued commonality that started after 2013.

**Significance of New Rules being Added as Contributing Factor towards Divergence**

In 2013, HKIAC had a total of 279 rules, 32 of which converged with SIAC, leaving 247 to be divergent. Of these 247 divergent rules, one of them was due to HKIAC abolishing the rule pertaining to “repetition of hearings if arbitrator replaced,” which SIAC retained (Table 23), and the remaining 246 divergent rules were just simply due to HKIAC having rules that were not commonly shared with SIAC. In Analysis 1 (foundation years), HKIAC had a total of 133 rules, 26 of which were commonly shared with SIAC, leaving 107 to be divergent. Thus, from 1985 (year that HKIAC was founded) to 2013, the number of divergent rules at HKIAC increased from 107 to 246.

As for SIAC, in 2013 it had a total of 183 rules, 32 of which converged with HKIAC, leaving 151 to be divergent. In Analysis 1 (foundation years), SIAC had a total of 132 rules, 26 of which were commonly shared with HKIAC, leaving 106 to be divergent. Thus, from 1991 (year that SIAC was founded) to 2013, the number of divergent rules at SIAC increased from 106 to 151.
**Discontinued Commonality Starting in 2013**

There was one instance in which a rule was commonly shared by both centers in Analysis 1 (founding years), but diverged in 2013 (Analysis 3) and remained so to the present (Analysis 2), as illustrated in Table 23 below. That instance concerned the rule of allowing repetitions of hearings if an arbitrator is replaced. For both centers, this was a requirement in Analysis 1 (founding years). But starting in 2013, HKIAC abolished this rule while SIAC continued it to this very day. Essentially, HKIAC was responsible for increased divergence in this example.

A possible reason for HKIAC’s abolishment of this rule could be due to this rule’s inefficiency. For example, if much time and effort have already been invested in hearing a case and subsequently an arbitrator is replaced, it seems wasteful to have to repeat a hearing. Abolishment of this rule due to waste would not be a surprise to me because as referenced earlier, whereas the HKIAC annual reports reference efficiency four times, the SIAC reports only reference it once.

Table 23

**Discontinued Convergence after Analysis 1**

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repetition of hearings if arbitrator replaced.</td>
<td>Source: Article 14</td>
<td>Source: Rule 15</td>
<td>X</td>
</tr>
</tbody>
</table>

Refer to Appendix T23 for description of rules.

There was one instance in which a rule was commonly shared by both centers in Analysis 1 (founding years), but was then commonly discarded by both centers in the years following, as illustrated in Table 24. Thus, they both contributed towards reduced convergence in 2013. That instance concerned the rule that physical delivery of an arbitration notice qualifies as confirmation of receipt. For both centers, this was an existing rule in Analysis 1 (foundation years). But starting in 2013, both centers removed this rule.
Table 24

*Commonly Discarded after Analysis 1*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical delivery qualifies as receipt.</td>
<td>Source: Article 2.1</td>
<td>Source: Rule 2.1</td>
<td>X</td>
</tr>
</tbody>
</table>

Refer to Appendix T24 for description of rules.

*Discontinued Commonality Starting after 2013*

Although divergence noticeably started in 2013 (Analysis 3), it was also observed to take place in Analysis 2 (most recent iterations). For example, there was one instance in which a procedural rule was commonly shared by both HKIAC and SIAC in Analysis 1 (founding years) as well as in Analysis 3 (2013), but stopped being commonly shared in Analysis 2 (2016, 2018), as illustrated in Table 25 below. That instance concerned the requirement of knowing the identity of a witness. For both centers, this was a requirement in both Analysis 1 (founding years) and Analysis 3 (year 2013) time periods. But starting in 2018, HKIAC abolished this requirement. HKIAC’s abolishment of this rule could be due to customer concerns about privacy. As referenced earlier, there are eight instances in HKIAC annual reports which reference the importance of being user-focused and being responsive to customer input. In the annual reports of SIAC, on the other hand, there are only two references. Therefore, it is not surprising to me that HKIAC abolished this rule.

Table 25

*Discontinued Convergence after Analysis 3*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity of witnesses required.</td>
<td>Source: Article 25.2</td>
<td>Source: Rule 22.1</td>
<td>Source: Article 22.5</td>
</tr>
</tbody>
</table>

Refer to Appendix T25 for description of rules.
Presence of Convergence, but Insufficient to Overcome Possible Divergence Trend

Although divergence of procedural rules noticeably occurred between the two centers starting in 2013 (Analysis 3), there were some signs of concurrent convergence. New commonalities arising out of changes by one center as well as from mutual adoption of new rules led to some convergence in 2013, described below. Nevertheless, these emergent commonalities were not substantial enough to overcome the divergence trend.

Emergence of New Commonalities in Year 2013 Due to Changes by One Center

There were four instances in which the procedural rules of HKIAC and SIAC differed in Analysis 1, but converged starting in year 2013 (Analysis 3) due to rule changes by one center, which has continued to the present (Analysis 2).

• New Convergence 1: Article 33(2) of HKIAC’s 1985 procedural rules permitted the use of *amiable compositeur*, which is a legal principle that allows an arbitral tribunal to act without being bound by strict rules of law in order to reach a just and fair decision, but not SIAC’s 1991 rules. However, as of year 2013 (Analysis 3), both centers have permitted use of this principle. SIAC’s fairly recent adoption of this rule does not surprise me because at the heart of arbitration is the goal of attaining equity and fairness, and oftentimes strict rules could prevent attainment of such goal. In a more globalized economy often involving multinational parties, flexibility is needed to address complex matters.

• New Convergence 2: Article 40.1 of HKIAC’s 1985 procedural rules allowed the tribunal to apportion the total costs of arbitration between the opposing parties, but not SIAC’s 1991 rules. However, both centers allowed this approach in year 2013 (Analysis 3), which has continued to the present (Analysis 2). SIAC’s fairly recent adoption of this rule does not surprise me because as referenced above, at
the heart of arbitration is the goal of attaining equity and fairness, which would mean a need to periodically apportion total costs between opposing parties to reflect possibly different levels of liability between the parties. By not allowing apportionment, one party may unjustly have to pay for costs that really should be borne by the other.

- **New Convergence 3:** Article 26(1) of HKIAC’s 1985 procedural rules allowed for interim (emergency) measures\(^5\) but not SIAC’s 1991 rules. However, from year 2013 (Analysis 3) to the present (Analysis 2), both centers have allowed this measure. It is not surprising that SIAC adopted interim measures, probably in response to customers requesting it, particularly in situations involving a need for immediate resolution over a property dispute. With HKIAC being a keen competitor of SIAC and offering interim measures to customers, it would seem natural that SIAC would soon adopt this procedural rule in order to stay competitive against HKIAC.

- **New Convergence 4:** SIACs 1991 rules allowed a tribunal to be immune from liability, but not HKIAC’s 1985 rules. But from year 2013 (Analysis 3) to the present (Analysis 2), both centers have rules allowing for this type of immunity. It is surprising that HKIAC adopted immunity for its tribunal. It would appear that not adopting immunity would attract more customers, since customers would have recourse against arbitrators who act negligently. However, it is also understandable for immunity to be adopted by HKIAC in order to encourage its arbitrators to arbitrate more freely without the constraint of being subject to liability.

---

\(^5\) Useful in situations in which immediate action is needed to protect a property interest (e.g., perishable goods that could go bad if not stored).
Further details of the four new convergences are provided below in Table 26.

Table 26

*Convergence in 2013 Due to Changes by One Center*

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>The tribunal will be able to decide as <em>amiable compositeur</em> if the parties have so authorized.</td>
<td><strong>Source:</strong> Article 33.2</td>
<td>X</td>
<td><strong>Source:</strong> Article 35.2</td>
</tr>
<tr>
<td>The tribunal may apportion the total costs of the arbitration between parties involved.</td>
<td><strong>Source:</strong> Article 40.1</td>
<td>X</td>
<td><strong>Source:</strong> Article 33.2</td>
</tr>
<tr>
<td>Interim (emergency) measures available.</td>
<td><strong>Source:</strong> Article 26.1</td>
<td>X</td>
<td><strong>Source:</strong> Article 23.2</td>
</tr>
<tr>
<td>Tribunal immune from liability.</td>
<td>X</td>
<td><strong>Source:</strong> Article 32.1</td>
<td><strong>Source:</strong> Article 43.1</td>
</tr>
</tbody>
</table>

Refer to Appendix T26 for description of rules.

**Emergence of New Commonalities in Year 2013 Due to Mutual Adoption of New Rules**

New rules were created in 2013 (which were absent in their founding versions) and have continued to be commonly shared to the present time. A total of five were identified, summarized in Table 27 below. The mutual adoption of these five rules confirms the extant literature’s reference to growing procedural rule convergence among international arbitration centers. However, the adoption of five new common rules is not substantial enough to overcome the divergence trend caused by large increases in procedural rules from iteration to iteration, i.e., during the foundation years associated with Analysis 1, there was a total of 265 rules (HKIAC: 133; SIAC: 132), which increased to 462 rules in 2013/Analysis 3 (HKIAC: 279; SIAC: 183), and then to 582 rules in the current period/Analysis 2.
Table 27

Convergence in 2013 Due to Mutual Adoption of New Rules

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Additional parties can be joined.</td>
<td>X</td>
<td>X</td>
<td>Source: Article 27.1</td>
</tr>
<tr>
<td>(2). Confidentiality is to be maintained.</td>
<td>X</td>
<td>X</td>
<td>Source: Article 42.1</td>
</tr>
<tr>
<td>(3). Importance of maintaining fairness.</td>
<td>X</td>
<td>X</td>
<td>Source: Article 13.5</td>
</tr>
<tr>
<td>(4). Expedited procedures are available.</td>
<td>X</td>
<td>X</td>
<td>Source: Article 41.1</td>
</tr>
<tr>
<td>(5). The tribunal shall conduct the arbitration cost efficiently.</td>
<td>X</td>
<td>X</td>
<td>Source: Article 13.5</td>
</tr>
</tbody>
</table>

Refer to Appendix T27 for description of rules.

Explanations for Possible Divergence Trend via Annual Reports

There could be a number of reasons why the two centers converged at their initial stages of development (i.e., when their level of procedural rules convergence towards one another was 19.5% and 19.7%) until 2013, and then took more divergent paths after 2013. One source that could provide context is annual reports published by both HKIAC and SIAC. The reports contain statistics and other textual data that could help explain why the two centers’ procedural rules converged for decades, but then diverged from one another more pronouncedly around 2013. For example, each annual report contains messages from each center’s senior executive highlighting center events and accomplishments for the year. Statistical data are also published. Together, they could provide context for why each center’s procedural rules are set up differently. Below,
I present results from examining both centers’ annual reports and discuss how they might shed light on divergence between the two centers beginning around 2013.

**Consulting Annual Reports to Explain Growing Divergence**

The websites of both HKIAC and SIAC contain annual reports. For HKIAC, reports are available from 2009 to 2022⁶. For SIAC, reports are accessible from 2010 to 2022⁷. Below, I provide details of my analyses of both centers’ reports. A number of noticeable differences between HKIAC and SIAC emerge from reviewing their annual reports. The first pertains to catering to the customer and being attentive to their feedback. For HKIAC, there are eight instances in which references were made in the annual reports to the importance of being user-focused and being responsive to customer input. In the annual reports of SIAC, on the other hand, there are only two such references. Table 28 below summarizes this distinction.

Table 28

<table>
<thead>
<tr>
<th>Annual Report</th>
<th>HKIAC</th>
<th>SIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2014</td>
<td>“HKIAC’s success lies in its long-standing commitment to valuing users’ feedback and adapting to address the changing needs of the legal and business sectors. It is this mindset that drives HKIAC as a service provider. Our goal is clear – to anticipate the needs of users which in turn enhances the reputation of alternative dispute resolution mechanisms. Achieving this goal ultimately benefits all institutions and ensures the sustainability of the alternative dispute resolution system.” (Chairman Teresa Cheng, p. 4)</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>“We look forward to working with our</td>
<td></td>
</tr>
</tbody>
</table>

⁷ https://siac.org.sg/annual-reports
<table>
<thead>
<tr>
<th>Year</th>
<th>Quote</th>
<th>Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>“HKIAC aims to maintain its position as a world-leading provider of high quality and user-focused dispute resolution services.” (Chairman Teresa Cheng, p. 3)</td>
<td>“The Rules Revision Executive Committee, chaired by the President of the SIAC Court of Arbitration, is currently consulting widely with users and international arbitration practitioners around the world.” (CEO Lim Seok Hui, p. 7)</td>
</tr>
<tr>
<td>2016</td>
<td>“HKIAC’s reputation for breaking new ground continued as it responded to users’ feedback.” (Chairman Teresa Cheng, p. 3)</td>
<td>“… have no doubt that it will continue to provide excellent dispute resolution services, that it will innovatively adapt to the needs of its users, and that it will grow from strength to strength.” (Chairman Teresa Cheng, p. 3)</td>
</tr>
<tr>
<td>2017</td>
<td>“This year, we commenced a rules revision process through public consultation with a view to promulgating a new set of administered arbitration rules in 2018.” (Chairman Matthew Gearing, p. 4)</td>
<td>“Given the growing importance of the 2013 Rules and the fact they have been in wide circulation for five years, in 2017 HKIAC launched a rules revision process with the aim of identifying ways in which they may be improved for the benefit of the legal and business communities. That process will involve extensive public...”</td>
</tr>
</tbody>
</table>
consultation and testing to ensure the revised rules will provide meaningful improvements in terms of efficiency and predictability.” (Secretary General Sarah Grimmer, p. 5)

2018 “On 1 November 2018, HKIAC promulgated its revised 2018 Administered Arbitration Rules. The new rules were the result of a year-long process of public consultation and deliberation...” (Chairman Matthew Gearing, p. 4)

<table>
<thead>
<tr>
<th>Annual Report</th>
<th>HKIAC</th>
<th>SIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>- -</td>
<td>- -</td>
</tr>
<tr>
<td>2014</td>
<td>“In June 2014, HKIAC introduced a new tribunal secretary service which allows an arbitral tribunal to appoint a member of the HKIAC Secretariat as tribunal secretary. The benefit of such a service is to shift the administrative burden away from arbitrators so they can focus on deciding the merits of a dispute. The service also allows an</td>
<td></td>
</tr>
</tbody>
</table>

As evident from Table 28, HKIAC references on multiple occasions the value it places on serving customers and listening to their input. SIAC, on the other hand, does not appear to place much value on this. The value of customer input, therefore, may play a role in steering HKIAC to amend procedural rules in a way that is different from SIAC, and thereby create divergence of procedural rules between the two centers.

Another noticeable distinction between both sets of annual reports that could explain their divergence pertains to procedural rule efficiency. Whereas the HKIAC reports reference efficiency four times, the SIAC reports only reference it once. Table 29 below summarizes this distinction.

Table 29

Comparative Number of References to Efficiency in 2013-2018 Annual Reports

<table>
<thead>
<tr>
<th>Annual Report</th>
<th>HKIAC</th>
<th>SIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>- -</td>
<td>- -</td>
</tr>
<tr>
<td>2014</td>
<td>“In June 2014, HKIAC introduced a new tribunal secretary service which allows an arbitral tribunal to appoint a member of the HKIAC Secretariat as tribunal secretary. The benefit of such a service is to shift the administrative burden away from arbitrators so they can focus on deciding the merits of a dispute. The service also allows an</td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Statement</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>“In 2015, we successfully launched our tribunal secretary accreditation programme as well as an arbitration evaluation system, as part of our continual efforts to enhance user-experience, efficiency and transparency in arbitral proceedings.” (Chairman Teresa Cheng, p. 3)</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>“The SIAC Rules 2016 have been widely feted and quickly adopted by users from around the world to facilitate the cost-effective and efficient resolution of disputes.” (CEO Lim Seok Hui, p. 7)</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>“Over 2017, HKIAC has continued to provide and promote efficient dispute resolution services, the success of which was evidenced by a significant increase in HKIAC’s caseload.” (Chairman Matthew Gearing, p. 4)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>“Given the growing importance of the 2013 Rules and the fact they have been in wide circulation for five years, in 2017 HKIAC launched a rules revision process with the aim of identifying ways in which they may be improved for the benefit of the legal and business communities. That process will involve extensive public consultation and testing to ensure the revised rules will provide meaningful improvements in terms of efficiency and predictability.” (Secretary General Sarah Grimmer, p. 5)</td>
<td></td>
</tr>
</tbody>
</table>

As can be seen from Table 29, HKIAC references procedural efficiency much more often than SIAC. A quest to develop more efficient procedural rules could have a substantive impact on divergence because it could influence such matters as deadlines
and how evidence and documents are presented. The value of efficiency, therefore, may have played a role in the divergence of procedural rules between the two centers. The statements from each center’s senior executive highlighted above provide context and possible explanations for the possible divergence trend I observed. In the section below, I discuss additional theories to explain the divergence I uncovered from my research.

**Additional Theories to Explain Divergence**

In addition to annual reports, two possible theories could be referenced to explain the possible divergence trend I observed. The works of Beckert (2010) as well as Hunt and Morgan (1983) may be referenced to explain divergence of procedural rules I observed between HKIAC and SIAC. Each of these theories focuses on competition as a factor causing divergence between similar organizations. As noted in Chapter 3, there is a high level of competition between HKIAC and SIAC, notably due to their many similarities, e.g., similar geographic location (both are situated in modern city-states in East and Southeast Asia with well-developed infrastructure and financial resources), common cultural heritage (both are heavily influenced by Chinese culture and English common law), similar level of recognition within the ICA community (both have been highly regarded by users and practitioners of ICA all over the world), and parallel amount and types of cases administered (both have similar amounts of caseload management). Not surprisingly, due to the many levels of similarity between HKIAC and SIAC, they are main competitors of one another. Below, I discuss each of the two theories that focus on competition as a factor explaining organizational divergence.

**Beckert’s (2010) Addition to DiMaggio and Powell’s Work**

Today, DiMaggio and Powell’s (1983) work on institutional isomorphism has been widely accepted to explain convergence among organizations within any
organizational field (Greenwood & Hinings, 1996; Smith, Haniffa, & Fairbrass, 2011; Suddaby et al., 2013). However, their work has focused entirely on organizational convergence. Absent is any explanation regarding the occurrence of divergence. One fairly recent publication, Jens Beckert’s *Institutional Isomorphism Revisited: Convergence and Divergence in Institutional Change* (2010), has attempted to add to DiMaggio and Powell’s work by proposing that organizations can equally converge or diverge, depending on the situation. Further, Beckert has added a fourth mechanism (i.e., in addition to coercive, mimetic, and normative pressures) that could influence organizational convergence and divergence, namely competition.

According to Beckert (2010), competition between organizations could have both convergent and divergent effects. More specifically, competition can lead to convergence because “inefficient institutional solutions are eliminated” (2010, p. 160), or alternatively, can lead to divergence because competition encourages firms to create niches for themselves. In support of the position that competition can lead to organizational divergence, Beckert references Charles Darwin’s theory of evolution as well as economist David Ricardo’s theory of comparative advantage. Further, according to Beckert, convergence and divergence are not mutually exclusive of one another and could occur simultaneously. Because of the recency of Beckert’s work, however, it has not yet been widely cited in the scholarly community. Nevertheless, Beckert’s work could be referenced to explain the possible divergence trend I noticed between HKIAC and SIAC that may be due to mutual competition.

**Hunt and Morgan’s (1995) Comparative Advantage Theory of Competition**

This theory was developed as a better way to explain key macro and micro phenomena than neoclassical economic theory. In particular, Hunt and Morgan (1995)
argued that there should be a theory of competition that adequately explains the phenomenon of firm diversity occurring throughout the free-market economies of the world, where “diversity” refers to the multiplicity of products and services offered by firms within any given industry. Notably, they state, “Across and within countries, and across and within industries, firms differ radically as to size, scope, methods of operations, and financial performance” (Hunt & Morgan, 1995, p. 2). Under this theory, the success of firms is governed by how well they compete in open markets (Barrett et al., 2000).

A key concept behind this theory is that it explains firm diversity within the context of competition. One of the key points of this theory is that there is a “continuing search by all firms for a comparative advantage in resources that will yield a position of competitive advantage in the marketplace” (Hunt & Morgan, 1995, p. 9). Essentially, this theory states that firm diversity occurs because individual firms will try to maximize their unique attributes/offerings that will give them a comparative advantage over their competitors. The assumption is that the open market will consider these unique offerings to be superior in value to those offered by competitors (Zou et al., 2003). Indeed, “firms that have a comparative advantage (i.e. tangible and intangible resources …) are those that can compete more effectively in the marketplace” (Sirgy & Su, 2000, p. 4).

Within the context of ICA, because commercial arbitration centers compete with one another in the open market for paying clients, they will develop and maintain unique attributes/offerings that will set them apart from their competitors. More specifically, HKIAC and SIAC are expected to develop and preserve some procedural rules that are uniquely different from one another in order to attain a comparative advantage over each other when attracting paying clients. For this reason, Hunt and Morgan’s theory could be referenced to explain the divergence I observed between HKIAC and SIAC.
CHAPTER 5:
CONTRIBUTIONS AND POLICY IMPLICATIONS

A number of implications arise from my research, all of which help to advance not only the field of ICA, but also globalism in general. I identify six significant implications: (1) Reevaluation of the extant literature and method of measuring rule changes; (2) empirical evidence for judicial system review; (3) empirical evidence for rising arbitration centers to evaluate; (4) global leadership competency; (5) future East-West tensions; and (6) organizational competition assessment. Below, I examine each of these implications.

Reevaluation of Extant Literature and Method of Measuring Rule Changes

According to the extant literature, there is convergence of procedural rules among international arbitration centers. For example, Sabharwal and Zaman’s (2014) study found convergence in the areas of emergency arbitrators, treatment of third parties, and regulating efficiencies among leading arbitration centers in the world. Similarly, Sharma (2021) proposes that this procedural rule convergence among global arbitration centers helps build the international arbitration system. The significance of my study is that findings could be viewed in reference to the extant literature’s predominant claim of convergence among arbitration centers; findings of convergence could further bolster the literature while findings of divergence may spur interest in its reevaluation. In addition, even though the extant literature primarily references convergence of procedural rules among global arbitration centers, the literature is unclear on how such convergence was measured. A further significance of my study, therefore, is that findings could shed light on best approaches associated with measuring procedural rule convergence and diverge among arbitration centers of the world.
Empirical Evidence for Judicial System Review

My research has revealed change patterns in the procedural rules of HKIAC and SIAC, some of which involve innovative concepts to improve arbitration, such as emergency/interim measures. These innovative and newly improved arbitration procedural rules could serve as an impetus for judicial systems around the world to improve on their service and mission. Currently, the court system may not be an attractive option to resolve disputes because of such reasons as the expensive nature of litigation, the publicity of litigation, and the potential bias against parties from outside the jurisdiction. With arbitration procedural rule innovations, arbitration may grow even more popular around the world for dispute resolution, challenging court litigation altogether. Findings of my study could therefore help policymakers in various judicial capacities evaluate shortcomings of the judicial system in light of the new rules adopted by HKIAC and SIAC outlined in my study.

Empirical Evidence for Rising Arbitration Centers to Emulate

Evidence of the types of new rules being adopted by HKIAC and SIAC could help decisionmakers at various arbitration centers throughout the world gauge the extent to which their arbitration center’s rules would need to be amended in order to stay competitive and attract global clients, particularly since HKIAC and SIAC are among the leading arbitration centers of the world, sought after by numerous and different types of organizations. For example, in 2022, 93.4% of HKIAC’s cases and 88% of SIAC’s cases consisted of international parties. Equally impressive, in 2022, 63 countries were represented in disputes at HKIAC while 65 countries were represented at SIAC.

Other arbitration centers may want to examine my dissertation to ascertain what types of new procedural rules they may need to adopt in order to emulate the success of
HKIAC and SIAC. For example, Vietnam International Arbitration Centre (VIAC) is strategically located between HKIAC and SIAC. In 2022, it administered 292 new cases, which is not too far off from the number of new cases administered by HKIAC (344) and SIAC (357) in the same year. According to Figure 3 below, VIAC is growing rapidly in popularity based on the number of new cases administered each year. If it hopes to challenge HKIAC/SIAC in terms of market share, staff members there may be interested in reviewing my dissertation. In that respect, my research has strategic implications.

**Figure 3.** Number of New Cases Handled by VIAC from 1993-2022

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**Global Leadership Competency**

Although the focus of my dissertation is on examining possible patterns of convergence and/or divergence in the arbitration procedural rules of HKIAC and SIAC, there is also an underlying connection to the concept of “global leadership competency,” which is connected to McClelland’s (1973) work on underlying characteristics that individuals must possess which have been demonstrated to predict superior or effective job performance. Essentially, with an evermore globalized economy involving communications and transactions among people from different cultures and regions of the
world, leaders must be well prepared to discern patterns of similarity (convergence) and difference (divergence) between organizations based in different countries.

Global leadership can be viewed as a specific version of leadership because of the additional layer of cultural awareness and navigational skills needed by a leader. Indeed, “the global context significantly increases for leaders the valence, intensity, and complexity of key contextual dimensions that also exist for those leading in a domestic context” (Mendenhall, 2013, p. 19). According to current research, a key component of effective global leadership is having a “global mindset” (Levy, Beechler, Taylor, & Boyacigiller, 2007), meaning the ability of leaders to understand different viewpoints and the rationales behind such viewpoints. More specifically, global mindset is “a set of attributes and characteristics that help global leaders better influence individuals, groups, and organizations unlike themselves” (Javidan & Walker, 2013, p. 14). The reason for needing such global mindset is because “the world in which organizations and individuals operate on the global scale is characterized by increasing levels of complexity, ambiguity, and diversity” (Clapp-Smith & Lester, 2014, p. 206).

As an example, future global leaders may need to have a global mindset in order to assess whether their organization could successfully arbitrate a case internationally, and if so, to choose between two or more arbitration centers that appear to offer similar services. An understanding of ICA and the associated transnational arbitration culture would help global leaders make strategic decisions in the best interests of their organization. Similarly, global leaders could benefit from understanding concepts of convergence and divergence within a global context in order to decide whether to merge with another similar organization located overseas, or acquire it in a complex deal involving different international laws. Such a mergers and acquisition inquiry may involve an analysis of whether such corporate integration may be successful (i.e., convergence) or potentially unsuccessful (i.e., if
divergence is too high). My dissertation topic involving a comparison of procedural rules from similar organizations located in different countries within the context of convergence and divergence could be of interest to leaders seeking to develop a global mindset.

**Future East-West Tensions**

The results of my research may have two key policy implications pertaining to East-West tensions. First, with the ability of HKIAC and SIAC to succeed in attracting customers from throughout the world (these two centers are among the top three most sought after arbitration centers globally), combined with extraordinary economic growth in the Asia Pacific region over the past few decades, perhaps in the near future these two centers will set precedent concerning procedural rule changes for other arbitration centers around the world to emulate in the same way that the ICC has done so for the past hundred years. And if these two centers actively pursue a policy of procedural rule convergence reminiscent of their approach in Analysis 1, their combined efforts may result in the shifting of the West to the East as the center for innovation not only for ICA but for global commerce in general.

Up until the early 1980s, global commerce had always been dominated by Western countries. The United States, along with countries comprising Western Europe (e.g., the UK, France, and Germany), set global monetary and trade policy that affected how other countries around the world navigated international commerce. Such dominance also included ICA. First with the rise of Japan in the 1980s followed by economic tigers South Korea, Taiwan, Hong Kong, and Singapore, the world began to witness a shift in the epicenter of global commerce from West to East. Over the past few decades, particularly with the rise of China now being the second largest economy in the world, there has been a noticeable migration of global investments and trade from a Eurocentric sphere to the Asia Pacific region, and in the process, fuel East-West tensions. With ICA increasingly becoming a popular platform to resolve economic disputes between parties from different countries, and with both HKIAC and SIAC
becoming increasingly popular among users of ICA (e.g., in the most recent surveys conducted by Queen Mary University, both centers surpassed the London Court of International Arbitration – traditionally the second most esteemed arbitration center in the world after the ICC in Paris – in global popularity), the East will increasingly challenge the West as the center for global investments and trade initiatives in the twenty-first century.

Another policy implication that touches on East-West tensions pertains to the issue of whether Chinese may ever overtake English as a global business language. On the one hand, English has been the de facto universal language of global commerce dating back to the time of the British Empire, followed by the era of American dominance following the Second World War. On the other hand, in 2013 China launched the Belt and Road Initiative to invest in infrastructure development of more than 150 countries as part of China’s global strategy. Part of this strategy involves increasing the use of Mandarin as a universal language of commerce. However, with HKIAC and SIAC being preeminent arbitration centers in Asia (as well as the world), and with English being their primary platform of communication, one of the implications of their continued procedural rule convergence is their upkeep of English as a language of global commerce, since customers (i.e., global corporations) and users (i.e., law firms with arbitration practices) of ICA will continue to use English as a means of communication, and thereby undermine the possibility of Mandarin becoming the lingua franca in global commerce.

Organizational Competition Assessment

It is quite astonishing that there could be two very similar organizations located near each other competing and succeeding. HKIAC and SIAC share many similar characteristics that separate them from other arbitration centers around the world, particularly their similar geographic location (both are situated in modern city-states in East and Southeast Asia with well-developed infrastructure and financial resources),
common cultural heritage (both are heavily influenced by Chinese culture and English common law), similar level of recognition within the ICA community (both have been highly regarded by users and practitioners of ICA all over the world), parallel amount and types of cases administered (both have similar amounts of caseload management), and a competitive relationship.

Both centers’ operations are also very similar. For example, in 2013, HKIAC handled 260 new arbitration cases while SIAC handled just one less, 259. And in 2015, both centers administered the exact number of new cases, 271. Besides having similar caseloads, both centers cater to very similar numbers of international parties. For example, in 2015, 79% of HKIAC’s cases and 84% of SIAC’s cases consisted of international parties, a difference of just six percent. Similar close-knit percentages occurred in other years: 87% and 80% (2016), 80.8% and 84% (2018), 92.5% and 87% (2019), and 93.4% and 88% (2022). Likewise, both centers attract similar parties. For example, in 2019, 56 countries were represented in disputes at HKIAC while a very comparable 59 countries were represented at SIAC. In 2022, the numbers were even more comparable: 63 at HKIAC and 65 at SIAC. Also in parallel, for the past 10 years, China and the U.S. have consistently been among the top five countries represented at both centers.

The significance of my study, therefore, is that it shows economic and financial viability in having two very similar organizations not only compete against one another, but to also be equally successful in the global marketplace. Different organizations around the world, from small shops to larger multinational corporations, therefore, could examine my dissertation for reference on whether they could compete in the same marketplace against a very similar organization located geographically nearby in the same way that HKIAC and SIAC has competed in the ICA marketplace. According
to global rankings conducted by Queen Mary University and summarized below, both centers have elevated their popularity over the past decade to now becoming among the top three arbitration centers in the world.

**Figure 4. Preferred Institutions**

<table>
<thead>
<tr>
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<td>ICC (45%)</td>
<td>ICC (50%)</td>
<td>ICC (68%)</td>
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<td>ICDR (16%)</td>
<td>LCIA (14%)</td>
<td>LCIA (37%)</td>
<td>LCIA (51%)</td>
<td>SIAC (49%)</td>
</tr>
<tr>
<td>3</td>
<td>LCIA (11%)</td>
<td>ICDR (8%)</td>
<td>HKIAC (28%)</td>
<td>SIAC (36%)</td>
<td>HKIAC (44%)</td>
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<tr>
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<td>Other (9%)</td>
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<td>SIAC (21%)</td>
<td>HKIAC (27%)</td>
<td>LCIA (39%)</td>
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<td>SCAI (4%)</td>
<td>JCAA (4%)</td>
<td>SCC (13%)</td>
<td>SCC (16%)</td>
<td>CIETAC (17%)</td>
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<tr>
<td>6</td>
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<td>HKIAC (4%)</td>
<td>ICSID (11%)</td>
<td>AAA (13%)</td>
<td>ICSID (11%)</td>
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<td>CIETAC (2%)</td>
<td>ICSID (2%)</td>
<td>Other (14%)</td>
<td>ICDR (10%)</td>
<td>SCC (7%)</td>
</tr>
<tr>
<td>8</td>
<td>CRCICA (1%)</td>
<td>DIS (1%)</td>
<td>HKIAC (1%)</td>
<td>-</td>
<td>ICDR (6%)</td>
</tr>
</tbody>
</table>

% = Number of respondents who selected the institution.

REFERENCES


Queen Mary University. (2010). Choices in international arbitration. Retrieved from institution’s research database: http://www.arbitration.qmul.ac.uk/research/

Queen Mary University. (2008). Corporate attitudes and practices. Retrieved from institution’s research database: http://www.arbitration.qmul.ac.uk/research/


APPENDIX 1

Illustration of ICA Case

An example of ICA dispute resolution is the recent case of *Go Airlines v. International Aero Engines, LLC*, which was arbitrated at SIAC in 2023. Details of the arbitration are provided below.

**Facts of the Case**

*Go Airlines*, the claimant, is a low-cost airline carrier based in India. It operates a fleet of 54 aircraft, each equipped with two engines manufactured and supplied by respondent *International Aero Engines, LLC* (hereafter IAE), a manufacturing corporation established in the U.S. In 2012, both parties entered into a contract for IAE to deliver airplane engines to *Go Airlines* for use on the latter’s multiple passenger airplanes. During the contractual stage, both parties drafted an arbitration agreement designating Singapore as the location of arbitration should a dispute arise. Indeed, problems arose connected to engine performance that could not be resolved amicably between the two companies, consequently resulting in *Go Airlines* filing for emergency interim relief at SIAC in March 2023. Emergency interim relief is a type of remedy sought prior to normal arbitration to resolve matters of urgent concern (i.e., matters that need immediate resolution to prevent further financial harm).

**Parties’ Positions**

*Go Airlines* claimed that due to design flaws associated with IAE’s supplied engines, 45% of its aircraft fleet had to be grounded, resulting in a 39% decrease in its fleet departure capability. IAE, on the other hand, claimed that in all the years that both parties have worked with one another, there were no problems with the engine and that it
is only now that Go Airlines is claiming design flaw. Furthermore, IAE argued that the engines’ failure to live up to Go Airlines’ subjective hope for higher performance does not equate to the engines being defective, and that the two companies had already agreed on specific remedies available in case of warranty breach. As such, Go Airlines’ subjective defect theory is nothing more than a request to rewrite the parties’ carefully negotiated contacts, which the emergency arbitrator cannot do.

**Relief Sought**

In Go Airlines’ emergency filing with SIAC, it sought six types of relief:

Request (1): Requirement that IAE immediately comply with its airplane fleet management performance obligations;

Request (2): Requirement that IAE deliver 50 engines as a matter of urgency, but if not possible, then the delivery of at least 10 serviceable leased engines within 14 days from the appointment of an emergency arbitrator, and a further 10 spare leased engines per month until December 2023, as well as sufficient engines thereafter to avoid further airplane grounding;

Request (3): Requirement that IAE repair the 44 unserviceable engines currently in Go Airlines’ possession;

Request (4): Requirement that IAE pay Go Airlines $50,000 per day for each grounded airplane, $50,000 per engine change, and $35,000 per engine swap;

Request (5): Injunctive relief prohibiting IAE from taking any further actions that may aggravate the dispute between the two parties; and

Request (6): Requirement that IAE pay for costs associated with the application for emergency interim relief, fees and expenses of the emergency arbitrator, as well as lawyers’ fees and expenses.
Ruling

Of the six reliefs sought by Go Airlines, the emergency arbitrator ruled as follows:


Request (2): Emergency relief denied because the request was deemed too vague. More specifically, the emergency arbitrator ruled that Go Airlines’ request for 50 immediate engines is likely not possible. Instead, he ordered IAE to take steps to deliver at least 10 serviceable spare leased engines to Go Airlines within 28 days from the emergency award, and a further 10 spare leased engines per month until December 2023.

Request (3): Emergency relief granted.

Request (4): Deferred to regular arbitration by tribunal.

Request (5): Deferred to regular arbitration by tribunal.

Request (6): Deferred to regular arbitration by tribunal.

Based on the emergency arbitrator’s ruling, Go Airlines’ can get immediate relief concerning IAE’s compliance with its airplane fleet management performance obligations (i.e., Request 1), and IAE’s repair of the 44 unserviceable engines currently in Go Airlines’ possession (i.e., Request 3). However, Go Airlines’ request that IAE immediately deliver 50 engines (i.e., Request 2) was denied. The remaining three requests (i.e., Request 4, Request 5, and Request 6) were deferred to the regular SIAC arbitration consisting of three arbitrators.
APPENDIX 2

Identifying Relevant Literature

For purposes of identifying relevant literature, I pursued a two-stage search process. First, I consulted the Wolters Kluwer online database, which is the preeminent academic and professional source for materials pertaining to international commercial arbitration. Within this database, I identified 11 highly relevant journals for in-depth review, which entailed examining the table of contents of each volume from each journal spanning the past 10 years for pertinent articles. In addition to these journals, I also identified the Pepperdine Dispute Resolution Law Journal as another source. Thus, altogether, I examined a total of 12 journals for relevant articles as part of the first stage of research. Details of these 12 journals are provided in the table below, which includes the number of relevant articles I found from each journal.

Relevant Sources of Literature during First Stage of Research

<table>
<thead>
<tr>
<th>Journal</th>
<th>Years Reviewed</th>
<th>Relevant Articles Identified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arbitration: The International Journal of Arbitration, Mediation and Dispute Management</td>
<td>2015-2022</td>
<td>4</td>
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<tr>
<td>Arbitration International</td>
<td>2010-2022</td>
<td>2</td>
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<tr>
<td>Association Suisse de l'Arbitrage (ASA) Bulletin</td>
<td>2011-2022</td>
<td>3</td>
</tr>
<tr>
<td>Asian International Arbitration Journal</td>
<td>2010-2022</td>
<td>2</td>
</tr>
<tr>
<td>b-Arbitra: Belgian Review of Arbitration</td>
<td>2017-2022</td>
<td>1</td>
</tr>
<tr>
<td>Indian Journal of Arbitration Law</td>
<td>2012-2022</td>
<td>1</td>
</tr>
<tr>
<td>Journal of International Arbitration</td>
<td>2011-2022</td>
<td>6</td>
</tr>
<tr>
<td>Journal of International Dispute Settlement</td>
<td>2010-2022</td>
<td>1</td>
</tr>
<tr>
<td>Journal</td>
<td>2010-2022</td>
<td>Count</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------</td>
<td>-------</td>
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<tr>
<td>Pepperdine Dispute Resolution Law Journal</td>
<td>2010-2022</td>
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<tr>
<td>Revue de l'Arbitrage</td>
<td>2010-2022</td>
<td>0</td>
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<tr>
<td>SchiedsVZ</td>
<td>German Arbitration Journal</td>
<td>2010-2022</td>
</tr>
<tr>
<td>Spain Arbitration Review</td>
<td>2011-2022</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>26</strong></td>
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</table>

As evident from the table, the initial stage netted a total of 26 relevant articles (refer to Appendix 2A for more details). For the second stage, I utilized Google Scholar to broaden my scope. I used keyword searches such as “harmonization of arbitral institutions,” “convergence of arbitral institutions,” “comparison of arbitration centers,” and numerous other combinations of similar types of words. Through this process, I netted 21 additional articles, four books, and four book chapters (see Appendix 2B) on top of the 26 articles found in the first stage. The additional 21 articles were found due to either (1) being older than the 2010-2022 search parameter for the 12 original journals, or (2) being from a journal other than these original 12. Further, I used this same search process to locate 19 articles (see Appendix 2C) that play a supporting role (i.e., as subtopics emerged, I used this process to identify relevant articles).
### APPENDIX 2A

12 Journals: Relevant Articles

<table>
<thead>
<tr>
<th>Journal</th>
<th>Relevant Articles Found</th>
</tr>
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<tbody>
<tr>
<td><strong>1. Arbitration: The International Journal of Arbitration, Mediation and Dispute Management</strong></td>
<td></td>
</tr>
<tr>
<td>• Naimeh Masumy; Niyati Ahuja (2021)</td>
<td></td>
</tr>
<tr>
<td>• Horia Ciurtin (2019)</td>
<td></td>
</tr>
<tr>
<td>A Quest for Deterritorialisation: The “New” Lex Mercatoria in International Arbitration; pp. 123-137</td>
<td>4</td>
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<tr>
<td>• Ismail Selim (2017)</td>
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<tr>
<td>The Synergy between Common Law and Civil Law under UNCITRAL and CRCICA Rules. pp. 402-411</td>
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<tr>
<td>• Mohamed S. Abdel Wahab (2017)</td>
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<tr>
<td>Ascertaining the Content of the Applicable Law in International Arbitration: Converging Civil and Common Law Approaches. pp. 412-422</td>
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<tr>
<td><strong>2. Arbitration International</strong></td>
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<tr>
<td>• Emmanuel Gaillard (2019)</td>
<td></td>
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<tr>
<td>The emergence of transnational responses to corruption in international arbitration Arbitration International, Volume 35, Issue 1, March 2019, Pages 1–19.</td>
<td>2</td>
</tr>
<tr>
<td>• Jacomijn J van Haersolte-van Hof, Erik V Koppe (2015)</td>
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</table>
### 3. Association Suisse de l’Arbitrage (ASA) Bulletin

- Emmanuel Gaillard (2018)
  The Myth of Harmony in International Arbitration. pp. 763-768

- Nathalie Voser; Julie Raneda (2015)
  Recent Developments on the Doctrine of Res Judicata in International Arbitration from a Swiss Perspective: A Call for a Harmonized Solution. pp. 742-779

- Ugo Draetta (2015)
  The Transnational Procedural Rules for Arbitration and the Risks of Overregulation and Bureaucratization. pp. 327-342

### 4. Asian International Arbitration Journal

- Jack Wright Nelson (2014)
  International Commercial Arbitration in Asia: Hong Kong, Australia and India Compared. pp. 105-136

- Rizwan Hussain (2013)
  International Arbitration – Culture and Practices. pp. 1-37

### 5. b- Arbitra: Belgian Review of Arbitration

- Raphaëlle Legru (2021)
  Overview of the differences in the recent updates to the LCIA Rules and the ICC Rules

### 6. Indian Journal of Arbitration Law

- Maxi Scherer; J. Ole Jensen (2021)
  Towards a Harmonized Theory of the Law Governing the Arbitration Agreement. pp. 1-16
### 7. Journal of International Arbitration

- Klaus Peter Berger (2019)
  Common Law vs. Civil Law in International Arbitration: The Beginning or the End? pp. 295-314

- Chiann Bao (2017)
  Third Party Funding in Singapore and Hong Kong: The Next Chapter. pp. 387-400

- Dipen Sabharwal; Rebecca Zaman (2014)

- Harisankar K.S. (2013)
  International Commercial Arbitration in Asia and the Choice of Law Determination. pp. 621-636

- Bernard Hanotiau (2011)

- Renata Brazil-David (2011)
  Harmonization and Delocalization of International Commercial Arbitration. pp. 445-466

### 8. Journal of International Dispute Settlement

- V.V. Veder (2013)
  From Florence to London via Moscow and New Delhi: How and Why Arbitral Ideas Migrate. pp. 139-157

### 9. Pepperdine Dispute Resolution Law Journal

- Kestenbaum, Scott (2014)
  Uniform Alternative Dispute Resolution: The Answer to Preventing Unscrupulous Agent Activity
10. *Revue de l'Arbitrage*

11. *SchiedsVZ | German Arbitration Journal*

- Lukas Pfister (2017)

- Meik Thöne (2016)
  Delocalisation in International Commercial Arbitration. pp. 257-262

- Meike von Levetzow (2011)

- Inka Hanefeld; Jörn Hombeck (2015)
  International arbitration between standardization and flexibility – Predictability and flexibility seen from a client’s perspective. pp. 20-25

12. *Spain Arbitration Review*

- Antonio Hierro (2015)
  pp. 55-64 Towards a global Arbitration Law
# APPENDIX 2B

Google Scholar Search

## Relevant Articles

<table>
<thead>
<tr>
<th>#</th>
<th>Author</th>
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<tr>
<td>11.</td>
<td>McLean, D. J.</td>
<td>Toward a new international dispute resolution paradigm: assessing the congruent evolution of globalization and international arbitration</td>
<td>2009</td>
<td><em>University of Pennsylvania</em>, 30, 1087-1097</td>
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21. Voser, N. Harmonization by promulgating rules of best international practice in international arbitration 2005 SchiedsVZ, 3(3), 113-118

Books

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<th>#</th>
<th>Author</th>
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<th>Publisher</th>
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<tr>
<td>1.</td>
<td>Dezalay, Y., &amp; Garth, B. G.</td>
<td>Dealing in virtue: International commercial arbitration and the construction of a transnational legal order</td>
<td>1996</td>
<td>University of Chicago Press</td>
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# Book Chapters

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<td>3</td>
<td>Mattli, W., &amp; Dietz, T.</td>
<td>Mapping and assessing the rise of international commercial arbitration in the globalization era: an introduction</td>
<td>2014</td>
<td>In W. Mattli and T. Dietz (Eds.), <em>International arbitration and global governance: contending theories and evidence</em> (pp. 1-21). Oxford University Press.</td>
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# APPENDIX 2C

Google Scholar Search: Supporting Articles

## I. UNCITRAL

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II. Developing Countries

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<th>Author</th>
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<td>4.</td>
<td>Sperry, D.</td>
<td>The impact of international commercial arbitration on developing nations: Has the emergence of the international private justice market narrowed the gap between developed and developing parties?</td>
<td>2010</td>
<td>Hong Kong Law Journal, 40(2), 361-380.</td>
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III. Systems

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IV. Culture

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APPENDIX 3

HKIAC Procedural Rules 1985

The Hong Kong
International
Arbitration Centre

PROCEDURES FOR ARBITRATION
(INCLUDING THE UNCITRAL RULES)

HKIAC
UNCITRAL ARBITRATION RULES


The General Assembly of the United Nations by its Resolution 31/98 recommended the use of the UNCITRAL Arbitration Rules in the settlement of international disputes, particularly by reference to the Rules in international commercial contracts (see Page 4 for model clauses adopting the Rules).

THE UNCITRAL Arbitration Rules include provision for the parties to an arbitration to designate an appointing authority, who will appoint an arbitral tribunal if the parties do not, and will fulfil certain other functions. Prior designation of a suitable appointing authority enables cases to be processed more efficiently when they subsequently arise. The appointment of an experienced arbitration administrator and the availability of appropriate additional arbitration support services also help cases to proceed more smoothly.

THE HONG KONG INTERNATIONAL ARBITRATION CENTRE (HKIAC)

The HKIAC was established in 1985. It operates under a Council composed of business and professional people of many different nationalities and with a wide diversity of skills and experience. Its activities are based at the International Arbitration Centre in Hong Kong. They include the appointment of arbitrators, the provision of support services, and the administration of arbitrations under the HKIAC’s own Arbitration Rules.

Administration of the HKIAC’s arbitration activities is conducted by the Management Committee of the Council through the Centre’s Secretary-General, a lawyer, who is the HKIAC’s Chief Executive and Registrar. The task of ensuring the application of the HKIAC’s arbitration rules is performed by a Court of Appointment consisting of persons with wide experience in the law and international commercial arbitration.

The HKIAC has extensive expertise and experience with which to provide services in international arbitrations. Such services are available for arbitration under the UNCITRAL Arbitration Rules, whether such arbitrations are in Hong Kong or elsewhere.

THE HKIAC AS APPOINTING AUTHORITY

The parties may designate the HKIAC as appointing authority at the same time as adopting the UNCITRAL Arbitration Rules or they may agree to do so after a dispute to which the Rules apply has arisen. (See Page 4 for a model clause designating the HKIAC as appointing authority where the UNCITRAL Arbitration Rules are being adopted.)
Appointment
The HKIAC selects the arbitral tribunal having regard to the particular requirements of each case and subject to any conditions agreed by the parties. Reference is made to the HKIAC’s Panel of International Arbitrators, which is composed of arbitrators with substantial international experience and drawn from the major trading nations of the world. Appointments are made on behalf of the HKIAC by the Secretary-General on the advice of the Court of Appointment.

Challenge of Arbitrators
Arbitrators appointed by the HKIAC are required to confirm their independence and impartiality. Where a decision is required by the appointing authority under the Rules on any challenge of an arbitrator, such decision is made on behalf of the HKIAC by the Court of Appointment.

Replacement of Arbitrator
Replacement of an arbitrator is effected by the HKIAC in accordance with the Rules as necessary.

Assistance in Fixing Fees of Arbitrators
The fees for arbitrators appointed by the HKIAC are generally calculated by reference to work done by them in connection with the arbitration and are charged at rates appropriate to the particular circumstances of the case including its complexity and any special qualifications of the arbitrators. If the parties so wish the HKIAC will consult with the arbitral tribunal to establish the rates applicable to a particular case.

Advisory Comments Regarding Deposits
If requested under the Rules the HKIAC will consult with the arbitral tribunal to fix the amount of any deposits.

APPOINTMENT FEE SCHEDULE
In cases where the HKIAC is named in an arbitration clause or a separate arbitration agreement as the appointing authority an appointment fee, based on the following scale, is payable at the time the appointment or referral is made.

<table>
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<th>Amount of Claim</th>
<th>Fee</th>
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<tr>
<td>Up to $5 million</td>
<td>$3,000</td>
</tr>
<tr>
<td>Up to $50 million</td>
<td>$8,000</td>
</tr>
<tr>
<td>Up to $100 million</td>
<td>$12,000</td>
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<tr>
<td>Over $100 million</td>
<td>As appropriate</td>
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If an amount for the claim can be, or is, stated at the time of referral, a sum of $3,000 will be payable. This will be taken into account in determining the amount of the fee that will be payable when the amount in dispute is disclosed. This fee will cover all steps taken by the HKIAC in connection with the appointment of an arbitrator, or arbitrators.
THE HKIAC AS ARBITRATION ADMINISTRATOR

The parties or the arbitral tribunal may designate the HKIAC as arbitration administrator at the same time as adopting the UNCITRAL Arbitration Rules or they may agree to do so after a dispute to which the Rules apply has arisen. The arbitral tribunal may also at any time after its appointment designate the HKIAC as arbitration administrator. Where the HKIAC is designated arbitration administrator the following administrative services will be provided.

Communications
Communications and notices between the parties and the arbitral tribunal in the course of arbitration proceedings (except at meetings and hearings) will be addressed through the HKIAC, and deemed received by the addressee when received by the HKIAC. When passed on by the HKIAC to a party such communications and notices will be sent to the address of that party contained in the Notice of Arbitration or such other address as may have been notified in writing to the HKIAC by that party.

Liaison
The HKIAC will liaise with the arbitral tribunal and the parties to establish date, time and place of meetings and hearings, and otherwise, as required.

Procedural Advice
Upon request the HKIAC will advise generally on applicable procedure under the Rules and as directed by the arbitral tribunal.

Deposits
Upon request the HKIAC will hold deposits from the parties and account for the same.

Registration of Awards
Upon request the HKIAC will assist in the filing or registration of arbitral awards in countries where such filing or registration is required by law.

Administrative and other services performed by the HKIAC will be charged at an appropriate hourly rate.

ADDITIONAL ARBITRATION SUPPORT SERVICES OF THE HKIAC

A wide range of additional arbitration support services are available to the parties or the arbitral tribunal, as required, during the course of arbitration proceedings. These services are provided from the HKIAC's own resources where possible, or are otherwise obtainable through the HKIAC, and include:

- Hearing rooms and retiring rooms, at the Hong Kong International Arbitration Centre or elsewhere.
- Transcription, interpretation, typing and other secretarial and clerical assistance.
• Telephone, telex and other communications facilities; photocopying, printing and other office facilities.

The daily rate for the use of a hearing room at the Centre and other facilities (a conference room will usually be available for the use of parties in connection with an arbitration) is $1,800. One-third of the total payable for any booked period is payable at the time of making a reservation. The balance is payable on or before the date of the first hearing. There will be a charge of $600 in respect of days that are booked but unused subject to a minimum amount of the one-third sum payable on making a reservation being retained by the HKIAC. Other support services will be charged on an appropriate cost basis.

Note:
(a) Parties are jointly and severally liable for HKIAC fees.
(b) All invoices are payable upon presentation.
(c) Fees will be invoiced in Hong Kong dollars but may be paid in other convertible currencies at rates of exchange prevailing at the time of payment.
(d) The rates quoted above are those in force at the time of publication and may be varied from time to time.
(e) All figures quoted are in Hong Kong dollars. At the date of publication, May 1986, US$1.00 = HK$7.80.

MODEL CLAUSES

The Centre has adopted model clauses which those interested may wish to include in future contracts:

a “Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in Hong Kong in accordance with the UNCITRAL Arbitration Rules in force at the date of this contract.”

b “The appointing authority shall be the Hong Kong International Arbitration Centre.”

c “Any such arbitration shall be administered by the Hong Kong International Arbitration Centre in accordance with its ‘Procedures for Arbitration’.”

d “The parties agree to exclude any right of application or appeal to the Hong Kong Courts in connection with any question of law arising in the course of the arbitration or with respect to any award made.”

e “The language(s) to be used in the arbitral proceedings shall be”

For domestic, i.e. Hong Kong, agreements the Centre recommends the inclusion of the following clause:

“Any dispute or difference arising out of or in connection with this contract shall be referred to and determined by arbitration at the Hong Kong International Arbitration Centre and in accordance with its Rules for Domestic Arbitration.”
UNCITRAL ARBITRATION RULES
(adopted by UNCITRAL 28 April 1976 and by UN General Assembly 15 December 1976)
SECTION I. INTRODUCTORY RULES

Scope of Application

Article 1 1. Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under the UNCITRAL Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in writing.

2. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

Notice, Calculation of Periods of Time

Article 2 1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Notice of Arbitration

Article 3 1. The party initiating recourse to arbitration (hereinafter called the “claimant”) shall give to the other party (hereinafter called the “respondent”) a notice of arbitration.

2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

3. The notice of arbitration shall include the following:
   (a) A demand that the dispute be referred to arbitration;
   (b) The names and addresses of the parties;
   (c) A reference to the arbitration clause or the separate arbitration agreement that is invoked;
   (d) A reference to the contract out of or in relation to which the dispute arises;
   (e) The general nature of the claim and an indication of the amount involved, if any;
(f) The relief or remedy sought;
(g) A proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon.

4. The notice of arbitration may also include:
(a) The proposals for the appointments of a sole arbitrator and an appointing authority referred to in article 6, paragraph 1;
(b) The notification of the appointment of an arbitrator referred to in article 7;
(c) The statement of claim referred to in article 18.

Representation and Assistance

Article 4 The parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party; such communication must specify whether the appointment is being made for purposes of representation or assistance.

SECTION II. COMPOSITION OF THE ARBITRAL TRIBUNAL

Number of Arbitrators

Article 5 If the parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

Appointment of Arbitrators (Articles 6 to 8)

Article 6 1. If a sole arbitrator is to be appointed, either party may propose to the other:
(a) The names of one or more persons, one of whom would serve as the sole arbitrator; and
(b) If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.

2. If within thirty days after receipt by a party of a proposal made in accordance with paragraph 1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties. If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within sixty days of the receipt of a party's request therefor, either party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate an appointing authority.
3. The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

   (a) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names;

   (b) Within fifteen days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference;

   (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;

   (d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.

4. In making the appointment, the appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

Article 71. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.

2. If within thirty days after the receipt of a party’s notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:

   (a) The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or

   (b) If no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within thirty days after receipt of a party’s request therefor, the first party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate the appointing authority. The first party may then request the appointing authority so designated to appoint the second arbitrator. In either case, the appointing authority may exercise its discretion in appointing the arbitrator.
3. If within thirty days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under article 6.

Article 8
1. When an appointing authority is requested to appoint an arbitrator pursuant to article 6 or article 7, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.

2. Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

Challenge of Arbitrators (Articles 9 to 12)

Article 9
A prospective arbitrator shall disclose to those who approach him in connexion with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Article 10
1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence.

2. A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Article 11
1. A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in articles 9 and 10 became known to that party.

2. The challenge shall be notified to the other party, to the arbitrator who is challenged and to the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.

3. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in article 6 or 7 shall be used in full for the appointment of the
substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

**Article 12** 1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:

(a) When the initial appointment was made by an appointing authority, by that authority;

(b) When the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority;

(c) In all other cases, by the appointing authority to be designated in accordance with the procedure for designating an appointing authority as provided for in article 6.

2. If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in articles 6 to 9 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

*Replacement of an Arbitrator*

**Article 13** 1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 6 to 9 that was applicable to the appointment or choice of the arbitrator being replaced.

2. In the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

*Repetition of Hearings in the Event of the Replacement of an Arbitrator*

**Article 14** If under articles 11 to 13 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.

**SECTION III. ARBITRAL PROCEEDINGS**

*General Provisions*

**Article 15** 1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the
parties are treated with equality and that at any stage of the proceedings
each party is given a full opportunity of presenting his case.

2. If either party so requests at any stage of the proceedings, the arbitral
tribunal shall hold hearings for the presentation of evidence by witnesses,
including expert witnesses, or for oral argument. In the absence of such a
request, the arbitral tribunal shall decide whether to hold such hearings or
whether the proceedings shall be conducted on the basis of documents and
other materials.

3. All documents or information supplied to the arbitral tribunal by one
party shall at the same time be communicated by that party to the other
party.

Place of Arbitration

Article 16 1. Unless the parties have agreed upon the place where the
arbitration is to be held, such place shall be determined by the arbitral
tribunal, having regard to the circumstances of the arbitration.

2. The arbitral tribunal may determine the locale of the arbitration within
the country agreed upon by the parties. It may hear witnesses and hold
meetings for consultation among its members at any place it deems
appropriate, having regard to the circumstances of the arbitration.

3. The arbitral tribunal may meet at any place it deems appropriate for the
inspection of goods, other property or documents. The parties shall be given
sufficient notice to enable them to be present at such inspection.

4. The award shall be made at the place of arbitration.

Language

Article 17 1. Subject to an agreement by the parties, the arbitral tribunal
shall, promptly after its appointment, determine the language or languages
to be used in the proceedings. This determination shall apply to the
statement of claim, the statement of defence, and any further written
statements and, if oral hearings take place, to the language or languages to
be used in such hearings.

2. The arbitral tribunal may order that any documents annexed to the
statement of claim or statement of defence, and any supplementary
documents or exhibits submitted in the course of the proceedings, delivered
in their original language, shall be accompanied by a translation into the
language or languages agreed upon by the parties or determined by the
arbitral tribunal.

Statement of Claim

Article 18 1. Unless the statement of claim was contained in the notice of
arbitration, within a period of time to be determined by the arbitral
tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.

2. The statement of claim shall include the following particulars:

(a) The names and addresses of the parties;
(b) A statement of the facts supporting the claim;
(c) The points at issue;
(d) The relief or remedy sought.

The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

Statement of Defence

Article 19 1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of defence in writing to the claimant and to each of the arbitrators.

2. The statement of defence shall reply to the particulars (b), (c) and (d) of the statement of claim (article 18, para. 2). The respondent may annex to his statement the documents on which he relies for his defence or may add a reference to the documents or other evidence he will submit.

3. In his statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.

4. The provisions of article 18, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Amendments to the Claim or Defence

Article 20 During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.

Pleas as to the Jurisdiction of the Arbitral Tribunal

Article 21 1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.
2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of article 21, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim.

4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

Further Written Statements

Article 22 The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Periods of Time

Article 23 The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed forty-five days. However, the arbitral tribunal may extend the time-limits if it concludes that an extension is justified.

Evidence and Hearings (Articles 24 and 25)

Article 24 1. Each party shall have the burden of proving the facts relied on to support his claim or defence.

2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defence.

3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.

Article 25 1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.

2. If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the
names and addresses of the witnesses he intends to present, the subject upon
and the languages in which such witnesses will give their testimony.

3. The arbitral tribunal shall make arrangements for the translation of oral
statements made at a hearing and for a record of the hearing if either is
deemed necessary by the tribunal under the circumstances of the case, or if
the parties have agreed thereto and have communicated such agreement to
the tribunal at least fifteen days before the hearing.

4. Hearings shall be held in camera unless the parties agree otherwise. The
arbitral tribunal may require the retirement of any witness or witnesses
during the testimony of other witnesses. The arbitral tribunal is free to
determine the manner in which witnesses are examined.

5. Evidence of witnesses may also be presented in the form of written
statements signed by them.

6. The arbitral tribunal shall determine the admissibility, relevance,
materiality and weight of the evidence offered.

Interim Measures of Protection

Article 26 1. At the request of either party, the arbitral tribunal may take
any interim measures it deems necessary in respect of the subject-matter of
the dispute, including measures for the conservation of the goods forming
the subject-matter in dispute, such as ordering their deposit with a third
person or the sale of perishable goods.

2. Such interim measures may be established in the form of an interim
award. The arbitral tribunal shall be entitled to require security for the costs
of such measures.

3. A request for interim measures addressed by any party to a judicial
authority shall not be deemed incompatible with the agreement to arbitrate,
or as a waiver of that agreement.

Experts

Article 27 1. The arbitral tribunal may appoint one or more experts to
report to it, in writing, on specific issues to be determined by the tribunal.
A copy of the expert’s terms of reference, established by the arbitral
tribunal, shall be communicated to the parties.

2. The parties shall give the expert any relevant information or produce for
his inspection any relevant documents or goods that he may require of
them. Any dispute between a party and such expert as to the relevance of
the required information or production shall be referred to the arbitral
tribunal for decision.

3. Upon receipt of the expert’s report, the arbitral tribunal shall
communicate a copy of the report to the parties who shall be given the
opportunity to express, in writing, their opinion on the report. A party shall
be entitled to examine any document on which the expert has relied in his report.

4. At the request of either party the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of article 25 shall be applicable to such proceedings.

Default

Article 28 1. If, within the period of time fixed by the arbitral tribunal, the claimant has failed to communicate his claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.

2. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

Closure of Hearings

Article 29 1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

Waiver of Rules

Article 30 A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

SECTION IV. THE AWARD

Decisions

Article 31 1. When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.

Form and Effect of the Award

Article 32 1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.

2. The award shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay.

3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

4. An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.

5. The award may be made public only with the consent of both parties.

6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.

7. If the arbitration law of the country where the award is made requires that the award be filed or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law.

Applicable Law, Amiable Compositeur

Article 33 1. The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

2. The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.

3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

Settlement or Other Grounds for Termination

Article 34 1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral
award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.

3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of article 32, paragraphs 2 and 4 to 7, shall apply.

Interpretation of the Award

**Article 35**  1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award.

2. The interpretation shall be given in writing within forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 32, paragraphs 2 to 7, shall apply.

Correction of the Award

**Article 36**  1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.

2. Such corrections shall be in writing, and the provisions of article 32, paragraphs 2 to 7, shall apply.

Additional Award

**Article 37**  1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.

3. When an additional award is made, the provisions of article 32, paragraphs 2 to 7, shall apply.
Costs (Articles 38 to 40)

Article 38 The arbitral tribunal shall fix the costs of arbitration in its award. The term "costs" includes only:

(a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 39;
(b) The travel and other expenses incurred by the arbitrators;
(c) The costs of expert advice and of other assistance required by the arbitral tribunal;
(d) The travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
(e) The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
(f) Any fees and expenses of the appointing authority as well as the expenses of the Secretary-General of the Permanent Court of Arbitration at The Hague.

Article 39 1. The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.

2. If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the arbitral tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

3. If such appointing authority has not issued a schedule of fees for arbitrators in international cases, any party may at any time request the appointing authority to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the authority appoints arbitrators. If the appointing authority consents to provide such a statement, the arbitral tribunal in fixing its fees shall take such information into account to the extent that it considers appropriate in the circumstances of the case.

4. In cases referred to in paragraphs 2 and 3, when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix its fees only after consultation with the appointing authority which may make any comment it deems appropriate to the arbitral tribunal concerning the fees.
Article 40 1. Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. With respect to the costs of legal representation and assistance referred to in article 38, paragraph (e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

3. When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall fix the costs of arbitration referred to in article 38 and article 39, paragraph 1, in the text of that order or award.

4. No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under articles 35 to 37.

Deposit of Costs

Article 41 1. The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in article 38, paragraphs (a), (b) and (c).

2. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.

3. If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority which may make any comments to the arbitral tribunal which it deems appropriate concerning the amount of such deposits and supplementary deposits.

4. If the required deposits are not paid in full within thirty days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

5. After the award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.
APPENDIX 4

SIAC Procedural Rules 1991

SIAC RULES
1ST EDITION, 1 SEPTEMBER 1991

Rule
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33. General Provisions
Where any agreement, submission or reference provides for arbitration under the Arbitration Rules of the Singapore International Arbitration Centre ("the Centre"), the parties thereto shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such amended Rules as the Centre may have adopted to take effect before the commencement of the arbitration, subject to such modifications as the parties may agree in writing.

Rule 1 Scope of Application and Interpretation

1.1 These Rules shall govern the arbitration except where any of these Rules is in conflict with a provision of the law applicable to the arbitration which the parties cannot derogate, that provision shall prevail.

1.2 In these Rules:

"Centre" means the Singapore International Arbitration Centre, a company incorporated under the Companies Act of the Republic of Singapore as a company limited by guarantee;

"Chairman" means the Chairman of the Centre;

"Registrar" means the Chief Executive Officer of the Centre;

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

Rule 2 Notice, Calculation of Periods of Time

2.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last known residence or place of business. The notice shall be deemed to have been received on the day it is so delivered.

2.2 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.
Rule 3  Request for or Notification of Arbitration

3.1 The party wishing to commence an arbitration under these Rules (hereinafter called the "Claimant") shall give to the other party (hereinafter called "the Respondent") a Notice of Arbitration which shall include or be accompanied by the following:

(a) a demand that the dispute be referred to arbitration;
(b) the names and addresses of the parties to the arbitration;
(c) a reference to the arbitration clause or the separate arbitration agreement that is invoked;
(d) a reference to the contract out of or in relation to which the dispute arises;
(e) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed; and
(f) a statement of any matters on which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal.

3.2 The Notice of Arbitration may also include:

(a) the proposals for the appointment of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively;
(b) the notification of appointment of an arbitrator referred to in Rule 8; and
(c) the Statement of Case referred to in Rule 17.

3.3 The date of receipt of the Notice of Arbitration shall be deemed to be the date on which the arbitration has commenced.

3.4 The Claimant shall file with the Registrar a copy of the Notice of Arbitration served on the Respondent.

3.5 The parties shall also file with the Registrar a copy of any other notice, including a notification, communication or proposal concerning the arbitral proceedings.

3.6 If the parties have agreed on an appointing authority other than the Chairman, they shall inform the Registrar of the name of that authority.

Rule 4  Response by Respondent

4.1 For the purpose of facilitating the appointment of arbitrators, within fourteen (14) days of receipt of the Notice for Arbitration the respondent may send to the Claimant a Response containing:

(a) a confirmation or denial of all or part of the claims;
(b) a brief statement of the nature and circumstances of any envisaged counterclaims; and

c) comment in response to any statements contained in the Notice of Arbitration, as called for under Rule 3.1 paragraphs (e) and (f), on matters relating to the conduct of the arbitration.

4.2 The Response may also include:

(a) comment in response to proposals for the appointments of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively, and

(b) the notification of the appointment of an arbitrator referred to in Rule 8.

4.3 The Respondent shall send a copy of the Response to the Registrar and shall confirm to the Registrar that copies have been served on the other party.

4.4 Failure to send a Response shall not preclude the Respondent from denying the claim nor from setting out a counterclaim in its Statement of Defence.

Rule 5 Centre to Provide Assistance

5. The Registrar shall, at the request of the Tribunal or either party, make available, or arrange for, such facilities and assistance for the conduct of arbitration proceedings as may be required, including suitable accommodation for sittings of the Tribunal, secretarial assistance and interpretation facilities.

Rule 6 Number of Arbitrators

6. A sole arbitrator shall be appointed unless the parties have agreed otherwise.

Rule 7 Appointment of Sole Arbitrator

7.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator.

7.2 If within fourteen (14) days after receipt by a party of a proposal made in accordance with Rule 7.1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties and if no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within fourteen (14) days of the receipt of a party request therefore, the Chairman shall appoint the arbitrator as soon as practicable.

7.3 In making the appointment, the appointing authority or the Chairman shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and where the parties are of different nationalities, then unless they have otherwise agreed, the appointing authority or the Chairman shall appoint an arbitrator of a nationality other than the nationalities of the
Rule 8 Appointment of Three Arbitrators

8.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal.

8.2 If within fourteen (14) days after the receipt of a party’s notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:

(a) the first party may request the appointing authority previously designated by the parties to appoint the arbitrator; or

(b) if no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within fourteen (14) days after receipt of a party’s request therefor, the first party may request the Chairman to appoint the second arbitrator.

8.3 If within fourteen (14) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority or by the Chairman if no appointing authority has been previously designated by the parties or, if the appointing authority previously designated refuses to act within the prescribed time, in the same way as a sole arbitrator would be appointed under Rule 7.

Rule 9 Information to be Furnished to the Appointing Authority

9.1 When an appointing authority is requested to appoint an arbitrator pursuant to Rule 7 or 8, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.

9.2 Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

Rule 10 Independence and Impartiality of Arbitrators

10.1 An arbitrator (whether or not nominated by the parties) conducting an arbitration under these Rules shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any party.
10.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

10.3 An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Rule 11 Challenge of Arbitrators

11.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence.

11.2 A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Rule 12 Notice of Challenge

12.1 A party who intends to challenge an arbitrator shall send notice of his challenge within fourteen (14) days after the appointment of the challenged arbitrator has been notified to the challenging party or within fourteen (14) days after the circumstances mentioned in Rules 11.1 or 11.2 became known to that party.

12.2 The challenge shall be notified to the other party, the arbitrator who is challenged and the other members of the Tribunal. The notification shall be in writing and shall state the reasons for the challenge.

12.3 When an arbitrator has been challenged by one party, the other party may agreed to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in Rules 7 or 8 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Rule 13 Decision on Challenge

13.1 If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:

(a) when the initial appointment was made by an appointing authority, by that authority;

(b) when the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority; and

(c) in all other cases, by the Chairman.
13.2 If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Rule 5 to 8 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

Rule 14 Replacement of an Arbitrator

14.1 In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Rules 7 to 11 that was applicable to the appointment or choice of the arbitrator being replaced.

14.2 In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in Rules 11 to 13 and 14.1 shall apply.

Rule 15 Repetition of Hearing in the Event of the Replacement of an Arbitrator

15. If under Rules 12 to 14 the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal.

Rule 16 Conduct of the Proceedings

16.1 The parties may agree on the arbitral procedure, and are encouraged to do so.

16.2 In the absence of procedural rules agreed by the parties or contained herein, the Tribunal shall have the widest discretion allowed under such law as may be applicable to ensure the just, expeditious, economical, and final determination of the dispute.

16.3 In the case of a three-member Tribunal, the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

Rule 17 Submission of Written Statements and Documents

17.1 The Tribunal may determine the periods of time within which the parties shall submit their written statements. If no specific periods of time are determined by the Tribunal the parties shall proceed as set out in this Rule.

17.2 Within thirty (30) days of receipt of notification from the sole arbitrator or the presiding arbitrator that the Tribunal has been constituted, the Claimant shall, if he has not done so, send to the Respondent a Statement of Case setting out in full detail the facts and any contentions of law on which it relies, and the relief claimed.
17.3 Within thirty (30) days of receipt of Statement of Case, or the notification referred to in Rule 17.2, where the Statement of Case was served with the Notice of Arbitration, the Respondent shall send to the Claimant a Statement of Defence stating in full detail which of the facts and contentions of law in the Statement of Case it admits or denies, on what grounds, and on what other facts and contentions of law it relies. Any counterclaims shall be submitted with the Statement of Defence in the same manner as claims are set out in the Statement of Case.

17.4 The Tribunal shall decide which further written statement, in addition to the Statement of Case and the Statement of Defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

17.5 The periods of time fixed by the Tribunal for the submission of written statements (including the Statement of Case and the Statement of Defence) shall not exceed forty-five (45) days. However the Tribunal may extend the time-limits on such terms as it may deem appropriate.

17.6 All Statements referred to in this Rule shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where appropriate) by any relevant samples.

17.7 Copies of all statements referred to this Rule shall be served on the Tribunal and the Registrar.

17.8 As soon as practicable following completion of the submission of the Statements specified in this Rule, the Tribunal shall proceed in such manner as has been agreed by the parties, or pursuant to its authority under these Rules.

17.9 If the Claimant fails within the time specified under these Rules or as may be fixed by the arbitral Tribunal, to submit his Statement of Case, the arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. If the Respondent fails to submit a Statement of Defence, or if at any point any party fails to avail itself of the opportunity to present its case in the matter directed by the Tribunal, the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 18 Place of Arbitration

18.1 The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines in view of all the circumstances of the case that another place is more appropriate.

18.2 The Tribunal may hold hearings and meetings anywhere convenient, subject to the provisions of Rule 21.2 and provided that the award shall be made at the place of arbitration.
Rule 19 Language of Arbitration

19.1 Subject to an agreement by the parties, the Tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the Statement of Case, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

19.2 If a document is drawn up in a language other than the language(s) of the arbitration, and no translation of such document is submitted by the party producing the document, the Tribunal, or if the Tribunal has not been established, the Registrar may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

Rule 20 Party Representatives

20. Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require.

Rule 21 Hearings

21.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests, hold hearings for the presentation of evidence by witnesses, including expert witnesses or for oral argument.

21.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitration, and the sole or presiding arbitrator shall give the parties reasonable notice thereof.

21.3 If any party to the proceedings fails to appear at a hearing, without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the award on the evidence before it.

21.4 The Tribunal may in advance of hearings submit to the parties a list of questions which it wishes them to treat with special attention.

21.5 All meetings and hearings shall be in private unless the parties agree otherwise.

21.6 The Tribunal may declare the hearings closed if the parties have no further proof to offer or witnesses to be heard or submissions to make. The Tribunal may on its own motion or upon application of a party but before any award is made, reopen the hearings.

Rule 22 Witnesses

22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses it wishes to call, as well as the subject matter of their testimony and its relevance to the issues.
22.2 The Tribunal has discretion to allow, refuse, or limit the appearance of witnesses, whether witnesses of fact or expert witnesses.

22.3 Any witness who gives oral evidence may be questioned by each of the parties or their representatives, under the control of the Tribunal. The Tribunal may put questions at any stage of the examination of the witnesses.

22.4 The testimony of witnesses may be presented in written form, either as signed statements or by duly sworn affidavits. Subject to Rule 22.2 any party may request that such a witness should attend for oral examination at a hearing. If he fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or exclude it altogether.

22.5 Subject to the mandatory provisions of any applicable law it shall be proper for any party or its legal practitioners to interview any witness or potential witness prior to his appearance at any hearing.

Rule 23 Experts Appointed by the Tribunal

23.1 Unless otherwise agreed by the parties, the Tribunal:

(a) may appoint one or more experts to report to the Tribunal on specific issues;

(b) may require a party to give any such expert any relevant information or to produce, or to provide access to any relevant documents, goods or property for inspection by the expert.

23.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing at which the parties shall have the opportunity to question him, and to present expert witnesses in order to testify on the points at issue.

Rule 24 Additional Powers of the Tribunal

24.1 Unless the parties at any time agree otherwise, and subject to any mandatory limitations of any applicable law, the Tribunal shall have the power, on the application of any party or of its own motion, but in either case only after giving the parties a proper opportunity to state their views, to:

(a) determine what are the rules of law governing or applicable to any contract, or arbitration agreement or issue between the parties;

(b) order the correction of any such contract or arbitration agreement, but only to the extent required to rectify any mistake which it determines to be common to all the parties and then only if and to the extent to which the rules of law governing or applicable to the contract permit such correction;

(c) allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes between them;
(d) allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;

(e) extend or abbreviate any time limits provided by these Rules or by its directions;

(f) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;

(g) order the parties to make any property or thing available for inspection, in their presence, by the Tribunal or any expert;

(h) order the preservation, storage, sale or other disposal of any property or thing under the control of any party;

(i) order any party to produce to the Tribunal, and to the other parties for inspection, and to supply copies of, any documents or classes of documents in their possession or power which the Tribunal determines to be relevant.

24.2 By agreeing to arbitration under these Rules the parties shall be taken to have agreed to apply only to the Tribunal, and not to any court of law or other judicial authority, for an order under paragraphs (g), (h) or (i) of Rule 24.1.

Rule 25  Jurisdiction of the Tribunal

25.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

25.2 A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this paragraph if it considers the delay justified.

25.3 In addition to the jurisdiction to exercise the powers defined elsewhere in these rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed in the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.
Rule 26  Deposits and Security

26.1 The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs referred to in Rule 29. Interest on sums deposited, if any, shall be accumulated to the deposits.

26.2 During the course of the arbitration proceedings the Tribunal may request supplementary deposits from the parties.

26.3 The Tribunal shall have the power to order any party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner the Tribunal thinks fit.

26.4 By agreeing to arbitration under these Rules the parties shall be taken to have agreed to apply only to the Tribunal, and not to any court of law or other judicial authority, for an order under Rule 26.1 or 26.2, or for an order for security for costs under Rule 26.3.

26.5 Without prejudice to the right of any party to apply to a competent court for pre-award conservatory measures (except those referred to in Rules 26.1 or 26.2, and 26.3), the Tribunal shall also have the power to order any party to provide security for all or part of any amount in dispute in the arbitration.

26.6 In the event that orders under Rules 26.1, 26.2 and 26.3 are not complied with, the Tribunal may disregard claims or counterclaims by the non-complying party, although it may proceed to determine claims or counterclaims by complying parties.

Rule 27  The Award

27.1 The Tribunal shall make its award in writing within forty-five (45) days from the date on which the hearings are closed and, unless all the parties agree otherwise, shall state the reasons upon which its award is based. The award shall state its date and shall be signed by the arbitrator or arbitrators.

27.2 If any arbitrator refuses or fails to comply with the mandatory provisions of any applicable law relating to the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.

27.3 Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority. Failing a majority decision on any issue, the presiding arbitrator of the Tribunal shall make the award alone as if he were sole arbitrator. If an arbitrator refuses or fails to sign the award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.

27.4 The sole arbitrator or presiding arbitrator shall be responsible for delivering the award to the Registrar, which shall transmit certified copies to the parties provided that the costs of the arbitration have been paid to the Centre in accordance with Rule 29.
27.5 Awards may be expressed in any currency, and the Tribunal may award that simple or compound interest shall be paid by any party on any sum which is the subject of the reference at such rates as the Tribunal determines to be appropriate, without being bound by legal rates of interest, in respect of any period which the Tribunal determines to be appropriate ending not later than the date upon which the award is complied with.

27.6 The Tribunal may make separate final awards on different issues at different times, which shall be subject to correction under the procedure specified in Rule 28. Such awards shall be enforceable.

27.7 In the event of a settlement, the Tribunal may render an award recording the settlement if any party so requests. If the parties do not require a consent award, then on confirmation in writing by the parties to the Registrar that a settlement has been reached the Tribunal shall be discharged and the reference to arbitration concluded, subject to payment by the parties of any outstanding costs of the arbitration in accordance with Rule 29.

27.8 By agreeing to arbitration under these Rules, the parties undertake to carry out the award without delay, and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may be validly made. Awards shall be final and binding on the parties as from the date they are made.

Rule 28 Correction of Awards and Additional Awards

28.1 Within thirty (30) days of receipt of the award, unless another period of time has been agreed upon by the parties, a party may by notice to the Registrar request the Tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature. If the Tribunal considers the request to be justified, it shall make the corrections within thirty (30) days of receipt of the request. Any correction, which shall take the form of a separate memorandum, shall become part of the award.

28.2 The Tribunal may correct any error of the type referred to in Rule 28.1 on its own initiative within thirty (30) days of the date of the award.

28.3 Unless otherwise agreed by the parties, a party may, within thirty (30) days of receipt of the award, and with notice to the other party or parties, by notice to the Registrar request the Tribunal to make an additional awards as to claims presented in the arbitral proceedings but not dealt with in the award. If the Tribunal considers the request to be justified, it shall make the additional award within forty-five (45) days.

28.4 The provisions of Rule 27 shall apply mutatis mutandis to a correction of the award and to any additional award.
Rule 29 Costs

29.1 The costs of the arbitration (other than the legal or other costs incurred by the parties themselves) shall be fixed by the Tribunal in its award. The term 'cost' includes only:

(a) the fees of the Tribunal to be stated separately as to each arbitrator and to be fixed by the Tribunal itself in accordance with Rule 30;

(b) the travel and other expenses incurred by the arbitrators;

(c) the costs of expert advice and of other assistance required by the Tribunal;

(d) the travel and other expenses of witnesses to the extent such expenses are approved by the Tribunal;

(e) the costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;

(f) any fees and expenses of the appointing authority;

(g) expenses reasonable incurred by the Centre in connection with the arbitration as well as its administrative charges.

29.2 The Tribunal shall specify in the award the total amount of the costs of the arbitration. Unless the parties shall agree otherwise, the Tribunal shall determine the proportions in which the parties shall pay all or part of them to the Centre. If the Tribunal has determined that all or any part of the costs of the arbitration shall be paid by any party other than a party which has already paid them to the Centre, the latter shall have the right to recover the appropriate amount from the former.

29.3 The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party (apart from the costs of the arbitration) be paid by another party.

29.4 If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall be jointly and severally liable to pay the costs of the arbitration as determined by the Tribunal. In the event that the costs so determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing agreement, in the same proportions as the deposits were made.

Rule 30 Amount of Tribunal's Fees

30.1 The fees of the Tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.
30.2 If an appointing authority has been agreed upon by the parties or designated by the Chairman, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the Tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

30.3 If such appointing authority has not issued a schedule of fees for arbitrators in international cases, and if the parties fail to agree, an appropriate rate shall be determined by the Registrar and communicated in writing to the parties.

30.4 In all cases when a party so requests, the Tribunal shall fix its fees only after consultation with the Registrar who may make any comment he deems appropriate to the arbitral tribunal concerning the fees.

Rule 31 Exclusion of Jurisdiction of Court

31. If the parties have chosen Singapore as the place of arbitration, the parties agree in accordance with section 30 of the Singapore Arbitration Act that the right of appeal of either party to the High Court of Singapore under section 28 of the Act shall be excluded in relation to the award of the Tribunal and that neither party shall have the right to the High Court of Singapore under section 29(1)(a) of the Act for the determination of any question of law arising in the course of the reference to arbitration.

Rule 32 Exclusion of Liability

32.1 Neither the Centre nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save that the arbitrator (but not the Centre) may be liable for the consequences of conscious and deliberate wrongdoing.

32.2 After the award has been made and the possibilities of correction and additional awards referred to in Rule 28 have lapsed or been exhausted, neither the Centre nor any arbitrator shall be under any obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any arbitrator or any officer of the Centre a witness in any legal proceedings arising out of the arbitration.

Rule 33 General Provisions

33.1 A party who knows that any provisions of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

33.2 The provisions in these Rules shall insofar as they relate to the powers and functions of the Tribunal be interpreted by the Tribunal. All other provisions herein shall be interpreted and applied by the Registrar.
33.3 In all matters not expressly provided for in these Rules, the Chairman, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure that the award is legally enforceable.
INTERNATIONAL CHAMBER OF COMMERCE: RULES FOR THE ICC COURT OF ARBITRATION, (1975 REVISION)*
International Chamber of Commerce Publication No. 291

The ICC Court of Arbitration is the leading body in international commercial arbitration. Founded over fifty years ago to settle business disputes of an international character, its strict impartiality is recognized everywhere. Countless thousands of business contracts (including many where one party is a government body) now refer to the ICC Rules of Conciliation and Arbitration of which this is the revised edition. The ICC recommends all parties wishing to make reference to ICC arbitration in their foreign contracts to use the following standard clause:

"all disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration at the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules."

The ICC acts to promote business interests at international levels, to foster the greater freedom of international trade, and to harmonize and facilitate business and trade practices. Paris based, the Chamber has National Committees in fifty-one countries and is represented in over thirty others. In the United States the International Chamber of Commerce is represented by the United States Council at 1212 Avenue of the Americas, New York, N.Y. 10036 (telephone (212) 582-4850), Copyright by the International Chamber of Commerce, 1975.

Rules of conciliation and arbitration of the ICC

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*[Reproduced with permission from International Chamber of Commerce Publication No. 291, with corrected scale of administrative charge and fees at page 24 of the publication.]
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### Arbitration

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Foreword

These new Rules of Conciliation and Arbitration replace a version in force since 1955. During that time the authority of the ICC Court of Arbitration which applies them has become universally recognized.

The Court now supervises international arbitrations taking place in every part of the world and in virtually all economic sectors. Its contribution to ensuring the security of international business transactions constitutes one of the ICC’s principal services to world trade and investment, and it has indeed come to be one of the best-known organs of the Chamber.

The new Rules of Arbitration—those concerning conciliation rest unchanged—are thus intended to consolidate rather than to innovate. Numerous changes in detail have however been made to reflect the experience and developments of the last twenty years, and to prepare for the further expansion of the Court’s activities.

I warmly commend the revised Rules to all businessmen, lawyers and officials concerned with international trade and investment.

Carl-Henrik Winqwist
Secretary General of the ICC

April 1975

Standard ICC arbitration clause

The ICC recommends all parties wishing to make reference to ICC arbitration in their foreign contracts to use the following standard clause:

"All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules."

French
"Tous différends découlant du présent contrat seront tranchés définitivement suivant le Règlement de Conciliation et d’Arbitrage de la Chambre de Commerce Internationale par un ou plusieurs arbitres nommés conformément à ce Règlement."

German
"Alle aus dem gegenwärtigen Vertrag sich ergebenden Streitigkeiten werden nach der Vergleichs- und Schiedsgerichtsordnung der internationalen Handelskammer von einem oder mehreren gemäß dieser Ordnung ernommenen Schiedsrichtern endgültig entschieden."

Spanish
"Todas las desavenencias que deriven de este contrato serán resueltas definitivamente de acuerdo con el Reglamento de Conciliación y Arbitraje de la Cámara de Comercio Internacional por uno o más árbitros nombrados conforme a este Reglamento."

Arabic
"جميع الخلافات التي تنشأ من هذا العقد يتم حلها نهائياً وفقاً لنظام التحكيم والعملية التجاريه الدولية بواسطة حكم واحد حكمان يتم تعيينهما طبقاً لذلك النظام."

Attention is called to the fact that the laws of certain countries require that parties to contracts expressly accept arbitration clauses, sometimes in a precise and particular manner.

The parties may—if they so desire—stipulate, in the arbitration clause itself, the national law applicable to the contract. The parties’ free choice of the place of arbitration is not limited by the ICC.
Optional
Conciliation

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<th>Article 1</th>
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<tr>
<td>1</td>
<td>Any business dispute of an international character may be the subject of a request for settlement by amicable arrangement through the medium of the Administrative Commission for Conciliation established at the International Chamber of Commerce.</td>
</tr>
<tr>
<td></td>
<td>Each National Committee may nominate from one to three members to the Commission, from among its nationals resident in Paris; they shall be appointed for a term of two years by the President of the International Chamber of Commerce.</td>
</tr>
<tr>
<td>2</td>
<td>For each dispute, a Conciliation Committee of three members shall be set up by the President of the International Chamber of Commerce.</td>
</tr>
<tr>
<td></td>
<td>The Committee shall be composed of two conciliators, who shall be as far as possible of the nationalities of the applicant and of the other party, and of a Chairman of a nationality other than that of the parties involved, chosen in principle from the Administrative Commission for Conciliation.</td>
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<th>Article 2</th>
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<td>The party making a request for conciliation shall apply to International Headquarters of the International Chamber of Commerce through his National Committee or direct; in the latter case, the Secretary General shall inform the National Committee concerned of the application.</td>
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<tr>
<td></td>
<td>The request shall consist of a statement of the case from the point of view of the said party and shall be accompanied by copies of relevant papers and documents as well as by the deposit laid down in the appended schedule for the expenses incurred by International Headquarters in the conciliation proceedings.</td>
</tr>
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<tr>
<td>1</td>
<td>Upon receipt of any such request and of the relevant papers and documents and of the deposit, the Secretary General of the International Chamber of Commerce shall inform the other party or parties to the dispute direct or through his or their National Committee or Committees and shall invite him or them to accept an attempt at conciliation and in that event to submit to the Conciliation Committee a statement of the case in writing with copies of relevant papers and documents as well as the deposit laid down in the appended schedule for expenses incurred by International Headquarters in the conciliation proceedings.</td>
</tr>
<tr>
<td>2</td>
<td>The Committee shall acquaint itself with the details of the case and procure any information required for this purpose by communicating with the parties to the dispute direct or through their National Committees, and shall hear the parties if possible.</td>
</tr>
<tr>
<td>3</td>
<td>The parties may appear in person before the Committee or be represented by duly accredited agents. They may also be assisted by counsel or solicitors.</td>
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<tr>
<td>1</td>
<td>After having examined the case and having heard the parties if possible, the Conciliation Committee shall submit terms of settlement to the parties.</td>
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<td>2</td>
<td>Should a settlement result, the Conciliation Committee shall draw up and sign a record of the settlement.</td>
</tr>
<tr>
<td>3</td>
<td>When the parties do not appear in person or are not represented by duly accredited agents, the Committee shall communicate...</td>
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the terms of settlement to the Chairmen of the National Committees concerned and shall request them to endeavour to persuade the parties to accept the settlement proposed by the Committee.

Article 5

Rights of the parties failing settlement.

1 Should a settlement not result, the parties shall be at liberty to refer their dispute to arbitration or to bring an action at law should they so desire, unless they are bound by an arbitration clause.

2 Nothing that has transpired in connection with the proceedings before the Conciliation Commission shall in any way affect the legal rights of any of the parties to the dispute whether in an arbitration or in a Court of law.

No person having sat on a Conciliation Committee for the settlement of a dispute may be appointed arbitrator for the same dispute.

Arbitration

Article 1

Court of Arbitration.

1 The Court of Arbitration of the International Chamber of Commerce is the international arbitration body attached to the International Chamber of Commerce. Members of the Court are appointed by the Council of the International Chamber of Commerce. The function of the Court is to provide for the settlement by arbitration of business disputes of an international character in accordance with these Rules.

2 In principle, the Court meets once a month. It draws up its own internal regulations.

3 The Chairman of the Court of Arbitration or his deputy shall have power to take urgent decisions on behalf of the Court, provided that any such decision shall be reported to the Court at its next session.

4 The Court may, in the manner provided for in its internal regulations, delegate to one or more groups of its members the power to take certain decisions provided that any such decision shall be reported to the Court at its next session.

5 The Secretariat of the Court of Arbitration shall be at the Headquarters of the International Chamber of Commerce.

Article 2

Choice of arbitrators.

The Court of Arbitration does not itself settle disputes. Insofar as the parties shall not have provided otherwise, it appoints, or confirms the appointments of, arbitrators in accordance with the provisions of this Article. In making or confirming such appointment, the Court shall have regard to the proposed arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals.

2 The disputes may be settled by a sole arbitrator or by three arbitrators. In the following Articles the word "arbitrator" denotes a single arbitrator or three arbitrators as the case may be.

3 Where the parties have agreed that the disputes shall be settled by a sole arbitrator, they may, by agreement, nominate him for confirmation by the Court. If the parties fail so to nominate a sole arbitrator within 30 days from the date when the Claimant's Request for Arbitration has been communicated to the other party, the sole arbitrator shall be appointed by the Court.

4 Where the dispute is to be referred to three arbitrators, each party shall nominate in the Request for Arbitration and the Answer thereto respectively one arbitrator for confirmation by the Court. Such person shall be independent of the party nominating him. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.
The third arbitrator, who will act as chairman of the arbitral tribunal, shall be appointed by the Court, unless the parties have provided that the arbitrators nominated by them shall agree on the third arbitrator within a fixed time limit. In such a case the Court shall confirm the appointment of such third arbitrator. Should the two arbitrators fail, within the time limit fixed by the parties or the Court, to reach agreement on the third arbitrator, he shall be appointed by the Court.

Where the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, save where it appears to the Court that the dispute is such as to warrant the appointment of three arbitrators. In such a case the parties shall each have a period of 15 days within which to nominate an arbitrator.

Where the Court is to appoint a sole arbitrator or the chairman of an arbitral tribunal, it shall choose a National Committee of the International Chamber of Commerce from which it shall request a proposal. The sole arbitrator or the chairman of an arbitral tribunal shall be chosen from a country other than those of which the parties are nationals. However, in suitable circumstances and provided that neither of the parties objects, the sole arbitrator or the chairman of the arbitral tribunal may be chosen from a country of which any one of the parties is a national.

Where the Court appoints an arbitrator on behalf of a party which has failed so to do, it shall request a proposal from the National Committee of the country of which that party is a national. If the country of which such party is a national has no National Committee, the Court is at liberty to choose any person whom it regards as suitable.

Should an arbitrator be challenged by one of the parties, the Court, as sole judge of the grounds of challenge, shall make a decision which shall be final.

If an arbitrator dies or is prevented from carrying out his functions or has to resign consequent upon a challenge or for any other reason, or if the Court, after having considered the arbitrator’s observations, decides that the arbitrator is not fulfilling his functions in accordance with the Rules or within the prescribed time limits, he shall be replaced. In all such cases the procedure indicated in the preceding paragraphs 3, 4 and 6 shall be followed.

Article 3

Request for arbitration.

A party wishing to have recourse to arbitration by the International Chamber of Commerce shall submit its Request for arbitration to the Secretariat of the Court, through its National Committee or directly. In this latter case the Secretariat shall bring the Request to the notice of the National Committee concerned.

The date when the Request is received by the Secretariat of the Court shall, for all purposes, be deemed to be the date of commencement of the arbitral proceedings.

The Request for arbitration shall inter alia contain the following information:

a) names in full, description, and addresses of the parties,

b) a statement of the Claimant’s case,

c) the relevant agreements, and in particular the agreement to arbitrate, and such documentation or information as will serve clearly to establish the circumstances of the case,

d) all relevant particulars concerning the number of arbitrators and their choice in accordance with the provisions of Article 2 above.

The Secretariat shall send a copy of the Request and the documents annexed thereto to the Defendant for his Answer.

Article 4

Answer to the request.

The Defendant shall within 30 days from the receipt of the documents referred to in para-
graph 3 of Article 3 comment on the proposals made concerning the number of arbitrators and their choice and, where appropriate, nominate an arbitrator. He shall at the same time set out his defence and supply relevant documents. In exceptional circumstances the Defendant may apply to the Secretariat for an extension of time for the filing of his defence and his documents. The application must, however, include the Defendant's comments on the proposals made with regard to the number of arbitrators and their choice and also, where appropriate, the nomination of an arbitrator. If the Defendant fails so to do, the Secretariat shall report to the Court, which shall proceed with the arbitration in accordance with these Rules.

2 A copy of the Answer and of the documents annexed thereto, if any, shall be communicated to the Claimant for his information.

**Article 5**

Counter-claim.

1 If the Defendant wishes to make a counter-claim, he shall file the same with the Secretariat, at the same time as his Answer as provided for in Article 4.

2 It shall be open to the Claimant to file a Reply with the Secretariat within 30 days from the date when the Counter-claim was communicated to him.

**Article 6**

Pleadings and written statements, notifications or communications.

All pleadings and written statements submitted by the parties, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat.

All notifications or communications from the Secretariat and the arbitrator shall be validly made if they are delivered against receipt or forwarded by registered post to the address or last known address of the party for whom the same are intended as notified by the party in question or by the other party as appropriate.

Notification or communication shall be deemed to have been effected on the day when it was received, or should, if made in accordance with the preceding paragraph, have been received by the party itself or by its representative.

**Article 7**

Absence of agreement to arbitrate.

Where there is no prima facie agreement between the parties to arbitrate or where there is an agreement but it does not specify the International Chamber of Commerce, and if the Defendant does not file an Answer within the period of 30 days provided by paragraph 1 of Article 4 or refuses arbitration by the International Chamber of Commerce, the Claimant shall be informed that the arbitration cannot proceed.

**Article 8**

Effect of the agreement to arbitrate.

1 Where the parties have agreed to submit to arbitration by the International Chamber of Commerce, they shall be deemed thereby to have submitted ipso facto to the present Rules.

2 If one of the parties refuses or fails to take part in the arbitration, the arbitration shall proceed notwithstanding such refusal or failure.

3 Should one of the parties raise one or more pleas concerning the existence or validity of the agreement to arbitrate, and should the Court be satisfied of the prima facie existence of such an agreement, the Court may, without prejudice to the admissibility or merits of the plea or pleas, decide that the arbitration shall proceed. In such a case any decision as to the arbitrator's jurisdiction shall be taken by the arbitrator himself.
4 Unless otherwise provided, the arbitrator shall not cease to have jurisdiction by reason of any claim that the contract is null and void or allegation that it is inexistent provided that he upholds the validity of the agreement to arbitrate. He shall continue to have jurisdiction, even though the contract itself may be inexistent or null and void, to determine the respective rights of the parties and to adjudicate upon their claims and pleas.

5 Before the file is transmitted to the arbitrator, and in exceptional circumstances even thereafter, the parties shall be at liberty to apply to any competent judicial authority for interim or conservatory measures, and they shall not by so doing be held to infringe the agreement to arbitrate or to affect the relevant powers reserved to the arbitrator.

Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat of the Court of Arbitration. The Secretariat shall inform the arbitrator thereof.

Article 10

Transmission of the file to the arbitrator.
Subject to the provisions of Article 9, the Secretariat shall transmit the file to the arbitrator as soon as it has received the Defendant’s Answer to the Request for Arbitration, at the latest upon the expiry of the time limits fixed in Articles 4 and 5 above for the filing of these documents.

Article 11

Rules governing the proceedings.
The rules governing the proceedings before the arbitrator shall be those resulting from these Rules and, where these Rules are silent, any rules which the parties (or, failing them, the arbitrator) may settle, and whether or not reference is thereby made to a municipal procedural law to be applied to the arbitration.

Article 12

Place of arbitration.
The place of arbitration shall be fixed by the Court, unless agreed upon by the parties.

Article 13

Terms of reference.
Before proceeding with the preparation of the case, the arbitrator shall draw up, on the basis of the documents or in the presence of the parties and in the light of their most recent submissions, a document defining his Terms of Reference. This document
shall include the following particulars:

a) the full names and description of the parties,
b) the addresses of the parties to which notifications or communications arising in the course of the arbitration may validly be made,
c) a summary of the parties' respective claims,
d) definition of the issues to be determined,
e) the arbitrator's full name, description and address,
f) the place of arbitration,
g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitrator to act as amiable compositeur,
h) such other particulars as may be required to make the arbitral award enforceable in law, or may be regarded as helpful by the Court of Arbitration or the arbitrator.

The arbitrator shall assume the powers of an amiable compositeur if the parties are agreed to give him such powers.

In all cases the arbitrator shall take account of the provisions of the contract and the relevant trade usages.

Article 14

The arbitral proceedings.

The arbitrator shall proceed within as short a time as possible to establish the facts of the case by all appropriate means. After study of the written submissions of the parties and of all documents relied upon, the arbitrator shall hear the parties together in person if one of them so requests; and failing such a request he may of his own motion decide to hear them.

In addition, the arbitrator may decide to hear any other person in the presence of the parties or in their absence provided they have been duly summoned.

The arbitrator may appoint one or more experts, define their terms of reference, receive their reports and/or hear them in person.

The arbitrator may decide the case on the relevant documents alone if the parties so request or agree.

Article 15

At the request of one of the parties or if necessary on his own initiative, the arbitrator, giving reasonable notice, shall summon the parties to appear before him on the day and at the place appointed by him and shall so inform the Secretariat of the Court.

If one of the parties, although duly summoned, fails to appear, the arbitrator, if he is satisfied that the summons was duly received and the party is absent without valid excuse, shall have power to proceed with the arbitration, and such proceedings shall be deemed to have been conducted in the presence of all parties.
3 The arbitrator shall determine the language or languages of the arbitration, due regard being paid to all the relevant circumstances and in particular to the language of the contract.

4 The arbitrator shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitrator and of the parties, persons not involved in the proceedings shall not be admitted.

5 The parties may appear in person or through duly accredited agents. In addition, they may be assisted by advisers.

**Article 16**

The parties may make new claims or counter-claims before the arbitrator on condition that these remain within the limits fixed by the Terms of Reference provided for in Article 13 or that they are specified in a rider to that document, signed by the parties and communicated to the Court.

**Article 17**

**Award by consent.**

If the parties reach a settlement after the file has been transmitted to the arbitrator in accordance with Article 10, the same shall be recorded in the form of an arbitral award made by consent of the parties.

**Article 18**

**Time-limit for awards.**

1 The arbitrator shall make his award within six months of the date of signing the document mentioned in Article 13.

2 The Court may, in exceptional circumstances and pursuant to a reasoned request from the arbitrator, or if need be on its own initiative extend this time limit if it decides that it is necessary so to do.

3 Where no such extension is granted and, if appropriate, after application of the provisions of Article 2 (8), the Court shall determine the manner in which the dispute is to be resolved.

**Article 19**

**Awards by three arbitrators.**

When three arbitrators have been appointed, the award is given by a majority decision. If there be no majority, the award shall be made by the Chairman of the arbitral tribunal alone.

**Article 20**

**Decision as to costs of arbitration.**

The arbitrator’s award shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties shall bear the costs or in what proportions the costs shall be borne by the parties.

2 The costs of the arbitration shall include the arbitrator’s fees and the administrative costs fixed by the Court in accordance with the scale annexed to the present Rules, the expenses, if any, of the arbitrator, the fees and expenses of any experts, and the normal legal costs incurred by the parties.

3 The Court may fix the arbitrator’s fees at a figure higher or lower than that which would result from the application of the annexed scale if in the exceptional circumstances of the case this appears to be necessary.

**Article 21**

**Scrutiny of award by the Court.**

Before signing an award, whether partial or definitive, the arbitrator shall submit it in draft form to the Court. The Court may lay down modifications as to the form of the award and, without affecting the arbitrator’s liberty of decision, may also draw his attention to points of substance. No award shall be signed until it has been approved by the Court as to its form.

**Article 22**

**Making of award.**

The arbitral award shall be deemed to be made at the place of the arbitration pro-
ceedings and on the date when it is signed by the arbitrator.

Article 23
Notification of award to parties.

1. Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitrator; provided always that the costs of the arbitration have been fully paid to the International Chamber of Commerce by the parties or by one of them.

2. Additional copies certified true by the Secretary-General of the Court shall be made available, on request and at any time, to the parties but to no one else.

3. By virtue of the notification made in accordance with paragraph 1 of this article, the parties waive any other form of notification or deposit on the part of the arbitrator.

Article 24
Finality and enforceability of award.

1. The arbitral award shall be final.

2. By submitting the dispute to arbitration by the International Chamber of Commerce, the parties shall be deemed to have undertaken to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.

Article 25
Deposit of award.

An original of each award made in accordance with the present Rules shall be deposited with the Secretariat of the Court.

The arbitrator and the Secretariat of the Court shall assist the parties in complying with whatever further formalities may be necessary.

Article 26
General rule.

In all matters not expressly provided for in these Rules, the Court of Arbitration and the arbitrator shall act in the spirit of these Rules and shall make every effort to make sure that the award is enforceable at law.

Appendix I
Statutes of the Court

Article 1
Appointment of members.

The members of the Court of Arbitration of the International Chamber of Commerce are appointed for a term of two years by the Council of that Chamber pursuant to Article III, § 3 of the Constitution, on the proposal of each National Committee.

Article 2
Composition.

The Court of Arbitration shall be composed of a Chairman, of five Vice-Chairmen, of a Secretary General and of one or several Technical Advisers chosen by the Council of the International Chamber of Commerce either from among the members of the Court or apart from them, and of one member for, and appointed by, each National Committee.

The chairmanship may be exercised by two Co-Chairmen, in this case, they shall have equal rights, and the expression "the Chairman", used in the Rules of Conciliation and Arbitration, shall apply to either of them equally.

When a member of the Court does not reside in the city where International Headquarters of the International Chamber of Commerce is situated, the Council may appoint an alternate member.

If the Chairman is unable to attend a session of the Court, he shall be replaced by one of the Vice-Chairmen.

Article 3
Function and powers.

The function of the Court of Arbitration is to ensure the application of the Rules of Conciliation and Arbitration of the International Chamber of Commerce and the Court has all the necessary powers for that purpose. It is further entrusted, if need be, with laying before the Commission on International Commercial Arbitration any proposals for modifying the Rules of Conciliation and Arbitration of the International Chamber of Commerce which it considers necessary.

Article 4
Deliberations and Quorum.

The decisions of the Court shall be taken by a majority vote, the Chairman having a casting vote in the event of a tie.
The deliberations of the Court shall be valid when at least six members are present.
The Secretary General of the International Chamber of Commerce, the Secretary General of the Court and the Technical Adviser or Advisers shall attend in an advisory capacity only.

Appendix II
Schedule of Conciliation and Arbitration Costs
(in force as from 1st January 1972)

1 Registration Fee.
Each party to a dispute submitted to the ICC for conciliation and arbitration shall be liable for a registration fee of US $ 50 and no application will be entertained unless accompanied by this deposit. The registration fee shall also be payable by each party if the ICC is called upon to appoint an arbitrator or arbitrators outside the procedure of its Court of Arbitration. The registration fee is not recoverable and becomes the property of the ICC.

2 Costs of Conciliation.
Before a case is considered by the Conciliation Committee, each party shall contribute to the cost of the conciliation procedure by paying half the costs to be calculated in accordance with the table of administrative charges hereinafter set out. Where the sum in dispute in any such case is not stated, the Secretariat shall fix the costs.

3 Costs of Arbitration.
a) The costs of arbitration comprise the fee of the arbitrator (or arbitrators) and the administrative charge, and may furthermore include personal expenses of the arbitrator(s) and the cost of any expertise as well as similar expenses.
b) Before a case (or counterclaim) can be submitted to the arbitrator(s), the parties, or, failing this, the claimant (or counterclaimant, as the case may be), shall pay a deposit covering the fee of the arbitrator(s) and the administrative charge (fixed in accordance with the table hereinafter set out). c) The Court shall fix the fee of the arbitrator(s) in accordance with the table hereinafter set out or, where the sum in dispute is not stated, at its discretion.
d) When a case is submitted to more than one arbitrator, the Court, at its discretion, shall have the right to increase the fee up to a maximum of three times the fee payable to one arbitrator.
e) When arbitration is preceded by attempted conciliation, half of the administrative charge paid in respect of the said attempt shall be credited to the administrative charge of the arbitration.
f) Before any expertise can be commenced, the parties, or one of them, shall pay a deposit sufficient to cover the expected fee and expenses as determined by the arbitrator(s).
g) If a case, not preceded by attempted conciliation, is withdrawn before it reaches the arbitrator(s), any deposit made shall be returned to the parties, after deduction of a sum equal to half the administrative charge.

4 Scale of Administrative Charge and Fees.
To calculate the administrative charge and the fee the percentages applied to each successive slice of the sum in dispute are to be added together.
a) Administrative charge

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<th>Sum in dispute (in US dollars)</th>
<th>Administrative charge (*) in %</th>
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<tr>
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b) Arbitrator’s fees

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<td>Over 100,000,000</td>
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</tbody>
</table>

(*) See paras. no 2, 3 (b), 3 (e), 3 (g)
(**) See paras. no 3 (c), 3 (d)
APPENDIX 6

HKIAC Procedural Rules 2018
2018 HKIAC ADMINISTERED ARBITRATION RULES
HONG KONG INTERNATIONAL ARBITRATION CENTRE
ADMINISTERED ARBITRATION RULES
2018

Introduction
These Rules have been adopted by the Council of the Hong Kong International Arbitration Centre (HKIAC) for use by parties who seek the procedural flexibility and cost-effectiveness of an arbitration administered by HKIAC.

Application
These Rules may be adopted in a written agreement at any time before or after a dispute has arisen, and may be adopted for use in both domestic and international arbitrations commenced under a contract or treaty. Provisions regarding the scope of application of these Rules are set out in Article 1.

Effectiveness
These Rules have been adopted to take effect from 1 November 2018.

Suggested Clauses
1. The following model clause may be adopted by the parties to a contract who wish to refer any future disputes to arbitration in accordance with these Rules:

   “Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

   * The law of this arbitration clause shall be ... (Hong Kong law).

   The seat of arbitration shall be ... (Hong Kong).

   ** The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language).”
Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identities of the parties to the arbitration clause. It does not replace the law governing the substantive contract.

** Optional

2. Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration under the HKIAC Administered Arbitration Rules, may agree to do so in the following terms:

“We, the undersigned, agree to refer to arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

The law of this arbitration agreement shall be ... (Hong Kong law).

The seat of arbitration shall be ... (Hong Kong).

** The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language).

Signed: ________________ (Claimant)
Signed: ________________ (Respondent)
Date: ________________

Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration agreement potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration agreement and identities of the parties to the arbitration agreement. It does not replace the law governing the substantive contract.

** Optional
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SECTION I. GENERAL RULES

Article 1 – Scope of Application

1.1 These Rules shall govern arbitrations where an arbitration agreement (whether entered into before or after a dispute has arisen) either: (a) provides for these Rules to apply; or (b) subject to Articles 1.3 and 1.4 below, provides for arbitration “administered by HKIAC” or words to similar effect.

1.2 By agreeing to arbitration in accordance with Article 1.1, the parties accept that the arbitration shall be administered by HKIAC.

1.3 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming HKIAC as appointing authority, or from requesting certain administrative services from HKIAC, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by HKIAC from time to time.

1.4 Subject to Article 1.5, these Rules shall come into force on 1 November 2013 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date.

1.5 Unless otherwise agreed by the parties: (a) Article 43 and paragraphs 1(a) and 21 of Schedule 4 shall not apply if the arbitration agreement was concluded before the date on which these Rules came into force; and (b) Articles 23.1, 23, 29 and Schedule 4 shall not apply if the arbitration agreement was concluded before 1 November 2013.

Article 2 – Interpretation of Rules

2.1 HKIAC shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by HKIAC, the arbitral tribunal’s interpretation shall prevail.
2.2 HKIAC has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. Unless otherwise determined by HKIAC, all decisions made by HKIAC under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.

2.3 Where the parties have designated an HKIAC body or person to perform a function that is delegated to HKIAC under the Rules, that function shall be performed by HKIAC.

2.4 References to "HKIAC" are to the Council of HKIAC or any other body or person designated by it to perform the functions referred to herein, or, where applicable, to the Secretary-General of HKIAC and other staff members of the Secretariat of HKIAC.

2.5 References to "Claimant" include one or more claimants.

2.6 References to "Respondent" include one or more respondents.

2.7 References to "additional party" include one or more additional parties and references to "party" or "parties" include Claimant, Respondent and/or an additional party.

2.8 References to the "arbitral tribunal" include one or more arbitrators. Except in Schedule 2, such references do not include an emergency arbitrator.

2.9 References to "witness" include one or more witnesses and references to "expert" include one or more experts.

2.10 References to "claim" or "counterclaim" include any claim or claims by any party against any other party. References to "defence" include any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off or cross-claim.

2.11 References to "arbitration agreement" include one or more arbitration agreements.

2.12 References to "language" include one or more languages.

2.13 References to "award" include, inter alia, an interim, interlocutory, partial or final award, save for any award made by an emergency arbitrator.
2.14 References to the "seat" of arbitration mean the place of arbitration as defined in Article 20.1 of the UNCITRAL Model Law on International Commercial Arbitration.

2.15 References to "written communications" include all notifications, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged in the arbitration.

2.16 References to "communication" mean delivery, transmission or notification of a written communication by hand, registered post, courier service, facsimile, email or other means of telecommunication that provides a record of transmission.

2.17 These Rules include all Schedules attached thereto, as amended from time to time by HKIAC, in force on the date the Notice of Arbitration is submitted.

2.18 HKIAC may from time to time issue practice notes and guidelines to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

2.19 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.

Article 3 – Written Communications and Calculation of Time Limits

3.1 Any written communication pursuant to these Rules shall be deemed to be received by a party, arbitrator, emergency arbitrator or HKIAC if:

(a) communicated to the address, facsimile number and/or email address communicated by the addressee or its representative in the arbitration; or

(b) in the absence of (a), communicated to the address, facsimile number and/or email address specified in any applicable agreement between the parties; or

(c) in the absence of (a) and (b), communicated to any address, facsimile number and/or email address which the addressee holds out to the world at the time of such communication; or
(d) in the absence of (a), (b) and (c), communicated to any last known address, facsimile number and/or email address of the addressee; or

(e) uploaded to any secured online repository that the parties have agreed to use.

3.2 If, after reasonable efforts, communication cannot be effected in accordance with Article 3.1, a written communication is deemed to have been received if it is sent to the addressee's last-known address, facsimile number and/or email address by means that provides a record of attempted communication.

3.3 Any written communication shall be deemed received on the earliest day when it is communicated pursuant to paragraph 3.1(a) to (d), uploaded pursuant to paragraph 3.1(e), or attempted to be communicated pursuant to Article 3.2. For this purpose, the date shall be determined according to the local time at the place of receiving such written communication or a notice of the upload pursuant to paragraph 3.1(e).

3.4 Where a written communication is being communicated to more than one party, or more than one arbitrator, such written communication shall be deemed received when it is communicated pursuant to Article 3.1(a) to (d), or attempted to be communicated pursuant to Article 3.2, to the last intended recipient, or when a notice that such written communication has been uploaded pursuant to Article 3.1(e) is communicated to the last intended recipient.

3.5 Time limits under these Rules shall begin to run on the day following the day when any written communication is received or deemed received. If the last day of the time limit is an official holiday or a non-business day at the place of receipt, the time limit shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the time limit shall be included in calculating the time limit.

3.6 If the circumstances of the case so justify, HKIAC may amend the time limits provided for in these Rules, as well as any time limits that it has set, whether any such time limits have expired. HKIAC shall not amend any time limits agreed by the parties or set by the arbitral tribunal or emergency arbitrator unless the parties agree or the arbitral tribunal or emergency arbitrator directs otherwise.
SECTION II. COMMENCEMENT OF THE ARBITRATION

Article 4 – Notice of Arbitration

4.1 The party initiating arbitration (the "Claimant") shall communicate a Notice of Arbitration to HKIAC and the other party (the "Respondent").

4.2 An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC. For the avoidance of doubt, this date shall be determined in accordance with the provisions of Articles 3.1 to 3.5.

4.3 The Notice of Arbitration shall include the following:

(a) a request that the dispute be referred to arbitration;

(b) the names and (in so far as known) the addresses, facsimile numbers and/or email addresses of the parties and of their representatives;

(c) a copy of the arbitration agreement invoked;

(d) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises, or reference thereto;

(e) a description of the general nature of the claim and an indication of the amount involved, if any;

(f) the relief or remedy sought;

(g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;

(h) the Claimant’s proposal and any comments regarding the designation of a sole arbitrator under Article 7, or the Claimant’s designation of an arbitrator under Article 8;

(i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 44; and
(1) confirmation that copies of the Notice of Arbitration and any supporting materials included with it have been or are being communicated simultaneously to the Respondent by one or more means of service to be identified in such confirmation.

4.4 The Notice of Arbitration shall be accompanied by payment to HKIAC of the Registration Fee as required by Schedule 1.

4.5 The Notice of Arbitration may include the Statement of Claim.

4.6 If the Notice of Arbitration does not comply with these Rules or if the Registration Fee is not paid, HKIAC may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Article 4.2 on the date the initial version was received by HKIAC. If the Claimant fails to comply, the arbitration shall be deemed not to have commenced under Article 4.2 without prejudice to the Claimant’s right to submit the same claim at a later date in a subsequent Notice of Arbitration.

4.7 Where an amendment is made to the Notice of Arbitration prior to the constitution of the arbitral tribunal, HKIAC has discretion to determine whether and to what extent such amendment affects other time limits under the Rules.

4.8 The Claimant shall notify, and lodge documentary verification with, HKIAC of the date the Respondent receives the Notice of Arbitration and any supporting materials included with it.

Article 5 – Answer to the Notice of Arbitration

5.1 Within 30 days from receipt of the Notice of Arbitration, the Respondent shall communicate an Answer to the Notice of Arbitration to HKIAC and the Claimant. The Answer to the Notice of Arbitration shall include the following:
(a) the name, address, facsimile number, and/or email address of the Respondent and of its representatives (if different from the description contained in the Notice of Arbitration);

(b) any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;

(c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e);

(d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);

(e) the Respondent's proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;

(f) the Respondent's proposal and any comments regarding the designation of a sole arbitrator under Article 7 or the Respondent's designation of an arbitrator under Article 8;

(g) the existence of any funding agreement and the identity of any third party funder pursuant to Article 44; and

(h) confirmation that copies of the Answer to the Notice of Arbitration and any supporting materials included with it have been or are being communicated simultaneously to all other parties to the arbitration by one or more means of service to be identified in such confirmation.

5.2 The Answer to the Notice of Arbitration may also include the Statement of Defence, if the Notice of Arbitration contained the Statement of Claim.

5.3 Any counterclaim, set-off defence or cross-claim shall, to the extent possible, be raised with the Respondent's Answer to the Notice of Arbitration, which should include in relation to any such counterclaim, set-off defence or cross-claim:

(a) a copy of the contract(s) or other legal instrument(s) out of or in relation to which it arises, or reference thereto;
(b) a description of the general nature of the counterclaim, set-off defence and/or cross-claim, and an indication of the amount involved, if any; and

(c) the relief or remedy sought.

5.4 HKIAC shall transmit the case file to the arbitral tribunal as soon as it has been constituted, provided that any deposit requested by HKIAC has been paid, unless HKIAC determines otherwise.
SECTION III. THE ARBITRAL TRIBUNAL

Article 6 – Number of Arbitrators

6.1 If the parties have not agreed upon the number of arbitrators before the arbitration commences or within 30 days from the date the Notice of Arbitration is received by the Respondent, HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the circumstances of the case.

6.2 Where a case is conducted under an Expedited Procedure in accordance with Article 42, the provisions of Article 42.2(a) and (b) shall apply.

Article 7 – Appointment of a Sole Arbitrator

7.1 Unless the parties have agreed otherwise:

(a) where the parties have agreed before the arbitration commences that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within 30 days from the date the Notice of Arbitration was received by the Respondent.

(b) where the parties have agreed after the arbitration commences to refer the dispute to a sole arbitrator, they shall jointly designate the sole arbitrator within 15 days from the date of that agreement.

(c) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to a sole arbitrator, the parties shall jointly designate the sole arbitrator within 15 days from the date HKIAC’s decision was received by the last of them.

7.2 If the parties fail to designate the sole arbitrator within the applicable time limit, HKIAC shall appoint the sole arbitrator.
7.3 Where the parties have agreed on a different procedure for designating the sole arbitrator and such procedure does not result in a designation within a time limit agreed by the parties or set by HKIAC, HKIAC shall appoint the sole arbitrator.

Article 8 – Appointment of Three Arbitrators

8.1 Where a dispute between two parties is referred to three arbitrators, the arbitral tribunal shall be constituted as follows, unless the parties have agreed otherwise:

(a) where the parties have agreed before the arbitration commences that the dispute shall be referred to three arbitrators, each party shall designate in the Notice of Arbitration and the Answer to the Notice of Arbitration, respectively, one arbitrator. If either party fails to designate an arbitrator, HKIAC shall appoint the arbitrator.

(b) where the parties have agreed after the arbitration commences to refer the dispute to three arbitrators, the Claimant shall designate an arbitrator within 15 days from the date of that agreement, and the Respondent shall designate an arbitrator within 15 days from receiving notice of the Claimant’s designation. If a party fails to designate an arbitrator, HKIAC shall appoint the arbitrator.

(c) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to three arbitrators, the Claimant shall designate an arbitrator within 15 days from receipt of HKIAC’s decision, and the Respondent shall designate an arbitrator within 15 days from receiving notice of the Claimant’s designation. If a party fails to designate an arbitrator, HKIAC shall appoint the arbitrator.

(d) the two arbitrators so appointed shall designate a third arbitrator, who shall act as the presiding arbitrator. Failing such designation within 30 days from the confirmation or appointment of the second arbitrator, HKIAC shall appoint the presiding arbitrator.
3.2 Where there are more than two parties to the arbitration and the dispute is to be referred to three arbitrators, the arbitral tribunal shall be constituted as follows, unless the parties have agreed otherwise:

(a) the Claimant or group of Claimants shall designate an arbitrator and the Respondent or group of Respondents shall designate an arbitrator in accordance with the procedure in Article 3.1(a), (b) or (c), as applicable;

(b) if the parties have designated arbitrators in accordance with Article 3.2(a), the procedure in Article 3.1(d) shall apply to the designation of the presiding arbitrator;

(c) in the event of any failure to designate arbitrators under Article 3.2(a) or if the parties do not all agree that they represent two separate sides (as Claimant and Respondent respectively) for the purposes of designating arbitrators, HKIAC may appoint all members of the arbitral tribunal with or without regard to any party’s designation.

3.3 Where the parties have agreed on a different procedure for designating three arbitrators and such procedure does not result in the designation of an arbitrator within a time limit agreed by the parties or set by HKIAC, HKIAC shall appoint the arbitrator.

Article 9 – Confirmation of the Arbitral Tribunal

9.1 All designations of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by HKIAC, upon which the appointments shall become effective.

9.2 Where the parties have agreed that an arbitrator is to be appointed by one or more of the parties or by the arbitrators already confirmed or appointed, that agreement shall be deemed an agreement to designate an arbitrator under the Rules.

9.3 The designation of an arbitrator shall be confirmed taking into account any agreement by the parties as to an arbitrator’s qualifications, any information provided under Article 11.4, and in accordance with Article 10.
Article 10 – Fees and Expenses of the Arbitral Tribunal

10.1 The fees and expenses of the arbitral tribunal shall be determined according to either:

(a) an hourly rate in accordance with Schedule 2; or

(b) the schedule of fees based on the sum in dispute in accordance with Schedule 3.

The parties shall agree the method for determining the fees and expenses of the arbitral tribunal, and shall inform HKIAC of the applicable method within 30 days of the date on which the Respondent receives the Notice of Arbitration. If the parties fail to agree on the applicable method, the arbitral tribunal’s fees and expenses shall be determined in accordance with Schedule 2.

10.2 Where the fees of the arbitral tribunal are to be determined in accordance with Schedule 2,

(a) the applicable rate for each co-arbitrator shall be the rate agreed between that co-arbitrator and the designating party;

(b) the applicable rate for a sole or presiding arbitrator designated by the parties or the co-arbitrators, as applicable, shall be the rate agreed between that arbitrator and the parties,

subject to paragraphs 9.3 to 9.5 of Schedule 2. Where the rate of an arbitrator is not agreed in accordance with Article 10.2(a) or (b), or where HKIAC appoints an arbitrator, HKIAC shall determine the rate of that arbitrator.

10.3 Where the fees of the arbitral tribunal are determined in accordance with Schedule 3, HKIAC shall fix the fees in accordance with that Schedule and the following rules:

(a) the fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitral tribunal and any secretary appointed under Article 13.4, and any other circumstances of the case, including, but not limited to, the discontinuation of the arbitration in case of settlement or for any other reason;
(b) where a case is referred to three arbitrators, HKIAC, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a sole arbitrator;

(c) the arbitral tribunal's fees may exceed the amounts calculated in accordance with Schedule 3 where, in the opinion of HKIAC, there are exceptional circumstances, which include, but are not limited to, the parties conducting the arbitration in a manner not reasonably contemplated at the time when the arbitral tribunal was constituted.

Article 11 – Qualifications and Challenge of the Arbitral Tribunal

11.1 An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.

11.2 Subject to Article 11.3, as a general rule, where the parties to an arbitration under these Rules are of different nationalities, a sole or presiding arbitrator shall not have the same nationality as any party unless specifically agreed otherwise by all parties.

11.3 Notwithstanding the general rule in Article 11.2, in appropriate circumstances and provided that none of the parties objects within a time limit set by HKIAC, a sole or presiding arbitrator may be of the same nationality as any of the parties.

11.4 Before confirmation or appointment, a prospective arbitrator shall (a) sign a statement confirming his or her availability to decide the dispute and his or her impartiality and independence; and (b) disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

An arbitrator, once confirmed or appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.
11.5  No party or its representatives shall have any ex parte communication relating to the arbitration with any arbitrator, or with any candidate to be designated as arbitrator by a party, except to advise the candidate of the general nature of the dispute, to discuss the candidate's qualifications, availability, impartiality or independence, or to discuss the suitability of candidates for the designation of a third arbitrator where the parties or party-designated arbitrators are to designate that arbitrator. No party or its representatives shall have any ex parte communication relating to the arbitration with any candidate for the presiding arbitrator.

11.6  Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay. A party may challenge the arbitrator designated by it or in whose appointment it has participated only for reasons of which it becomes aware after the designation has been made.

11.7  A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation or appointment of that arbitrator has been communicated to the challenging party or within 15 days after that party became aware of the circumstances mentioned in Article 11.6.

11.8  The notice of challenge shall be communicated to HKIAC, all other parties, the challenged arbitrator and any other members of the arbitral tribunal. The notice of challenge shall state the reasons for the challenge.

11.9  Unless the arbitrator being challenged resigns or the non-challenging party agrees to the challenge within 15 days from receiving the notice of challenge, HKIAC shall decide on the challenge. Pending the determination of the challenge, the arbitral tribunal (including the challenged arbitrator) may continue the arbitration.

11.10 If an arbitrator resigns or a party agrees to a challenge under Article 11.9, no acceptance of the validity of any ground referred to in Article 11.6 shall be implied.
Article 12 – Replacement of an Arbitrator

12.1 Subject to Articles 12.2, 27.13 and 28.8, where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed pursuant to the rules that were applicable to the appointment of the arbitrator being replaced. These rules shall apply even if, during the process of appointing the arbitrator being replaced, a party had failed to exercise its right to designate or to participate in the appointment.

12.2 If, at the request of a party, HKIAC determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to designate a substitute arbitrator, HKIAC may, after giving an opportunity to the parties and the remaining arbitrators to express their views:

(a) appoint the substitute arbitrator; or

(b) authorise the other arbitrators to proceed with the arbitration and make any decision or award.

12.3 If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.
SECTION IV. CONDUCT OF ARBITRATION

Article 13 – General Provisions

13.1 Subject to these Rules, the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary delay or expense, having regard to the complexity of the issues, the amount in dispute and the effective use of technology, and provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case.

13.2 At an early stage of the arbitration and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitration, which shall be provided to the parties and HKIAC.

13.3 Subject to Article 11.5, all written communications between any party and the arbitral tribunal shall be communicated to all other parties and HKIAC.

13.4 The arbitral tribunal may, after consulting with the parties, appoint a secretary. The secretary shall remain at all times impartial and independent of the parties and shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence prior to his or her appointment. A secretary, once appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.

13.5 The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.

13.6 The parties may be represented by persons of their choice, subject to Article 13.5. The names, addresses, facsimile numbers and/or email addresses of party representatives shall be communicated to all other parties, HKIAC, any emergency arbitrator, and the arbitral tribunal once constituted. The arbitral tribunal, emergency arbitrator or HKIAC may require proof of authority of any party representatives.
13.7 After the arbitral tribunal is constituted, any change or addition by a party to its legal representatives shall be communicated promptly to all other parties, the arbitral tribunal and HKIAC.

13.8 Where the parties agree to pursue other means of settling their dispute after the arbitration commences, HKIAC, the arbitral tribunal or emergency arbitrator may, at the request of any party, suspend the arbitration or Emergency Arbitrator Procedure, as applicable, on such terms as it considers appropriate. The arbitration or Emergency Arbitrator Procedure shall resume at the request of any party to HKIAC, the arbitral tribunal or emergency arbitrator.

13.9 In all matters not expressly provided for in these Rules, HKIAC, the arbitral tribunal, emergency arbitrator and the parties shall act in the spirit of these Rules.

13.10 The arbitral tribunal or emergency arbitrator shall make every reasonable effort to ensure that an award is valid.

Article 14 – Seat and Venue of the Arbitration

14.1 The parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.

14.2 Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat.

Article 15 – Language

15.1 The arbitration shall be conducted in the language of the arbitration. Where the parties have not previously agreed on such language, any party shall communicate in English or Chinese prior to any determination by the arbitral tribunal under Article 15.2.
15.2 Subject to agreement by the parties, the arbitral tribunal shall, promptly after its constitution, determine the language of the arbitration. This determination shall apply to all written communications and the language to be used in any hearing.

15.3 The arbitral tribunal may order that any supporting materials submitted in their original language shall be accompanied by a translation, in whole or in part, into the language of the arbitration as agreed by the parties or determined by the arbitral tribunal.

Article 16 – Statement of Claim

16.1 Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim), the Claimant shall communicate its Statement of Claim to all other parties and to the arbitral tribunal within a time limit to be determined by the arbitral tribunal.

16.2 The Statement of Claim shall include the following particulars:

(a) a statement of the facts supporting the claim;
(b) the points at issue;
(c) the legal arguments supporting the claim; and
(d) the relief or remedy sought.

16.3 The Claimant shall annex to its Statement of Claim all supporting materials on which it relies.

16.4 The arbitral tribunal may vary any of the requirements in Article 16 as it deems appropriate.

Article 17 – Statement of Defence

17.1 Unless the Statement of Defence was contained in the Answer to the Notice of Arbitration (or the Respondent elects to treat the Answer to the Notice of Arbitration as the Statement of Defence), the Respondent shall communicate its Statement of Defence to all other parties and to the arbitral tribunal within a time limit to be determined by the arbitral tribunal.
17.2 The Statement of Defence shall reply to the particulars of the Statement of Claim (set out in Article 16.2(a) to (c)). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection.

17.3 Where there is a counterclaim, set-off defence or cross-claim, the Statement of Defence shall also include the following particulars:

(a) a statement of the facts supporting the counterclaim, set-off defence or cross-claim;

(b) the points at issue;

(c) the legal arguments supporting the counterclaim, set-off defence or cross-claim; and

(d) the relief or remedy sought.

17.4 The Respondent shall annex to its Statement of Defence all supporting materials on which it relies.

17.5 The arbitral tribunal may vary any of the requirements in Article 17 as it deems appropriate.

**Article 18 – Amendments to the Claim or Defence**

18.1 During the course of the arbitration, a party may amend or supplement its claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal.

18.2 HKIAC may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) if a party amends its claim or defence.

**Article 19 – Jurisdiction of the Arbitral Tribunal**

19.1 The arbitral tribunal may rule on its own jurisdiction under these Rules, including any objections with respect to the existence, validity or scope of the arbitration agreement.
19.2 The arbitral tribunal shall have the power to determine the existence or validity of any contract of which an arbitration agreement forms a part. For the purposes of Article 19, an arbitration agreement which forms part of a contract, and which provides for arbitration under these Rules, shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not necessarily entail the invalidity of the arbitration agreement.

19.3 A plea that the arbitral tribunal does not have jurisdiction shall be raised if possible in the Answer to the Notice of Arbitration, and shall be raised no later than in the Statement of Defence, or, with respect to a counterclaim, in the Defence to the Counterclaim. A party is not precluded from raising such a plea by the fact that it has designated or appointed, or participated in the designation or appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

19.4 Subject to Article 19.5, if a question arises as to:

(a) the existence, validity or scope of the arbitration agreement; or

(b) whether all of the claims have been properly made in a single arbitration pursuant to Article 29; or

(c) the competence of HKIAC to administer an arbitration;

before the constitution of the arbitral tribunal, the arbitration shall proceed and any such question shall be decided by the arbitral tribunal once constituted.

19.5 The arbitration shall proceed only if and to the extent that HKIAC is satisfied, prima facie, that an arbitration agreement under the Rules may exist or the arbitration has been properly commenced under Article 29. Any question as to the jurisdiction of the arbitral tribunal shall be decided by the arbitral tribunal once constituted, pursuant to Article 19.1.
19.6 HKIAC's decision pursuant to Article 19.5 is without prejudice to the admissibility or merits of any party's claim or defence.

Article 20 – Further Written Statements

The arbitral tribunal shall decide which further written statements, if any, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties and shall set the time limits for communicating such statements.

Article 21 – Time Limits

21.1 The time limits set by the arbitral tribunal for the communication of written statements should not exceed 45 days, unless the arbitral tribunal considers otherwise.

21.2 The arbitral tribunal may, even in circumstances where the relevant time limit has expired, extend time limits where it concludes that an extension is justified.

Article 22 – Evidence and Hearings

22.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.

22.2 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.

22.3 At any time during the arbitration, the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.
22.4 The arbitral tribunal shall decide whether to hold hearings for presenting evidence or for oral arguments, or whether the arbitration shall be conducted solely on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party or if it considers fit. In the event of a hearing, the arbitral tribunal shall give the parties adequate advance notice of the relevant date, time and place.

22.5 The arbitral tribunal may determine the manner in which a witness or expert is examined.

22.6 The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary in the circumstances of the case.

22.7 Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require any witness or expert to leave the hearing room at any time during the hearing.

Article 23 – Interim Measures of Protection and Emergency Relief

23.1 A party may apply for urgent interim or conservatory relief ("Emergency Relief") prior to the constitution of the arbitral tribunal pursuant to Schedule 4.

23.2 At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.

23.3 An interim measure, whether in the form of an order or award or in another form, is any temporary measure ordered by the arbitral tribunal at any time before it issues the award by which the dispute is finally decided, that a party, for example and without limitation:

(a) maintain or restore the status quo pending determination of the dispute; or

(b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; or
(c) provide a means of preserving assets out of which a subsequent award may be satisfied; or

(d) preserve evidence that may be relevant and material to the resolution of the dispute.

23.4 When deciding a party’s request for an interim measure under Article 23.2, the arbitral tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to:

(a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

(b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

23.5 The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal’s own initiative.

23.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

23.7 The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted.

23.8 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the arbitration.

23.9 A request for interim measures addressed by any party to a competent authority shall not be deemed incompatible with the arbitration agreement, or as a waiver thereof.
Article 24 – Security for Costs

The arbitral tribunal may make an order requiring a party to provide security for the costs of the arbitration.

Article 25 – Tribunal-Appointed Experts

25.1 To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the arbitral tribunal. After consulting with the parties, the arbitral tribunal shall establish terms of reference for the expert, and shall communicate a copy of the expert’s terms of reference to the parties and HKIAC.

25.2 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

25.3 Upon receipt of the expert’s report, the arbitral tribunal shall send a copy of the report to the parties who shall be given the opportunity to express their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.

25.4 At the request of either party, the expert, after delivering the report, shall attend a hearing at which the parties shall have the opportunity to be present and to examine the expert. At this hearing either party may present experts in order to testify on the points at issue. The provisions of Articles 22.2 to 22.7 shall be applicable to such proceedings.

25.5 The provisions of Article 11 shall apply by analogy to any expert appointed by the arbitral tribunal.
Article 26 – Default

26.1 If, within the time limit set by the arbitral tribunal, the Claimant has failed to communicate its written statement without showing sufficient cause for such failure, the arbitral tribunal may terminate the arbitration unless another party has brought a claim and wishes the arbitration to continue, in which case the tribunal may proceed with the arbitration in respect of the other party's claim.

26.2 If, within the time limit set by the arbitral tribunal, the Respondent has failed to communicate its written statement without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

26.3 If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and make an award on the basis of the evidence before it.

Article 27 – Joinder of Additional Parties

27.1 The arbitral tribunal or, where the arbitral tribunal is not yet constituted, HKIAC shall have the power to allow an additional party to be joined to the arbitration provided that:

(a) prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29; or

(b) all parties, including the additional party, expressly agree.

27.2 Any decision pursuant to Article 27.1 is without prejudice to the arbitral tribunal's power to decide any question as to its jurisdiction arising from such decision.

27.3 Any Request for Joinder shall be raised no later than in the Statement of Defence, except in exceptional circumstances.
27.4 Before the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate a Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators.

27.5 After the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate a Request for Joinder to the arbitral tribunal, HKIAC and all other parties.

27.6 The Request for Joinder shall include the following:
(a) the case reference of the existing arbitration;
(b) the names and addresses, facsimile numbers and/or email addresses, if known, of each of the parties, including the additional party, their representatives and any arbitrators who have been confirmed or appointed in the arbitration;
(c) a request that the additional party be joined to the arbitration;
(d) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the request arises, or reference thereto;
(e) a statement of the facts supporting the request;
(f) the points at issue;
(g) the legal arguments supporting the request;
(h) any relief or remedy sought;
(i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 44; and
(j) confirmation that copies of the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.7 Within 15 days of receiving the Request for Joinder, the additional party shall communicate an Answer to the Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. The Answer to the Request for Joinder shall include the following:
(a) the name, address, facsimile number and/or email address of the additional party and its representatives (if different from the description contained in the Request for Joinder);

(b) any plea that the arbitral tribunal has been improperly constituted and/or lacks jurisdiction over the additional party;

(c) the additional party's comments on the particulars set forth in the Request for Joinder pursuant to Article 27.6(a) to (g);

(d) the additional party's answer to any relief or remedy sought in the Request for Joinder, pursuant to Article 27.6(h);

(e) details of any claims by the additional party against any other party to the arbitration;

(f) the existence of any funding agreement entered into by the additional party and the identity of any third party funder pursuant to Article 44; and

(g) confirmation that copies of the Answer to the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.8 HKIAC or the arbitral tribunal may vary any of the requirements in Article 27.6 and 27.7 as it deems appropriate.

27.9 An additional party wishing to be joined to the arbitration shall communicate a Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. The provisions of Article 27.6 shall apply to such Request for Joinder.

27.10 Within 15 days of receiving a Request for Joinder, the parties shall communicate their comments on the Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. Such comments may include (without limitation):

(a) any plea that the arbitral tribunal lacks jurisdiction over the additional party;
(b) comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.6(a) to (g);

(c) answer to any relief or remedy sought in the Request for Joinder pursuant to Article 27.6(h);

(d) details of any claims against the additional party; and

(e) confirmation that copies of the comments have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.11 Where an additional party is joined to the arbitration, the arbitration against that additional party shall be deemed to commence on the date on which HKIAC or the arbitral tribunal once constituted, received the Request for Joinder.

27.12 Where an additional party is joined to the arbitration, all parties to the arbitration shall be deemed to have waived their right to designate an arbitrator.

27.13 Where an additional party is joined to the arbitration before the arbitral tribunal is constituted, HKIAC may revoke any confirmation or appointment of an arbitrator, and shall appoint the arbitral tribunal with or without regard to any party’s designation.

27.14 The revocation of the confirmation or appointment of an arbitrator pursuant to Article 27.13 is without prejudice to:

(a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;

(b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable, and

(c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

27.15 HKIAC may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) after a Request for Joinder has been submitted.
Article 28 – Consolidation of Arbitrations

28.1 HKIAC shall have the power, at the request of a party and after consulting with the parties and any confirmed or appointed arbitrators, to consolidate two or more arbitrations pending under these Rules where:

(a) the parties agree to consolidate; or

(b) all of the claims in the arbitrations are made under the same arbitration agreement; or

(c) the claims are made under more than one arbitration agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the arbitration agreements are compatible.

28.2 Any party wishing to consolidate two or more arbitrations pursuant to Article 28.1 shall communicate a Request for Consolidation to HKIAC, all other parties and any confirmed or appointed arbitrators.

28.3 The Request for Consolidation shall include the following:

(a) the case references of the arbitrations pending under the Rules requested to be consolidated, where applicable;

(b) the names and addresses, facsimile numbers and/or email addresses of each of the parties to the arbitrations, their representatives and any arbitrators who have been confirmed or appointed in the arbitrations;

(c) a request that the arbitrations be consolidated;

(d) a copy of the arbitration agreement giving rise to the arbitrations;

(e) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the Request for Consolidation arises, or reference thereto;

(f) a description of the general nature of the claim and an indication of the amount involved, if any, in each of the arbitrations;
(g) a statement of the facts supporting the Request for Consolidation, including, where applicable, evidence of all parties’ written consent to consolidate the arbitrations;

(h) the points at issue;

(i) the legal arguments supporting the Request for Consolidation;

(j) details of any applicable mandatory provision affecting consolidation of arbitrations;

(k) comments on the constitution of the arbitral tribunal if the Request for Consolidation is granted, including whether to preserve the appointment of any arbitrators already designated or confirmed; and

(l) confirmation that copies of the Request for Consolidation and any supporting materials included with it have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

23.4 HKIAC may vary any of the requirements in Article 23.3 as it deems appropriate.

23.5 Where the non-requesting parties or any confirmed or appointed arbitrators are requested to provide comments on the Request for Consolidation, such comments may include (without limitation) the following particulars:

(a) comments on the particulars set forth in the Request for Consolidation pursuant to Article 23.3(a) to (j);

(b) responses to the comments made in the Request for Consolidation pursuant to Article 23.3(k); and

(c) confirmation that copies of the comments have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.
23.6 Where HKIAC decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or HKIAC decides otherwise taking into account the circumstances of the case. HKIAC shall communicate such decision to all parties and to any confirmed or appointed arbitrators in all arbitrations.

23.7 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a competent authority in support of the relevant arbitration before it was consolidated.

23.8 Where HKIAC decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator, and HKIAC may revoke any confirmation or appointment of an arbitrator. HKIAC shall appoint the arbitral tribunal in respect of the consolidated proceedings with or without regard to any party’s designation.

23.9 The revocation of the confirmation or appointment of an arbitrator pursuant to Article 23.8 is without prejudice to:

(a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;

(b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable; and

(c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

23.10 HKIAC may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) after a Request for Consolidation has been submitted.
Article 29 – Single Arbitration under Multiple Contracts

Claims arising out of or in connection with more than one contract may be made in a single arbitration, provided that:

(a) a common question of law or fact arises under each arbitration agreement giving rise to the arbitration; and

(b) the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions; and

(c) the arbitration agreements under which those claims are made are compatible.

Article 30 – Concurrent Proceedings

30.1 The arbitral tribunal may, after consulting with the parties, conduct two or more arbitrations under the Rules at the same time, or one immediately after another, or suspend any of those arbitrations until after the determination of any other of them, where:

(a) the same arbitral tribunal is constituted in each arbitration; and

(b) a common question of law or fact arises in all the arbitrations.

30.2 HKIAC may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) where the arbitrations are conducted pursuant to Article 30.1.

Article 31 – Closure of Proceedings

31.1 When it is satisfied that the parties have had a reasonable opportunity to present their case, whether in relation to the entire proceedings or a discrete phase of the proceedings, the arbitral tribunal shall declare the proceedings or the relevant phase of the proceedings closed. Thereafter, no further submissions or arguments may be made, or evidence produced in respect of the entire proceedings or the discrete phase, as applicable, unless the arbitral tribunal reopens the proceedings or the relevant phase of the proceedings in accordance with Article 31.4.
31.2 Once the proceedings are declared closed, the arbitral tribunal shall inform HKIAC and the parties of the anticipated date by which an award will be communicated to the parties. The date of rendering the award shall be no later than three months from the date when the arbitral tribunal declares the entire proceedings or the relevant phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

31.3 Article 31.2 shall not apply to any arbitration conducted pursuant to the Expedited Procedure under Article 42.

31.4 The arbitral tribunal may, if it considers it necessary, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

Article 32 – Waiver

32.1 A party that knows, or ought reasonably to know, that any provision of, or requirement arising under, these Rules (including the arbitration agreement) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

32.2 The parties waive any objection, on the basis of the use of any procedure under Articles 27, 28, 29, 30 or 43 and any decision made in respect of such procedure, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration(s), in so far as such waiver can validly be made.
SECTION V. AWARDS, DECISIONS
AND ORDERS OF THE ARBITRAL
TRIBUNAL

Article 33 – Decisions

33.1 When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.

33.2 With the prior agreement of all members of the arbitral tribunal, the presiding arbitrator may make procedural rulings alone.

Article 34 – Costs of the Arbitration

34.1 The arbitral tribunal shall determine the costs of the arbitration in one or more orders or awards. The term “costs of the arbitration” includes only:

(a) the fees of the arbitral tribunal, as determined in accordance with Article 10;

(b) the reasonable travel and other expenses incurred by the arbitral tribunal;

(c) the reasonable costs of expert advice and of other assistance required by the arbitral tribunal, including fees and expenses of any tribunal secretary;

(d) the reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration; and

(e) the Registration Fee and Administrative Fees payable to HKIAC in accordance with Schedule 1, and any expenses payable to HKIAC.

34.2 With respect to the costs of legal representation and other assistance referred to in Article 34.1(d), the arbitral tribunal, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.
34.3 The arbitral tribunal may apportion all or part of the costs of the arbitration referred to in Article 34.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

34.4 The arbitral tribunal may take into account any third party funding arrangement in determining all or part of the costs of the arbitration referred to in Article 34.1.

34.5 Where arbitrations are consolidated pursuant to Article 28, the arbitral tribunal in the consolidated arbitration shall determine the costs of the arbitration in accordance with Articles 34.2 to 34.4. Such costs include, but are not limited to, the fees of any arbitrator designated, confirmed or appointed and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.

34.6 When the arbitral tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it shall determine the costs of the arbitration referred to in Article 34.1 (to the extent not already determined) and may apportion all or part of such costs, in the text of that order or award.

Article 35 – Form and Effect of the Award

35.1 The arbitral tribunal may make a single award or separate awards regarding different issues at different times and in respect of all parties involved in the arbitration in the form of interim, interlocutory, partial or final awards. If appropriate, the arbitral tribunal may also issue interim awards on costs and any awards pursuant to Article 41.5.

35.2 Awards shall be made in writing and shall be final and binding on the parties and any person claiming through or under any of the parties. The parties and any such person waive their rights to any form of recourse or defence in respect of the setting-aside, enforcement and execution of any award, in so far as such waiver can validly be made.

35.3 The parties undertake to comply without delay with any order or award made by the arbitral tribunal or any emergency arbitrator, including any order or award made in any proceedings under Articles 27, 28, 29, 30 or 43.
35.4 An award shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.

35.5 An award shall be signed by the arbitral tribunal. It shall state the date on which it was made and the seat of arbitration as determined under Article 14 and shall be deemed to have been made at the seat of the arbitration. Where there are three arbitrators and any of them fails to sign, the award shall state the reason for the absence of the signature(s).

35.6 The arbitral tribunal shall communicate to HKIAC originals of the award signed by the arbitral tribunal. HKIAC shall affix its seal to the award and, subject to any lien, communicate it to the parties.

Article 36 – Applicable Law, Amiable Compositeur

36.1 The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties. Any designation of the law or legal system of a given jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction and not to its conflict of laws rules. Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.

36.2 The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly agreed that the arbitral tribunal should do so.

36.3 In all cases, the arbitral tribunal shall decide the case in accordance with the terms of the relevant contract(s) and may take into account the usages of the trade applicable to the transaction(s).
Article 37 – Settlement or Other Grounds for Termination

37.1 If, before the arbitral tribunal is constituted, a party wishes to terminate the arbitration, it shall communicate this to all other parties and HKIAC. HKIAC shall set a time limit for all other parties to indicate whether they agree to terminate the arbitration. If no other party objects within the time limit, HKIAC may terminate the arbitration. If any party objects to the termination of the arbitration, the arbitration shall proceed in accordance with the Rules.

37.2 If, after the arbitral tribunal is constituted and before the final award is made:

(a) the parties settle the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

(b) continuing the arbitration becomes unnecessary or impossible for any reason not mentioned in Article 37.2(a), the arbitral tribunal shall issue an order for the termination of the arbitration. The arbitral tribunal shall issue such an order unless a party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.

37.3 The arbitral tribunal shall communicate copies of the order to terminate the arbitration or of the arbitral award on agreed terms, signed by the arbitral tribunal, to HKIAC. Subject to any lien, HKIAC shall communicate the order for termination of the arbitration or the arbitral award on agreed terms to the parties. Where an arbitral award on agreed terms is made, the provisions of Articles 35.2, 35.3, 35.5 and 35.6 shall apply.
Article 38 – Correction of the Award

38.1 Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for all other parties to comment on such request.

38.2 The arbitral tribunal shall make any corrections it considers appropriate within 30 days after receipt of the request but may extend such time limit if necessary.

38.3 The arbitral tribunal may within 30 days after the date of the award make such corrections on its own initiative.

38.4 The arbitral tribunal has the power to make any further correction to the award which is necessitated by or consequential on (a) the interpretation of any point or part of the award under Article 39; or (b) the issue of any additional award under Article 40.

38.5 Such corrections shall be in writing, and the provisions of Articles 35.2 to 35.6 shall apply.

Article 39 – Interpretation of the Award

39.1 Within 30 days after receipt of the award, either party, with notice to all other parties, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for all other parties to comment on such request.

39.2 Any interpretation considered appropriate by the arbitral tribunal shall be given in writing within 30 days after receipt of the request but the arbitral tribunal may extend such time limit if necessary.

39.3 The arbitral tribunal has the power to give any further interpretation of the award which is necessitated by or consequential on (a) the correction of any error in the award under Article 38; or (b) the issue of any additional award under Article 40.
39.4 Any interpretation given under Article 39 shall form part of the award and the provisions of Articles 35.2 to 35.6 shall apply.

Article 40 – Additional Award

40.1 Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to make an additional award as to claims presented in the arbitration but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for all other parties to comment on such request.

40.2 If the arbitral tribunal considers the request for an additional award to be justified, it shall make the additional award within 60 days after receipt of the request but may extend such time limit if necessary.

40.3 The arbitral tribunal has the power to make an additional award which is necessitated by or consequential on (a) the correction of any error in the award under Article 35; or (b) the interpretation of any point or part of the award under Article 39.

40.4 When an additional award is made, the provisions of Articles 35.2 to 35.6 shall apply.

Article 41 – Deposits for Costs

41.1 As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall, in principle, request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs referred to in Article 34.1(a), (b), (c) and (e). HKIAC shall provide a copy of such request to the arbitral tribunal.

41.2 Where the Respondent submits a counterclaim or cross-claim, or it otherwise appears appropriate in the circumstances, HKIAC may request separate deposits.

41.3 During the course of the arbitration, HKIAC may request the parties to make supplementary deposits with HKIAC. HKIAC shall provide a copy of such request to the arbitral tribunal.
41.4 If the required deposits are not paid in full to HKIAC within 30 days after receipt of the request, HKIAC shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the arbitral tribunal considers fit.

41.5 If a party pays the required deposits on behalf of another party, the arbitral tribunal may, at the request of the paying party, make an award for reimbursement of the payment.

41.6 When releasing the final award, HKIAC shall render an account to the parties of the deposits received by HKIAC. Any unexpended balance shall be returned to the parties in the shares in which it was paid by the parties to HKIAC, or as otherwise instructed by the arbitral tribunal.

41.7 HKIAC shall place the deposits made by the parties in an account at a reputable licensed deposit-taking institution. In selecting the account, HKIAC shall have due regard to the possible need to make the deposited funds available immediately.
SECTION VI. OTHER PROVISIONS

Article 42 – Expedited Procedure

42.1 Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC for the arbitration to be conducted in accordance with Article 42.2 where:

(a) the amount in dispute representing the aggregate of any claim and counterclaim (or any set-off defence or cross-claim) does not exceed the amount set by HKIAC, as stated on HKIAC’s website on the date the Notice of Arbitration is submitted; or

(b) the parties so agree; or

(c) in cases of exceptional urgency.

42.2 When HKIAC, after considering the views of the parties, grants an application made pursuant to Article 42.1, the arbitral proceedings shall be conducted in accordance with an Expedited Procedure based upon the foregoing provisions of these Rules, subject to the following changes:

(a) the case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;

(b) if the arbitration agreement provides for three arbitrators, HKIAC shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree, the case shall be referred to three arbitrators;

(c) HKIAC may shorten the time limits provided for in the Rules, as well as any time limits that it has set;

(d) after the submission of the Answer to the Notice of Arbitration, the parties shall in principle be entitled to submit one Statement of Claim and one Statement of Defence (and Counterclaim) and, where applicable, one Statement of Defence in reply to the Counterclaim;

(e) the arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is appropriate to hold one or more hearings;
(f) subject to any lien, the award shall be communicated to the parties within six months from the date when HKIAC transmitted the case file to the arbitral tribunal. In exceptional circumstances, HKIAC may extend this time limit;

(g) the arbitral tribunal may state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

42.3 Upon the request of any party and after consulting with the parties and any confirmed or appointed arbitrators, HKIAC may, having regard to any new circumstances that have arisen, decide that the Expedited Procedure under Article 42 shall no longer apply to the case. Unless HKIAC considers that it is appropriate to revoke the confirmation or appointment of any arbitrator, the arbitral tribunal shall remain in place.

Article 43 – Early Determination Procedure

43.1 The arbitral tribunal shall have the power, at the request of any party and after consulting with all other parties, to decide one or more points of law or fact by way of early determination procedure, on the basis that:

(a) such points of law or fact are manifestly without merit; or

(b) such points of law or fact are manifestly outside the arbitral tribunal’s jurisdiction; or

(c) even if such points of law or fact are submitted by another party and are assumed to be correct, no award could be rendered in favour of that party.

43.2 Any party making a request for early determination procedure shall communicate the request to the arbitral tribunal, HKIAC and all other parties.

43.3 Any request for early determination procedure shall be made as promptly as possible after the relevant points of law or fact are submitted, unless the arbitral tribunal directs otherwise.
43.4 The request for early determination procedure shall include the following:

(a) a request for early determination of one or more points of law or fact and a description of such points;

(b) a statement of the facts and legal arguments supporting the request;

(c) a proposal of the form of early determination procedure to be adopted by the arbitral tribunal;

(d) comments on how the proposed form referred to in Article 43.4(c) would achieve the objectives stated in Articles 13.1 and 13.5; and

(e) confirmation that copies of the request and any supporting materials included with it have been or are being communicated simultaneously to all other parties by one or more means of service to be identified in such confirmation.

43.5 After providing all other parties with an opportunity to submit comments on the request, the arbitral tribunal shall issue a decision either dismissing the request or allowing the request to proceed by fixing the early determination procedure in the form it considers appropriate. The arbitral tribunal shall make such decision within 30 days from the date of filing the request. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

43.6 If the request is allowed to proceed, the arbitral tribunal shall make its order or award, which may be in summary form, on the relevant points of law or fact. The arbitral tribunal shall make such order or award within 60 days from the date of its decision to proceed. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

43.7 Pending the determination of the request, the arbitral tribunal may decide whether and to what extent the arbitration shall proceed.
Article 44 – Disclosure of Third Party Funding of Arbitration

44.1 If a funding agreement is made, the funded party shall communicate a written notice to all other parties, the arbitral tribunal, any emergency arbitrator and HKIAC of:

(a) the fact that a funding agreement has been made; and
(b) the identity of the third party funder.

44.2 The notice referred to in Article 44.1 must be communicated:

(a) in respect of a funding agreement made on or before the commencement of the arbitration, in the application for the appointment of an emergency arbitrator, the Notice of Arbitration, the Answer to the Notice of Arbitration, the Request for Joinder or the Answer to the Request for Joinder (as applicable); or

(b) in respect of a funding agreement made after the commencement of the arbitration, as soon as practicable after the funding agreement is made.

44.3 Any funded party shall disclose any changes to the information referred to in Article 44.1 that occur after the initial disclosure.

Article 45 – Confidentiality

45.1 Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to:

(a) the arbitration under the arbitration agreement; or

(b) an award or Emergency Decision made in the arbitration.

45.2 Article 45.1 also applies to the arbitral tribunal, any emergency arbitrator, expert, witness, tribunal secretary and HKIAC.

45.3 Article 45.1 does not prevent the publication, disclosure or communication of information referred to in Article 45.1 by a party or party representative:
(a) (i) to protect or pursue a legal right or interest of the party; or

(ii) to enforce or challenge the award or Emergency Decision referred to in Article 45.1;

in legal proceedings before a court or other authority; or

(b) to any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or

(c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert; or

(d) to any party or additional party and any confirmed or appointed arbitrator for the purposes of Articles 27, 28, 29 or 30; or

(e) to a person for the purposes of having, or seeking, third party funding of arbitration.

45.4 The deliberations of the arbitral tribunal are confidential.

45.5 HKIAC may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:

(a) all references to the parties' names and other identifying information are deleted; and

(b) no party objects to such publication within the time limit fixed for that purpose by HKIAC. In the case of an objection, the award shall not be published.

Article 46 – Exclusion of Liability

46.1 None of the Council members of HKIAC nor any body or person specifically designated by it to perform the functions in these Rules, nor the Secretary-General of HKIAC or other staff members of the Secretariat of HKIAC, the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert or tribunal secretary shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly.
40.2 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 38 to 40 have lapsed or been exhausted, neither HKIAC nor the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert or tribunal secretary shall be under an obligation to make statements to any person about any matter concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.
SCHEDULE 1
REGISTRATION AND
ADMINISTRATIVE FEES

(All amounts are in Hong Kong Dollars, hereinafter “HKD”)

Effective 1 November 2018

1. Registration Fee

1.1 When submitting a Notice of Arbitration, the Claimant shall pay a Registration Fee in the amount set by HKIAC, as stated on HKIAC’s website on the date the Notice of Arbitration is submitted.

1.2 If the Claimant fails to pay the Registration Fee, HKIAC shall not proceed with the arbitration subject to Article 4.6 of the Rules.

1.3 The Registration Fee is not refundable save in exceptional circumstances as determined by HKIAC in its sole discretion.

2. HKIAC’s Administrative Fees

2.1 HKIAC’s Administrative Fees shall be determined in accordance with the following table:

<table>
<thead>
<tr>
<th>SUM IN DISPUTE (in HKD)</th>
<th>ADMINISTRATIVE FEES (in HKD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 400,000</td>
<td>19,500</td>
</tr>
<tr>
<td>From 400,001 to 800,000</td>
<td>19,500 + 1.30% of amt. over 400,000</td>
</tr>
<tr>
<td>From 800,001 to 4,000,000</td>
<td>25,000 + 1.00% of amt. over 800,000</td>
</tr>
<tr>
<td>From 4,000,001 to 10,000,000</td>
<td>57,000 + 0.54% of amt. over 4,000,000</td>
</tr>
<tr>
<td>From 10,000,001 to 16,000,000</td>
<td>78,500 + 0.26% of amt. over 8,000,000</td>
</tr>
<tr>
<td>From 16,000,001 to 24,000,000</td>
<td>100,000 + 0.20% of amt. over 16,000,000</td>
</tr>
<tr>
<td>From 24,000,001 to 40,000,000</td>
<td>145,000 + 0.11% of amt. over 24,000,000</td>
</tr>
<tr>
<td>From 40,000,001 to 60,000,000</td>
<td>192,000 + 0.07% of amt. over 40,000,000</td>
</tr>
<tr>
<td>From 60,000,001 to 80,000,000</td>
<td>305,000 + 0.05% of amt. over 60,000,000</td>
</tr>
<tr>
<td>Over 80,000,000</td>
<td>400,000</td>
</tr>
</tbody>
</table>
2.2 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.

2.3 An interest claim shall not be taken into account for the calculation of the amount in dispute, except where HKIAC determines that doing so would be appropriate.

2.4 Where there are alternative claims, only the principal claim shall be taken into account for the calculation of the amount in dispute, except where HKIAC considers it appropriate to take into account the amount of any alternative claim.

2.5 Pursuant to Articles 18.2, 27.15, 28.10 or 30.2 or where in the opinion of HKIAC there are exceptional circumstances, HKIAC may depart from the table in paragraph 2.1 when calculating its Administrative Fees.

2.6 If the amount in dispute is not quantified, HKIAC's Administrative Fees shall be fixed by HKIAC, taking into account the circumstances of the case.

2.7 Amounts in currencies other than Hong Kong Dollars shall be converted into Hong Kong Dollars at the rate of exchange published by HSBC Bank on the date the Notice of Arbitration is submitted or at the time any new claim, set-off defence, cross-claim or amendment to a claim or defence is filed.

2.8 The parties are jointly and severally liable for HKIAC's Administrative Fees.
SCHEDULE 2
ARBITRAL TRIBUNAL'S
FEES, EXPENSES, TERMS AND CONDITIONS

Based on Hourly Rates
Effective 1 November 2018

1. Scope of Application and Interpretation

1.1 Subject to any variations agreed by all parties or changes HKIAC considers appropriate, this Schedule shall apply to arbitrations in which the arbitral tribunal's fees and expenses are to be determined in accordance with Article 10.1(a) of the Rules and to the appointment of an emergency arbitrator under Schedule 4.

1.2 HKIAC may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

1.3 This Schedule is supplemented by the Practice Note on Costs of Arbitration Based on Schedule 2 and Hourly Rates in force on the date the Notice of Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by HKIAC from funds deposited by the parties in accordance with Article 41 of the Rules. HKIAC may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Hong Kong Dollars unless the tribunal directs otherwise.

2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.
3. Arbitral Tribunal’s Expenses

3.1 The arbitral tribunal shall be reimbursed for its reasonable expenses in accordance with the Practice Note referred to at paragraph 1.3.

3.2 The expenses of the arbitral tribunal shall not be included in the arbitral tribunal’s fees charged by reference to hourly rates under paragraph 9 of this Schedule.

4. Administrative Expenses

The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to, the cost of hearing rooms, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 41 of the Rules as and when they are incurred.

5. Fees and Expenses Payable to Replaced Arbitrators

Where an arbitrator is replaced pursuant to Articles 12, 27, 28 or 42.3 of the Rules, HKIAC shall decide the amount of fees and expenses to be paid for the replaced arbitrator’s services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator’s fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject-matter.

6. Fees and Expenses of Tribunal Secretary

Where the arbitral tribunal appoints a secretary in accordance with Article 13.4 of the Rules, such secretary shall be remunerated at a rate which shall not exceed the rate set by HKIAC, as stated on HKIAC’s website on the date the Notice of Arbitration is submitted. The secretary’s fees and expenses shall be charged separately. The arbitral tribunal shall determine the total fees and expenses of a secretary under Article 34.1(c) of the Rules.
7. Lien on Award

HKIAC and the arbitral tribunal shall have a lien over any awards issued by the arbitral tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. Governing Law

The terms of this Schedule and any non-contractual obligation arising out of or in connection with them shall be governed by and construed in accordance with Hong Kong law.

9. Arbitral Tribunal’s Fee Rates

9.1 An arbitrator shall be remunerated at an hourly rate for all work reasonably carried out in connection with the arbitration.

9.2 Subject to paragraphs 9.3 to 9.5 of this Schedule, the rate referred to in paragraph 9.1 is to be agreed in accordance with Article 10.2 of the Rules. An arbitrator shall agree upon fee rates in accordance with paragraph 9 of this Schedule prior to his or her confirmation or appointment by HKIAC.

9.3 An arbitrator’s agreed hourly rate shall not exceed a rate set by HKIAC, as stated on HKIAC’s website on the date the Notice of Arbitration is submitted.

9.4 Subject to paragraph 9.3, an arbitrator may review and increase his or her agreed hourly rate by no more than 10% on each anniversary of his or her confirmation or appointment.

9.5 Higher rates may be charged if expressly agreed by all parties to the arbitration or if HKIAC so determines in exceptional circumstances.

9.6 If an arbitrator is required to travel for the purposes of fulfilling obligations as an arbitrator, the arbitrator shall be entitled to charge and to be reimbursed for:

(a) time spent travelling but not working at a rate of 50% of the agreed hourly rate; or

(b) time spent working whilst travelling at the full agreed hourly rate.
10. Cancellation Fees

10.1 All hearings booked shall be paid for, subject to the following conditions:

(a) if a booking is cancelled at the request of the arbitral tribunal, it will not be charged;

(b) if a booking is cancelled at the request of any party less than 30 days before the first day booked it shall be paid at a daily rate of 75% of eight times the applicable hourly rate;

(c) if a booking is cancelled at the request of any party less than 60 days but more than 30 days before the first day booked it shall be paid at a daily rate of 50% of eight times the applicable hourly rate;

(d) if a booking is cancelled at the request of any party more than 60 days before the first day booked it will not be charged; and

(e) in all cases referred to above, if an arbitrator has spent time on the case during the day(s) booked, he or she shall be paid based on (i) the hourly rate pursuant to paragraph 9; or (ii) the cancellation fee pursuant to paragraph 10.1(b) to (d), whichever is higher.

10.2 Where hearing days are cancelled or postponed other than by agreement of all parties or request of the arbitral tribunal, this may be taken into account when considering any subsequent apportionment of costs.
SCHEDULE 3
ARBITRAL TRIBUNAL'S
FEES,EXPENSES, TERMS AND
CONDITIONS

Based on Sum in Dispute

(All amounts are in Hong Kong Dollars, hereinafter "HKD")

Effective 1 November 2018

1. Scope of Application and Interpretation

1.1 Subject to paragraph 1.2 below and any variations agreed by all parties or changes HKIAC considers appropriate, this Schedule applies to arbitrations in which the arbitral tribunal's fees and expenses are to be determined in accordance with Article 10.1(b) of the Rules.

1.2 This Schedule shall not apply to the appointment of an emergency arbitrator under Schedule 4.

1.3 HKIAC may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

1.4 This Schedule is supplemented by the Practice Note on Costs of Arbitration Based on Schedule 3 and the Sum in Dispute in force on the date the Notice of Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by HKIAC from funds deposited by the parties in accordance with Article 41 of the Rules. HKIAC may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Hong Kong Dollars unless the tribunal directs otherwise.
2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.

3. Arbitral Tribunal's Expenses

3.1 The arbitral tribunal shall be reimbursed for its reasonable expenses in accordance with the Practice Note referred to at paragraph 1.4.

3.2 The expenses of the arbitral tribunal shall not be included in the determination of fees charged in accordance with paragraph 6 of this Schedule.

4. Administrative Expenses

The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to, the cost of hearing rooms, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 41 of the Rules as and when they are incurred.

5. Fees and Expenses Payable to Replaced Arbitrators

Where an arbitrator is replaced pursuant to Articles 12, 27, 28 or 42.3 of the Rules, HKIAC shall decide the amount of fees and expenses to be paid for the replaced arbitrator's services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator's fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject-matter.

6. Determination of Arbitral Tribunal's Fees

6.1 The arbitral tribunal's fees shall be calculated in accordance with the following table. The fees calculated in accordance with the table represent the maximum amount payable to one arbitrator.
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<th>SUM IN DISPUTE (in HKD)</th>
<th>ARBITRATOR'S FEES (in HKD)</th>
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<tr>
<td>Up to 400,000</td>
<td>11.00% of amount in dispute</td>
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<tr>
<td>From 400,001 to 300,000</td>
<td>44,000 + 10.000% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 400,000</td>
</tr>
<tr>
<td>From 300,001 to 4,000,000</td>
<td>34,000 + 5.300% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 300,000</td>
</tr>
<tr>
<td>From 4,000,001 to 3,000,000</td>
<td>253,600 + 3.780% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 4,000,000</td>
</tr>
<tr>
<td>From 3,000,001 to 16,000,000</td>
<td>404,800 + 1.730% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 3,000,000</td>
</tr>
<tr>
<td>From 16,000,001 to 40,000,000</td>
<td>543,200 + 1.060% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 16,000,000</td>
</tr>
<tr>
<td>From 40,000,001 to 80,000,000</td>
<td>797,600 + 0.440% of amnt.</td>
</tr>
<tr>
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<td>over 40,000,000</td>
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<tr>
<td>From 80,000,001 to 240,000,000</td>
<td>973,600 + 0.250% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 80,000,000</td>
</tr>
<tr>
<td>From 240,000,001 to 400,000,000</td>
<td>1,373,600 + 0.223% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 240,000,000</td>
</tr>
<tr>
<td>From 400,000,001 to 600,000,000</td>
<td>1,733,400 + 0.101% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 400,000,000</td>
</tr>
<tr>
<td>From 600,000,001 to 800,000,000</td>
<td>1,940,000 + 0.067% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 600,000,000</td>
</tr>
<tr>
<td>From 800,000,001 to 4,000,000,000</td>
<td>2,074,400 + 0.044% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 800,000,000</td>
</tr>
<tr>
<td>Over 4,000,000,000</td>
<td>3,432,400 + 0.025% of amnt.</td>
</tr>
<tr>
<td></td>
<td>over 4,000,000,000</td>
</tr>
<tr>
<td></td>
<td>Maximum of 12,574,000</td>
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</table>
6.2. The arbitral tribunal's fees shall cover the activities of an arbitrator from the time of his or her confirmation or appointment until the last award.

6.3. Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.

6.4. An interest claim shall not be taken into account for the calculation of the amount in dispute, except where HKIAC determines that doing so would be appropriate.

6.5. Where there are alternative claims, only the principal claim shall be taken into account for the calculation of the amount in dispute, except where HKIAC considers it appropriate to take into account the amount of any alternative claim.

6.6. Pursuant to Articles 10.3(c), 18.2, 27.15, 28.10 or 30.2 or where in the opinion of HKIAC there are exceptional circumstances, the arbitral tribunal's fees may depart from the amounts calculated in accordance with paragraph 6.1.

6.7. If the amount in dispute is not quantified, the arbitral tribunal's fees shall be fixed by HKIAC, taking into account the circumstances of the case.

7. Lien on Award

HKIAC and the arbitral tribunal shall have a lien over any awards issued by the arbitral tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. Governing Law

The terms of this Schedule and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with Hong Kong law.
SCHEDULE 4
EMERGENCY ARBITRATOR PROCEDURES

Effective 1 November 2018

1. A party requiring Emergency Relief may submit an application (the "Application") for the appointment of an emergency arbitrator to HKIAC (a) before, (b) concurrent with, or (c) following the filing of a Notice of Arbitration, but prior to the constitution of the arbitral tribunal.

2. The Application shall be submitted in accordance with any of the means specified in Articles 3.1 and 3.2 of the Rules. The Application shall include the following information:

(a) the names and (in so far as known) the addresses, facsimile numbers and/or email addresses of the parties to the Application and of their representatives;

(b) a description of the circumstances giving rise to the Application and of the underlying dispute referred to arbitration;

(c) a statement of the Emergency Relief sought;

(d) the reasons why the applicant needs the Emergency Relief on an urgent basis that cannot await the constitution of an arbitral tribunal;

(e) the reasons why the applicant is entitled to such Emergency Relief;

(f) any relevant agreement and, in particular, the arbitration agreement;

(g) comments on the language, the seat of the Emergency Relief proceedings, and the applicable law;

(h) confirmation of payment of the amount referred to in paragraph 5 of this Schedule (the "Application Deposit");

(i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 44; and
confirmation that copies of the Application and any supporting materials included with it have been or are being communicated simultaneously to all other parties to the arbitration by one or more means of service to be identified in such confirmation.

3. The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.

4. If HKIAC determines that it should accept the Application, HKIAC shall seek to appoint an emergency arbitrator within 24 hours after receipt of both the Application and the Application Deposit.

5. The Application Deposit is the amount set by HKIAC, as stated on HKIAC’s website on the date the Application is submitted. The Application Deposit consists of HKIAC’s emergency administrative fees and the emergency arbitrator’s fees and expenses. The emergency arbitrator’s fees shall be determined by reference to his or her hourly rate subject to the terms of Schedule 2 and shall not exceed the amount set by HKIAC, as stated on HKIAC’s website on the date the Application is submitted unless the parties agree or HKIAC determines otherwise in exceptional circumstances. HKIAC may, at any time during the Emergency Relief proceedings, request additional deposits to cover any increase in the emergency arbitrator’s fees or HKIAC’s emergency administrative fees, taking into account, inter alia, the nature of the case and the nature and amount of work performed by the emergency arbitrator and HKIAC. If the party which submitted the Application fails to pay the additional deposits within the time limit fixed by HKIAC, the Application shall be dismissed.

6. Once the emergency arbitrator has been appointed, HKIAC shall communicate the appointment to the parties to the Application and shall communicate the case file to the emergency arbitrator. Thereafter, the parties shall communicate with the emergency arbitrator directly, with a copy to all other parties to the Application and HKIAC. Any written communications from the emergency arbitrator to the parties shall also be copied to HKIAC.
7. Article 11 of the Rules shall apply to the emergency arbitrator, except that the time limits set out in Articles 11.7 and 11.9 are shortened to three days.

8. Where an emergency arbitrator dies, has been successfully challenged, has been otherwise removed, or has resigned, HKIAC shall seek to appoint a substitute emergency arbitrator within 24 hours. If an emergency arbitrator withdraws or a party agrees to terminate an emergency arbitrator’s appointment under paragraph 8 of this Schedule, no acceptance of the validity of any ground referred to in Article 11.6 of the Rules shall be implied. If the emergency arbitrator is replaced, the Emergency Relief proceedings shall resume at the stage where the emergency arbitrator was replaced or ceased to perform his or her functions, unless the substitute emergency arbitrator decides otherwise.

9. If the parties have agreed on the seat of arbitration, such seat shall be the seat of the Emergency Relief proceedings. Where the parties have not agreed on the seat of arbitration, and without prejudice to the arbitral tribunal’s determination of the seat of arbitration pursuant to Article 14.1 of the Rules, the seat of the Emergency Relief proceedings shall be Hong Kong.

10. Taking into account the urgency inherent in the Emergency Relief proceedings and ensuring that each party has a reasonable opportunity to be heard on the Application, the emergency arbitrator may conduct such proceedings in such a manner as the emergency arbitrator considers appropriate. The emergency arbitrator shall have the power to rule on objections that the emergency arbitrator has no jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration clause or of the separate arbitration agreement, and shall resolve any disputes over the applicability of this Schedule.

11. Articles 23.2 to 23.8 shall apply, mutatis mutandis, to any Emergency Relief granted by the emergency arbitrator.
12. Any decision, order or award of the emergency arbitrator on the Application (the "Emergency Decision") shall be made within 14 days from the date on which HKIAC transmitted the case file to the emergency arbitrator. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

13. The Emergency Decision may be made even if in the meantime the case file has been transmitted to the arbitral tribunal.

14. Any Emergency Decision shall:
   (a) be made in writing;
   (b) state the date when it was made and reasons upon which the Emergency Decision is based, which may be in summary form (including a determination on whether the emergency arbitrator has jurisdiction to grant the Emergency Relief); and
   (c) be signed by the emergency arbitrator.

15. Any Emergency Decision may fix and apportion the costs of the Emergency Relief proceedings, subject always to the power of the arbitral tribunal to fix and apportion finally such costs in accordance with Article 34 of the Rules. The costs of the Emergency Relief proceedings include HKIAC's emergency administrative fees, the fees and expenses of the emergency arbitrator and any tribunal secretary, and the reasonable legal and other costs incurred by the parties for the Emergency Relief proceedings.

16. Any Emergency Decision shall have the same effect as an interim measure granted pursuant to Article 23 of the Rules and shall be binding on the parties when rendered.

17. Any Emergency Decision ceases to be binding:
   (a) if the emergency arbitrator or the arbitral tribunal so decides;
   (b) upon the arbitral tribunal rendering a final award, unless the arbitral tribunal expressly decides otherwise;
   (c) upon the termination of the arbitration before the rendering of a final award; or
(d) if the arbitral tribunal is not constituted within 90 days from the date of the Emergency Decision. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

18. Subject to paragraph 13 of this Schedule, the emergency arbitrator shall have no further power to act once the arbitral tribunal is constituted.

19. The emergency arbitrator may not act as arbitrator in any arbitration relating to the dispute that gave rise to the Application and in respect of which the emergency arbitrator has acted, unless otherwise agreed by the parties to the arbitration.

20. The Emergency Arbitrator Procedure is not intended to prevent any party from seeking urgent interim or conservatory measures from a competent authority at any time.

21. The Emergency Arbitrator Procedure shall be terminated if a Notice of Arbitration has not been submitted by the applicant to HKIAC within seven days of HKIAC’s receipt of the Application, unless the emergency arbitrator extends this time limit.

22. Where the Emergency Arbitrator Procedure is terminated without an Emergency Decision, the emergency arbitrator may fix and apportion any costs of the Emergency Relief proceedings, subject to the power of the arbitral tribunal to fix and apportion finally such costs in accordance with Article 34 of the Rules.
Members of HKIAC Rules Revision Committee

Nilz Eliasson (Chair), Matthew Gearing QC, Briana Young, Cameron Hassall, Sarah Grimmer and Joe Liu

Acknowledgements

HKIAC expresses its gratitude and appreciation to the following individuals for their advice, comments and input in the preparation of these Rules (in alphabetical order):

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Tel: +852 2525 2381   Fax: +852 2524 2171
E-mail: adr@hkiac.org   Webpage: http://www.hkiac.org
APPENDIX 7

SIAC Procedural Rules 2016
# Singapore International Arbitration Centre
## Arbitration Rules


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1 Scope of Application and Interpretation

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

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

1.3 In these Rules:

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

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

“Court” means the Court of Arbitration of SIAC and includes a Committee of the Court;

“Emergency Arbitrator” means an arbitrator appointed in accordance with paragraph 3 of Schedule 1;
“Practice Notes” mean the guidelines published by the Registrar from
time to time to supplement, regulate and implement these Rules;

“President” means the President of the Court and includes any Vice
President and the Registrar;

“Registrar” means the Registrar of the Court and includes any Deputy
Registrar;

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

“SIAC” means the Singapore International Arbitration Centre; and

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

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

2 Notice and Calculation of Periods of Time

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

2.2 Any notice, communication or proposal shall be deemed to have
been received on the day it is delivered in accordance with Rule 2.1.
2.3 For the purpose of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been received. Unless the Registrar or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Singapore Standard Time (GMT +8).

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

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

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

3 Notice of Arbitration

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

a. a demand that the dispute be referred to arbitration;

b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;

c. a reference to the arbitration agreement invoked and a copy of the arbitration agreement;

d. a reference to the contract or other instrument (e.g. investment treaty) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
e. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;

f. a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;

g. a proposal for the number of arbitrators if not specified in the arbitration agreement;

h. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;

i. any comment as to the applicable rules of law;

j. any comment as to the language of the arbitration; and

k. payment of the requisite filing fee under these Rules.

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

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

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

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

a. a confirmation or denial of all or part of the claims, including, where possible, any plea that the Tribunal lacks jurisdiction;

b. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;

c. any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 or any comment with respect to the matters covered in such Rule;

d. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant’s proposal for a sole arbitrator or a counter-proposal; and

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

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

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

5  Expedited Procedure

5.1 Prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, provided that any of the following criteria is satisfied:
a. the amount in dispute does not exceed the equivalent amount of S$6,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off;

b. the parties so agree; or

c. in cases of exceptional urgency.

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

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

a. the Registrar may abbreviate any time limits under these Rules;

b. the case shall be referred to a sole arbitrator, unless the President determines otherwise;

c. the Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;

d. the final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for making such final Award; and

e. the Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given.

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

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

6 Multiple Contracts

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

a. file a Notice of Arbitration in respect of each arbitration agreement invoked and concurrently submit an application to consolidate the arbitrations pursuant to Rule 8.1; or

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

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

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

7 Joinder of Additional Parties

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

a. the additional party to be joined is prima facie bound by the arbitration agreement; or

b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.

7.2 An application for joinder under Rule 7.1 shall include:

a. the case reference number of the pending arbitration;

b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;

c. whether the additional party is to be joined as a Claimant or a Respondent;

d. the information specified in Rule 3.1(c) and Rule 3.1(d);
e. if the application is being made under Rule 7.1(b), identification of the relevant agreement and, where possible, a copy of such agreement; and

f. a brief statement of the facts and legal basis supporting the application.

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

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

7.4 The Court shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Rule 7.1. The Court’s decision to grant an application for joinder under this Rule 7.4 is without prejudice to the Tribunal’s power to subsequently decide any question as to its jurisdiction arising from such decision. The Court’s decision to reject an application for joinder under this Rule 7.4, in whole or in part, is without prejudice to any party’s or non-party's right to apply to the Tribunal for joinder pursuant to Rule 7.8.

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

7.6 Where an application for joinder is granted under Rule 7.4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, Rule 9 to Rule 12 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court’s decision under Rule 7.4.
7.7 The Court’s decision to revoke the appointment of any arbitrator under Rule 7.6 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.

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

a. the additional party to be joined is *prima facie* bound by the arbitration agreement; or

b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.

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

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

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

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

7.12 Where an application for joinder is granted under Rule 7.4 or Rule 7.10, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed
to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 14.

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

8 Consolidation

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

a. all parties have agreed to the consolidation;

b. all the claims in the arbitrations are made under the same arbitration agreement; or

c. the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

8.2 An application for consolidation under Rule 8.1 shall include:

a. the case reference numbers of the arbitrations sought to be consolidated;

b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties and their representatives, if any, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;

c. the information specified in Rule 3.1(c) and Rule 3.1(d);
d. if the application is being made under Rule 8.1(a), identification of the relevant agreement and, where possible, a copy of such agreement; and

e. a brief statement of the facts and legal basis supporting the application.

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

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

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

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

8.7 After the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may apply to the Tribunal to consolidate two or
more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

a. all parties have agreed to the consolidation;

b. all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or

c. the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

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

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

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

8.11 The Court’s decision to revoke the appointment of any arbitrator under Rule 8.6 or Rule 8.10 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.
8.12 Where an application for consolidation is granted under Rule 8.4 or Rule 8.9, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 14.

9 Number and Appointment of Arbitrators

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

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

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

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

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

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

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

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

11 Three Arbitrators

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

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

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

12 Multi-Party Appointment of Arbitrator(s)

12.1 Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 28 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the President shall appoint the sole arbitrator.
12.2 Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed in accordance with Rule 11.3. In the absence of both such joint nominations having been made within 28 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the President shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

13 Qualifications of Arbitrators

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

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

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

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

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

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

14 Challenge of Arbitrators

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

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

15 Notice of Challenge

15.1 A party that intends to challenge an arbitrator shall file a notice of challenge with the Registrar in accordance with the requirements of Rule 15.2 within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified in Rule 14.1 or Rule 14.2 became known or should have reasonably been known to that party.

15.2 The notice of challenge shall state the reasons for the challenge. The date of receipt of the notice of challenge by the Registrar shall be deemed to be the date the notice of challenge is filed. The party challenging an arbitrator shall, at the same time as it files a notice of challenge with the Registrar, send the notice of challenge to the other party, the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
15.3 The party making the challenge shall pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the party making the challenge fails to pay the challenge fee within the time limit set by the Registrar, the challenge shall be considered as withdrawn.

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

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

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

16 Decision on Challenge

16.1 If, within seven days of receipt of the notice of challenge under Rule 15, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office, the Court shall decide the challenge. The Court may request comments on the challenge from the parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal
has not yet been constituted, any appointed arbitrator), and set a schedule for such comments to be made.

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

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

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

17 Replacement of an Arbitrator

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

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

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

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

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

19 Conduct of the Proceedings

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

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

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

19.4 The Tribunal may, in its discretion, direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
19.5 Unless otherwise agreed by the parties, the presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal.

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

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

20 **Submissions by the Parties**

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

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

a. a statement of facts supporting the claim;

b. the legal grounds or arguments supporting the claim; and

c. the relief claimed together with the amount of all quantifiable claims.

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

a. a statement of facts supporting its defence to the Statement of Claim;

b. the legal grounds or arguments supporting such defence; and

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

a. a statement of facts supporting its defence to the Statement of Counterclaim;

b. the legal grounds or arguments supporting such defence; and

c. the relief claimed.

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

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

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

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

20.9 If the Respondent fails to submit its Statement of Defence, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.
21 Seat of the Arbitration

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

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

22 Language of the Arbitration

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

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

23 Party Representatives

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

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

24 Hearings

24.1 Unless the parties have agreed on a documents-only arbitration or as otherwise provided in these Rules, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction.
24.2 The Tribunal shall, after consultation with the parties, set the date, time and place of any meeting or hearing and shall give the parties reasonable notice.

24.3 If any party fails to appear at a meeting or hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the Award based on the submissions and evidence before it.

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

25 Witnesses

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

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

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

25.4 The Tribunal may direct the testimony of witnesses to be presented in written form, either as signed statements or sworn affidavits or any other form of recording. Subject to Rule 25.2, any party may request that such a witness should attend for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit, disregard such written testimony, or exclude such written testimony altogether.

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

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

a. following consultation with the parties, appoint an expert to report on specific issues; and

b. require a party to give any expert appointed under Rule 26.1(a) any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

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

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

27 Additional Powers of the Tribunal

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

a. order the correction or rectification of any contract, subject to the law governing such contract;

b. except as provided in these Rules, extend or abbreviate any time limits prescribed under these Rules or by its directions;

c. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;

d. order the parties to make any property or item in their possession or control available for inspection;
e. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;

f. order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or control which the Tribunal considers relevant to the case and material to its outcome;

g. issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;

h. direct any party or person to give evidence by affidavit or in any other form;

i. direct any party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party or otherwise;

j. order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;

k. order any party to provide security for all or part of any amount in dispute in the arbitration;

l. proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal’s orders or directions or any partial Award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate in relation to such failure or refusal;

m. decide, where appropriate, any issue not expressly or impliedly raised in the submissions of a party provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;

n. determine the law applicable to the arbitral proceedings; and

o. determine any claim of legal or other privilege.
28 Jurisdiction of the Tribunal

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

28.2 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. An arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void.

28.3 Any objection that the Tribunal:

a. does not have jurisdiction shall be raised no later than in a Statement of Defence or in a Statement of Defence to a Counterclaim; or

b. is exceeding the scope of its jurisdiction shall be raised within 14 days after the matter alleged to be beyond the scope of the Tribunal’s jurisdiction arises during the arbitral proceedings.

The Tribunal may admit an objection raised by a party outside the time limits under this Rule 28.3 if it considers the delay justified. A party is not precluded from raising an objection under this Rule 28.3 by the fact that it has nominated, or participated in the nomination of, an arbitrator.
28.4 The Tribunal may rule on an objection referred to in Rule 28.3 either as a preliminary question or in an Award on the merits.

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

29 Early Dismissal of Claims and Defences

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

   a. a claim or defence is manifestly without legal merit; or

   b. a claim or defence is manifestly outside the jurisdiction of the Tribunal.

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

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

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

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

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

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

31 Applicable Law, Amiable Compositeur and Ex Aequo et Bono

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

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

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

32 Award

32.1 The Tribunal shall, as promptly as possible, after consulting with the parties and upon being satisfied that the parties have no further relevant and material evidence to produce or submission to make with respect to the matters to be decided in the Award, declare the proceedings closed. The Tribunal’s declaration that the proceedings are closed shall be communicated to the parties and to the Registrar.
32.2 The Tribunal may, on its own motion or upon application of a party but before any Award is made, re-open the proceedings. The Tribunal’s decision that the proceedings are to be re-opened shall be communicated to the parties and to the Registrar. The Tribunal shall close any re-opened proceedings in accordance with Rule 32.1.

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

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

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

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

32.7 Where there is more than one arbitrator, the Tribunal shall decide by a majority. Failing a majority decision, the presiding arbitrator alone shall make the Award for the Tribunal.
32.8 The Award shall be delivered to the Registrar, who shall transmit certified copies to the parties upon full settlement of the costs of the arbitration.

32.9 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

32.10 In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement. If the parties do not require a consent Award, the parties shall confirm to the Registrar that a settlement has been reached, following which the Tribunal shall be discharged and the arbitration concluded upon full settlement of the costs of the arbitration.

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

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

33 Correction of Awards, Interpretation of Awards and Additional Awards

33.1 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.
33.2 The Tribunal may correct any error of the type referred to in Rule 33.1 on its own initiative within 30 days of the date of the Award.

33.3 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. If the Tribunal considers the request to be justified, it shall make the additional Award within 45 days of receipt of the request.

33.4 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request that the Tribunal give an interpretation of the Award. If the Tribunal considers the request to be justified, it shall provide the interpretation in writing within 45 days after receipt of the request. The interpretation shall form part of the Award.

33.5 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award, interpretation of an Award or an additional Award under this Rule.

33.6 The provisions of Rule 32 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional Award made.

34 Fees and Deposits

34.1 The Tribunal’s fees and SIAC’s fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The parties may agree to alternative methods of determining the Tribunal’s fees prior to the constitution of the Tribunal.

34.2 The Registrar shall fix the amount of deposits payable towards the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.
34.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.

34.4 The Registrar may from time to time direct parties to make further deposits towards the costs of the arbitration.

34.5 Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the deposits towards the costs of the arbitration should the other party fail to pay its share.

34.6 If a party fails to pay the deposits directed by the Registrar either wholly or in part:

a. the Tribunal may suspend its work and the Registrar may suspend SIAC’s administration of the arbitration, in whole or in part; and

b. the Registrar may, after consultation with the Tribunal (if constituted) and after informing the parties, set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

34.7 In all cases, the costs of the arbitration shall be finally determined by the Registrar at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Registrar shall finally determine the costs of the arbitration, as set out in Rule 35, in his discretion. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.
34.8 All deposits towards the costs of the arbitration shall be made to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.

34.9 In exceptional circumstances, the Registrar may direct the parties to pay an additional fee, in addition to that prescribed in the applicable Schedule of Fees, as part of SIAC’s administration fees.

35 Costs of the Arbitration

35.1 Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.

35.2 The term “costs of the arbitration” includes:

a. the Tribunal’s fees and expenses and the Emergency Arbitrator’s fees and expenses, where applicable;

b. SIAC’s administration fees and expenses; and

c. the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.

36 Tribunal’s Fees and Expenses

36.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the applicable Schedule of Fees or, if applicable, with the method agreed by the parties pursuant to Rule 34.1, and the stage of the proceedings at which the arbitration concluded. In exceptional circumstances, the Registrar may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.

36.2 The Tribunal’s reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.
37 Party’s Legal and Other Costs

The Tribunal shall have the authority to order in its Award that all or a part of the legal or other costs of a party be paid by another party.

38 Exclusion of Liability

38.1 Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary and any expert, the President, members of the Court, and any directors, officers and employees of SIAC, shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by SIAC in accordance with these Rules.

38.2 SIAC, including the President, members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by SIAC in accordance with these Rules. No party shall seek to make the President, any member of the Court, director, officer, employee of SIAC, or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, act as a witness in any legal proceedings in connection with any arbitration administered by SIAC in accordance with these Rules.

39 Confidentiality

39.1 Unless otherwise agreed by the parties, a party and any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall at all times treat all matters relating to the proceedings and the Award as confidential. The discussions and deliberations of the Tribunal shall be confidential.
39.2 Unless otherwise agreed by the parties, a party or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not, without the prior written consent of the parties, disclose to a third party any such matter except:

a. for the purpose of making an application to any competent court of any State to enforce or challenge the Award;

b. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;

c. for the purpose of pursuing or enforcing a legal right or claim;

d. in compliance with the provisions of the laws of any State which are binding on the party making the disclosure or the request or requirement of any regulatory body or other authority;

e. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties; or

f. for the purpose of any application under Rule 7 or Rule 8 of these Rules.

39.3 In Rule 39.1, “matters relating to the proceedings” includes the existence of the proceedings, and the pleadings, evidence and other materials in the arbitral proceedings and all other documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

39.4 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.
40 Decisions of the President, the Court and the Registrar

40.1 Except as provided in these Rules, the decisions of the President, the Court and the Registrar with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal. The President, the Court and the Registrar shall not be required to provide reasons for such decisions, unless the Court determines otherwise or as may be provided in these Rules. The parties agree that the discussions and deliberations of the Court are confidential.

40.2 Save in respect of Rule 16.1 and Rule 28.1, the parties waive any right of appeal or review in respect of any decisions of the President, the Court and the Registrar to any State court or other judicial authority.

41 General Provisions

41.1 Any party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of these Rules, or of any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

41.2 In all matters not expressly provided for in these Rules, the President, the Court, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.

41.3 In the event of any discrepancy or inconsistency between the English version of these Rules and any other languages in which these Rules are published, the English version shall prevail.
Schedule 1

Emergency Arbitrator

1. A party that wishes to seek emergency interim relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal, file an application for emergency interim relief with the Registrar. The party shall, at the same time as it files the application for emergency interim relief, send a copy of the application to all other parties. The application for emergency interim relief shall include:

   a. the nature of the relief sought;
   
   b. the reasons why the party is entitled to such relief; and
   
   c. a statement certifying that all other parties have been provided with a copy of the application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties.

2. Any application for emergency interim relief shall be accompanied by payment of the non-refundable administration fee and the requisite deposits under these Rules towards the Emergency Arbitrator’s fees and expenses for proceedings pursuant to this Schedule 1. In appropriate cases, the Registrar may increase the amount of the deposits requested from the party making the application. If the additional deposits are not paid within the time limit set by the Registrar, the application shall be considered as withdrawn.

3. The President shall, if he determines that SIAC should accept the application for emergency interim relief, seek to appoint an Emergency Arbitrator within one day of receipt by the Registrar of such application and payment of the administration fee and deposits.

4. If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief.
Failing such an agreement, the seat of the proceedings for emergency interim relief shall be Singapore, without prejudice to the Tribunal’s determination of the seat of the arbitration under Rule 21.1.

5. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within two days of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

6. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.

7. The Emergency Arbitrator shall, as soon as possible but, in any event, within two days of his appointment, establish a schedule for consideration of the application for emergency interim relief. Such schedule shall provide a reasonable opportunity for the parties to be heard, but may provide for proceedings by telephone or video conference or on written submissions as alternatives to a hearing in person. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, without prejudice to the Tribunal’s determination.

8. The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary, including preliminary orders that may be made pending any hearing, telephone or video conference or written submissions by the parties. The Emergency Arbitrator shall give summary reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the preliminary order, the interim order or Award for good cause.

9. The Emergency Arbitrator shall make his interim order or Award within 14 days from the date of his appointment unless, in exceptional circumstances, the Registrar extends the time. No interim order or Award shall be made by the Emergency Arbitrator until it has been approved by the Registrar as to its form.
10. The Emergency Arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate any interim order or Award issued by the Emergency Arbitrator, including a ruling on his own jurisdiction. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or Award or when the Tribunal makes a final Award or if the claim is withdrawn.

11. Any interim order or Award by the Emergency Arbitrator may be conditioned on provision by the party seeking such relief of appropriate security.

12. The parties agree that an order or Award by an Emergency Arbitrator pursuant to this Schedule 1 shall be binding on the parties from the date it is made, and undertake to carry out the interim order or Award immediately and without delay. The parties also irrevocably waive their rights to any form of appeal, review or recourse to any State court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

13. The costs associated with any application pursuant to this Schedule 1 may initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

14. These Rules shall apply as appropriate to any proceeding pursuant to this Schedule 1, taking into account the urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal, review or recourse. The Registrar may abbreviate any time limits under these Rules in applications made pursuant to proceedings commenced under Rule 30.2 and Schedule 1.
**Schedule of Fees**

*(All sums stated are in Singapore dollars)*

This Schedule of Fees is effective as of 1 August 2016 and is applicable to all arbitrations commenced on or after 1 August 2016.

**Filing Fee** *(Non-Refundable)*

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Singapore Parties</strong></td>
<td>$2,140*</td>
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<tr>
<td><strong>Overseas Parties</strong></td>
<td>$2,000</td>
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* A filing fee is applicable to all arbitrations administered by SIAC, and to each claim or counterclaim.

* Fee includes 7% GST.

**Administration Fees**

The administration fee calculated in accordance with the Schedule below applies to all arbitrations administered by SIAC and is the maximum amount payable to SIAC.

<table>
<thead>
<tr>
<th>Sum in Dispute (S$)</th>
<th>Administration Fees (S$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50,000</td>
<td>3,800</td>
</tr>
<tr>
<td>50,001 to 100,000</td>
<td>3,800 + 2.200% excess over 50,000</td>
</tr>
<tr>
<td>100,001 to 500,000</td>
<td>4,900 + 1.200% excess over 100,000</td>
</tr>
<tr>
<td>500,001 to 1,000,000</td>
<td>9,700 + 1.000% excess over 500,000</td>
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<tr>
<td>1,000,001 to 2,000,000</td>
<td>14,700 + 0.650% excess over 1,000,000</td>
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<tr>
<td>2,000,001 to 5,000,000</td>
<td>21,200 + 0.320% excess over 2,000,000</td>
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<td>5,000,001 to 10,000,000</td>
<td>30,800 + 0.160% excess over 5,000,000</td>
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<td>10,000,001 to 50,000,000</td>
<td>38,800 + 0.095% excess over 10,000,000</td>
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<tr>
<td>50,000,001 to 80,000,000</td>
<td>76,800 + 0.040% excess over 50,000,000</td>
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<tr>
<td>80,000,001 to 100,000,000</td>
<td>88,800 + 0.031% excess over 80,000,000</td>
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<tr>
<td>Above 100,000,000</td>
<td>95,000</td>
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</table>

The administration fee does not include the following:

- Fees and expenses of the Tribunal;
- Usage cost of facilities and support services for and in connection with any hearing (e.g., hearing rooms and equipment, transcription and interpretation services); and
- SIAC’s administrative expenses.

SIAC will charge a minimum administration fee of S$3,800, payable for all cases, unless the Registrar otherwise determines.
## Arbitrator’s Fees

For arbitrations conducted pursuant to and administered under these Rules, the fee calculated in accordance with the Schedule below is the maximum amount payable to each arbitrator, unless the parties have agreed to an alternative method of determining the Tribunal’s fees pursuant to Rule 34.1.

<table>
<thead>
<tr>
<th>Sum in Dispute (S$)</th>
<th>Arbitrator’s Fees (S$)</th>
</tr>
</thead>
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<td>100,001 to 500,000</td>
<td>13,150 + 6.500% excess over 100,000</td>
</tr>
<tr>
<td>500,001 to 1,000,000</td>
<td>39,150 + 4.850% excess over 500,000</td>
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<td>90,900 + 1.200% excess over 2,000,000</td>
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<td>126,900 + 0.700% excess over 5,000,000</td>
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<td>161,900 + 0.300% excess over 10,000,000</td>
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<td>281,900 + 0.160% excess over 50,000,000</td>
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<td>100,000,001 to 500,000,000</td>
<td>344,900 + 0.065% excess over 100,000,000</td>
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<tr>
<td>Above 500,000,000</td>
<td>605,000 + 0.040% excess over 500,000,000 up to a maximum of 2,000,000</td>
</tr>
</tbody>
</table>

### Emergency Interim Relief Fees

The following fees shall be payable in an application for emergency interim relief under Rule 30.2 and Schedule 1 to these Rules:

An application under Rule 30.2 and Schedule 1 must be accompanied by a payment of the following:

1. **Administration Fee for Emergency Arbitrator Applications (Non-Refundable):**
   - **Singapore Parties**: S$5,350*
   - **Overseas Parties**: S$5,000
   *
   * Fee includes 7% GST.

2. **Emergency Arbitrator’s Fees and Deposits:** The deposits towards the Emergency Arbitrator’s fees and expenses shall be fixed at S$30,000, unless the Registrar determines otherwise pursuant to Schedule 1 to these Rules. The Emergency Arbitrator’s fees shall be fixed at S$25,000, unless the Registrar determines otherwise pursuant to Schedule 1 to these Rules.

### Challenge Fee (Non-Refundable)

A party submitting a notice of challenge shall make payment of the following challenge fee pursuant to Rule 15.3:

- **Singapore Parties**: S$8,560*
- **Overseas Parties**: S$8,000

* Fee includes 7% GST.
Other Fees

Arb-Med-Arb Fees

<table>
<thead>
<tr>
<th>Arbitration</th>
<th>$2,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arb-Med-Arb</td>
<td>Singapore Parties</td>
</tr>
<tr>
<td></td>
<td>Overseas Parties</td>
</tr>
</tbody>
</table>

* SIAC Fee includes 7% GST.

Appointment Fees (Non-Refundable)
The appointment fee is payable where a request for appointment of arbitrator(s) is made in an ad hoc case. The fee is payable by the party requesting the appointment. A request for appointment must be accompanied by payment of the appointment fee prescribed below.

<table>
<thead>
<tr>
<th>1 arbitrator</th>
<th>2 arbitrator</th>
<th>3 arbitrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Singapore Parties</td>
<td>$3,210*</td>
<td>$4,280*</td>
</tr>
<tr>
<td>Overseas Parties</td>
<td>$3,000</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

* SIAC Fee includes 7% GST.

Assessment or Taxation Fees
At the end of an arbitration, or after an issue has been decided in the course of the arbitration, the arbitrator usually makes an order for the legal cost incurred by a party (or a part of the legal cost) to be paid by the other party. The arbitrator usually fixes the amount of the cost to be paid.

SIAC prefers that the arbitrator does so. But if he or she does not do so, and the parties cannot agree on the amount, the Registrar of SIAC may be asked to assess the amount for the parties. This process is sometimes called "taxation" of costs. The party that requires the Registrar's services pays a fee according to the amount of costs claimed.

<table>
<thead>
<tr>
<th>Sum in Dispute (S$)</th>
<th>Assessment or Taxation Fees (S$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50,000</td>
<td>5,000</td>
</tr>
<tr>
<td>50,001 to 100,000</td>
<td>5,000 + 2% excess over 50,000</td>
</tr>
<tr>
<td>100,001 to 250,000</td>
<td>6,000 + 1.5% excess over 100,000</td>
</tr>
<tr>
<td>250,001 to 500,000</td>
<td>8,250 + 1% excess over 250,000</td>
</tr>
<tr>
<td>500,001 to 1,000,000</td>
<td>10,750 + 0.5% excess over 500,000</td>
</tr>
<tr>
<td>Above 1,000,000</td>
<td>13,250 + 0.25% excess over 1,000,000</td>
</tr>
<tr>
<td>Maximum</td>
<td>25,000</td>
</tr>
</tbody>
</table>

• The fee is payable at the time of request for taxation.
• The above fees do not include 7% GST as may be applicable.
• The above schedule of assessment or taxation fees is effective as of 1 August 2015.
SIAC Model Clause
(Revised as of 1 September 2015)

In drawing up international contracts, we recommend that parties include the following arbitration clause:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore].*

The Tribunal shall consist of ______________________ ** arbitrator(s).

The language of the arbitration shall be ______________________ .

Applicable Law Clause

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of ______________________ .***

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace “[Singapore]” with the city and country of choice (e.g., “[City, Country]”).

** State an odd number. Either state one, or state three.

*** State the country or jurisdiction.
**Expedited Procedure Model Clause**
(Revised as of 1 September 2015)

*In drawing up international contracts, we recommend that parties include the following arbitration clause:*

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules.

The seat of the arbitration shall be [Singapore]. *

The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be ____________________________ .

---

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").
SIAC-SIMC Arb-Med-Arb Protocol ("AMA Protocol")
(As of 5 November 2014)

1. This AMA Protocol shall apply to all disputes submitted to the Singapore International Arbitration Centre ("SIAC") for resolution under the Singapore Arb-Med-Arb Clause or other similar clause ("AMA Clause") and/or any dispute which parties have agreed to submit for resolution under this AMA Protocol. Under the AMA Protocol, parties agree that any dispute settled in the course of the mediation at the Singapore International Mediation Centre ("SIMC") shall fall within the scope of their arbitration agreement.

2. A party wishing to commence an arbitration under the AMA Clause shall file with the Registrar of SIAC a notice of arbitration in accordance with the arbitration rules applicable to the arbitration proceedings ("Arbitration Rules"), which Arbitration Rules shall be either: (i) the Arbitration Rules of the SIAC (as may be revised from time to time); or (ii) the UNCITRAL Arbitration Rules (as may be revised from time to time) where parties have agreed that SIAC shall administer such arbitration.

3. The Registrar of SIAC will inform SIMC of the arbitration commenced pursuant to an AMA Clause within 4 working days from the commencement of the arbitration, or within 4 working days from the agreement of the parties to refer their dispute to mediation under the AMA Protocol. SIAC will send to SIMC a copy of the notice of arbitration.

4. The Tribunal shall be constituted by SIAC in accordance with the Arbitration Rules and/or the parties' arbitration agreement.

5. The Tribunal shall, after the exchange of the Notice of Arbitration and Response to the Notice of Arbitration, stay the arbitration and inform the Registrar of SIAC that the case can be submitted for mediation at SIMC. The Registrar of SIAC will send the case file with all documents lodged by the parties to SIMC for mediation at SIMC.

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Arbitration Rules of the Singapore International Arbitration Centre
Upon SIMC’s receipt of the case file, SIMC will inform the Registrar of SIAC of the commencement of mediation at SIMC (the “Mediation Commencement Date”) pursuant to the SIMC Mediation Rules. All subsequent steps in the arbitration shall be stayed pending the outcome of mediation at SIMC.

6. The mediation conducted under the auspices of SIMC shall be completed within 8 weeks from the Mediation Commencement Date, unless, the Registrar of SIAC in consultation with the SIMC extends the time. For the purposes of calculating any time period in the arbitration proceeding, the time period will stop running at the Mediation Commencement Date and resume upon notification of the Registrar of SIAC to the Tribunal of the termination of the mediation proceeding.

7. At the termination of the 8-week period (unless the deadline is extended by the Registrar of SIAC) or in the event the dispute cannot be settled by mediation either partially or entirely at any time prior to the expiration of the 8-week period, SIMC shall promptly inform the Registrar of SIAC of the outcome of the mediation, if any.

8. In the event that the dispute has not been settled by mediation either partially or entirely, the Registrar of SIAC will inform the Tribunal that the arbitration proceeding shall resume. Upon the date of the Registrar’s notification to the Tribunal, the arbitration proceeding in respect of the dispute or remaining part of the dispute (as the case may be) shall resume in accordance with the Arbitration Rules.

9. In the event of a settlement of the dispute by mediation between the parties, SIMC shall inform the Registrar of SIAC that a settlement has been reached. If the parties request the Tribunal to record their settlement in the form of a consent award, the parties or the Registrar of the SIAC shall refer the settlement agreement to the Tribunal and the Tribunal may render a consent award on the terms agreed to by the parties.
Financial Matters

10. Parties shall pay a non-refundable case filing fee as set out in Appendix B of the SIMC Mediation Rules to SIAC for all cases under this AMA Protocol.

11. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, this filing fee is payable to SIAC upon the filing of the notice of arbitration. Otherwise, the portion of the filing fee remaining unpaid in respect of the mediation shall be payable to SIAC upon the submission of the case for mediation at SIMC.

12. Parties shall also pay to SIAC, upon request, an advance on the estimated costs of the arbitration ("Arbitration Advance") as well as administrative fees and expenses for the mediation ("Mediation Advance") in accordance with SIAC and SIMC’s respective Schedule of Fees (collectively “the Deposits”). The quantum of the Deposits will be determined by the Registrar of SIAC in consultation with SIMC.

13. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, the Mediation Advance shall be paid with the Arbitration Advance requested by SIAC. Otherwise, the Mediation Advance shall be paid upon the submission of the case for mediation at SIMC.

14. Without prejudice to the Arbitration Rules, any party is free to pay the Deposits of the other party, should the other party fail to pay its share. The Registrar of SIAC shall inform SIMC if the Deposits remain wholly or partially unpaid.

15. SIAC is authorised to make payment of the Mediation Advance to SIMC from the Deposits or the Arbitration Advance held by SIAC without further reference to the parties.
The Singapore Arb-Med-Arb Clause
(As of 1 September 2015)

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore].*

The Tribunal shall consist of __________________________** arbitrator(s).

The language of the arbitration shall be ________________________.

The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre ("SIMC"), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").

** State an odd number. Either state one, or state three.
Payment Information

1. Payments may be made by a local cheque payable to “Singapore International Arbitration Centre”. All cheques should be sent directly to:

   Singapore International Arbitration Centre
   28 Maxwell Road
   #03-01
   Singapore 069120
   Attn: Accounts Department

2. Payments may also be made by bank transfer to our bank account (please absorb bank charges). Details are as follows:

   Name of Beneficiary : Singapore International Arbitration Centre
   Name of Bank : United Overseas Bank Limited
   Bank Branch : Coleman Branch
   Bank address : 1 Coleman Street, #01-14 & B1-19,
                 The Adelphi, Singapore 179803
   Bank a/c : 302-313-540-8
   Swift code : UOVBSGSG

For easy identification of the remittance, parties are requested to include in their remittance details “Case Reference Number - Claimant / Respondent”. To help us with tracking the deposits, we request that you send us a copy of the remittance record as soon as the funds are transferred. Please note that SIAC’s policy is to accept payments from the party or its authorised representative (e.g. the party’s counsel).

Parties are advised to check with SIAC for the latest bank account details before making any bank transfer. For payments in currencies other than Singapore Dollars, parties are also advised to check with SIAC.
APPENDIX 8

HKIAC Procedural Rules 2013
ADMINISTERED
ARBITRATION RULES
HONG KONG INTERNATIONAL
ARBITRATION CENTRE
ADMINISTERED ARBITRATION RULES

Introduction

These Rules have been adopted by the Council of the Hong Kong International Arbitration Centre (HKIAC) for use by parties who seek the benefits of an administered arbitration.

Application

These Rules may be adopted in an arbitration agreement or by an agreement in writing at any time before or after a dispute has arisen. Provisions regarding the scope of application of these Rules are set out in Article 1.

Effectiveness

These Rules have been adopted to take effect from 1 November 2013, in accordance with the provisions of Article 1 of the Rules.

Suggested Clauses

1. The following model clause may be adopted by the parties to a contract who wish to refer any future disputes to arbitration in accordance with these Rules:

   "Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

   * The law of this arbitration clause shall be ... (Hong Kong law).

   The seat of arbitration shall be ... (Hong Kong).

   ** The number of arbitrators shall be ... (one or three).
   The arbitration proceedings shall be conducted in ... (insert language). *"
* Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identities of the parties to the arbitration clause. It does not replace the law governing the substantive contract.

** Optional

2. Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration under the HKIAC Administered Arbitration Rules, may agree to do so in the following terms:

*We, the undersigned, agree to refer to arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

* The law of this arbitration agreement shall be ... (Hong Kong law).

The seat of arbitration shall be ... (Hong Kong).

** The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language).

Signed: ____________________ (Claimant)

Signed: ____________________ (Respondent)

Date: ____________________ *

* Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration agreement potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration agreement and identities of the parties to the arbitration agreement. It does not replace the law governing the substantive contract.

** Optional
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SECTION I. GENERAL RULES

Article 1 – Scope of Application

1.1 These Rules shall govern arbitrations where an arbitration agreement (whether entered into before or after a dispute has arisen) either: (a) provides for these Rules to apply; or (b) subject to Articles 1.2 and 1.3 below, provides for arbitration “administered by HKIAC” or words to similar effect.

1.2 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming HKIAC as appointing authority, or from requesting certain administrative services from HKIAC, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by HKIAC from time to time.

1.3 Subject to Article 1.4, these Rules shall come into force on 1 November 2013 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date.

1.4 The provisions contained in Articles 23.1, 28, 29 and Schedule 4 shall not apply if the arbitration agreement was concluded before the date on which these Rules came into force, unless otherwise agreed by the parties.

Article 2 – Notices and Calculation of Periods of Time

2.1 Any notice or other written communication pursuant to these Rules shall be deemed to be received by a party or arbitrator or by HKIAC if:

(a) delivered by hand, registered post or courier service to

(i) the address of the addressee or its representative as notified in writing in the arbitration; or
(ii) in the absence of (i), to the address specified in any applicable agreement between the relevant parties; or

(iii) in the absence of (i) or (ii), to any address at which the addressee holds out to the world at the time of such delivery; or

(iv) in the absence of (i), (ii) or (iii), to any last known address of the addressee; or

(b) transmitted by facsimile, email or any other means of telecommunication that provides a record of its transmission, including the time and date, to:

(i) the facsimile number or email address (or equivalent) of that person or its representative as notified in the arbitration; or

(ii) in the absence of (i), to the facsimile number or email address (or equivalent) specified in any applicable agreement between the relevant parties; or

(iii) in the absence of (i) and (ii), to any facsimile number or email address (or equivalent) which the addressee holds out to the world at the time of such transmission.

22 Any such notice or written communication shall be deemed to be received on the earliest day when it is delivered pursuant to paragraph (a) above or transmitted pursuant to paragraph (b) above. For this purpose, the date shall be determined according to the local time at the place of receipt. Where such notice or written communication is being delivered or transmitted to more than one party, or more than one arbitrator, such notice or written communication shall be deemed to be received when it is delivered or transmitted pursuant to paragraph (a) or (b) above to the last intended recipient.
2.3 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received or deemed to be received. If the last day of such period is an official holiday or a non-business day at the place of receipt, the period shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time shall be included in calculating the period.

2.4 If the circumstances of the case so justify, HKIAC may amend the time limits provided for in these Rules, as well as any time limits that it has set. HKIAC shall not amend any time limits set by the arbitral tribunal unless it directs otherwise.

**Article 3 – Interpretation of Rules**

3.1 HKIAC shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by HKIAC, the arbitral tribunal’s interpretation shall prevail.

3.2 HKIAC has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. All decisions made by HKIAC under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.

3.3 References in the Rules to "HKIAC” are to the Council of HKIAC or any committee, sub-committee or other body or person specifically designated by it to perform the functions referred to herein, or, where applicable, to the Secretary General of HKIAC for the time being and other staff members of the Secretariat of HKIAC.

3.4 References in the Rules to "Claimant” include one or more claimants and references to "Respondent” include one or more respondents.

3.5 References to "additional party” include one or more additional parties and references to "party” or "parties” include claimants, respondents or additional parties.
3.6 References in the Rules to the "arbitral tribunal" include one or more arbitrators. Such references do not include an Emergency Arbitrator as defined at paragraph 1 of Schedule 4.

3.7 References in the Rules to "witness" include one or more witnesses and references to "expert" include one or more experts.

3.8 References in the Rules to "claim" or "counterclaim" include any claim or claims by any party against any other party. References to "defence" include any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off.

3.9 References in the Rules to "award" include, inter alia, an interim, interlocutory, partial or final award, save for any award made by an Emergency Arbitrator as referred to in Schedule 4.

3.10 References in the Rules to the "seat" of arbitration shall mean the place of arbitration as referred to in Article 20.1 of the UNCITRAL Model Law on International Commercial Arbitration as adopted on 21 June 1985 and as amended on 7 July 2006.

3.11 These Rules include all Schedules attached thereto as amended from time to time by HKIAC, in force on the date the Notice of Arbitration is submitted.

3.12 HKIAC may from time to time issue practice notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

3.13 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.
SECTION II. COMMENCEMENT OF THE ARBITRATION

Article 4 – Notice of Arbitration

4.1 The party initiating recourse to arbitration (hereinafter called the "Claimant") shall submit a Notice of Arbitration in writing to HKIAC at its address, facsimile number or email address.

4.2 An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC. For the avoidance of doubt, this date shall be determined in accordance with the provisions of Articles 2.1 and 2.2.

4.3 The Notice of Arbitration shall include the following:

(a) a demand that the dispute be referred to arbitration;

(b) the names and (in so far as known) the addresses, telephone and facsimile numbers, and email addresses of the parties and of their counsel;

(c) a copy of the arbitration agreement(s) invoked;

(d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises;

(e) a description of the general nature of the claim and an indication of the amount involved, if any;

(f) the relief or remedy sought;

(g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;

(h) the Claimant's proposal regarding the designation of a sole arbitrator under Article 7, or the Claimant's designation of an arbitrator under Article 8; and
(i) confirmation that copies of the Notice of Arbitration and any exhibits included therewith have been or are being served simultaneously on all other parties (hereinafter called the "Respondent") by one or more means of service to be identified in such confirmation.

4.4 The Notice of Arbitration shall be accompanied by payment, by cheque or transfer to the account of HKIAC, of the Registration Fee as required by Schedule 1.

4.5 The Notice of Arbitration shall be submitted in the language of the arbitration as agreed by the parties. If no agreement has been reached between the parties, the Notice of Arbitration shall be submitted in either English or Chinese.

4.6 The Notice of Arbitration may also include the Statement of Claim referred to in Article 16.

4.7 If the Notice of Arbitration is incomplete or if the Registration Fee is not paid, HKIAC may request the Claimant to remedy the defect within an appropriate period of time. If the Claimant complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Article 4.2 on the date the initial version was received by HKIAC. If the Claimant fails to comply, the Notice of Arbitration shall be deemed not to have been validly submitted and the arbitration shall be deemed not to have commenced under Article 4.2 without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.

4.8 The Claimant shall notify and lodge documentary verification with HKIAC of the date of receipt by the Respondent of the Notice of Arbitration and any exhibits included therewith.
Article 5 – Answer to the Notice of Arbitration

5.1 Within 30 days from receipt of the Notice of Arbitration, the Respondent shall submit to HKIAC an Answer to the Notice of Arbitration. This Answer to the Notice of Arbitration shall include the following:

(a) the name, address, telephone and facsimile numbers, and email address of the Respondent and of its counsel (if different from the description contained in the Notice of Arbitration);

(b) any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;

(c) the Respondent’s comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e);

(d) the Respondent’s answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);

(e) the Respondent’s proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;

(f) the parties’ joint designation of a sole arbitrator under Article 7 or the Respondent’s designation of an arbitrator under Article 8; and

(g) confirmation that copies of the Answer to the Notice of Arbitration and any exhibits included therewith have been or are being served simultaneously on all other parties to the arbitration by one or more means of service to be identified in such confirmation.

5.2 The Answer to the Notice of Arbitration shall be submitted in the language of the arbitration as agreed by the parties. If no agreement has been reached between the parties, the Answer to the Notice of Arbitration shall be submitted in either English or Chinese.
5.3 The Answer to the Notice of Arbitration may also include the Statement of Defence referred to in Article 17, if the Notice of Arbitration contained the Statement of Claim referred to in Article 16.

5.4 Any counterclaim or set-off defence shall to the extent possible be raised with the Respondent’s Answer to the Notice of Arbitration, which should include in relation to any such counterclaim or set-off defence:

(a) a reference to the contract(s) or other legal instrument(s) out of or in relation to which it arises;

(b) a description of the general nature of the counterclaim and/or set-off defence and an indication of the amount involved, if any;

(c) the relief or remedy sought.

5.5 If no counterclaim or set-off defence is raised with the Respondent’s Answer to the Notice of Arbitration, or if there is no indication of the amount of the counterclaim or set-off, HKIAO shall rely upon the information provided by the Claimant pursuant to Article 4.5(e) for its determination of:

(a) HKIAO’s Administrative Fees referred to in Article 33.1(f) and Schedule 1;

(b) the arbitral tribunal’s fees (where Article 10.1(b) and Schedule 3 applies); and

(c) whether the provisions of Article 41 (the "Expedited Procedure") may be applicable.

5.6 Once the Registration Fee has been paid and the arbitral tribunal has been confirmed, HKIAO shall transmit the file to the arbitral tribunal.
SECTION III. THE ARBITRAL
TRIBUNAL

Article 6 – Number of Arbitrators

6.1 If the parties have not agreed upon the number of arbitrators, HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the circumstances of the case.

6.2 Where a case is handled under an Expedited Procedure in accordance with Article 41, the provisions of Article 41.2(a) and (b) shall apply.

Article 7 – Appointment of a Sole Arbitrator

7.1 Unless the parties have agreed otherwise and subject to Articles 9, 10, 11.1 to 11.4:

(a) where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within 30 days from the date when the Notice of Arbitration was received by the Respondent;

(b) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to a sole arbitrator, the parties shall jointly designate the sole arbitrator within 30 days from the date when HKIAC’s decision was received by the last of them.

7.2 If the parties fail to designate the sole arbitrator within the applicable time limit, HKIAC shall appoint the sole arbitrator.
Article 8 – Appointment of Three Arbitrators

8.1 Where a dispute between two parties is referred to three arbitrators, the arbitral tribunal shall be constituted as follows unless the parties have agreed otherwise:

(a) where the parties have agreed that the dispute shall be referred to three arbitrators, each party shall designate, in the Notice of Arbitration and the Answer to the Notice of Arbitration, respectively, one arbitrator. If either party fails to designate an arbitrator, HKIAC shall appoint the arbitrator;

(b) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to three arbitrators, the Claimant shall designate an arbitrator within 15 days from receipt of HKIAC's decision, and the Respondent shall designate an arbitrator within 15 days from receipt of notification of the Claimant's designation. If a party fails to designate an arbitrator, HKIAC shall appoint the arbitrator;

(c) the two arbitrators so appointed shall designate a third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal. Failing such designation within 30 days from the confirmation of the second arbitrator, HKIAC shall appoint the presiding arbitrator.

8.2 Where there are more than two parties to the arbitration and the dispute is to be referred to three arbitrators, the arbitral tribunal shall be constituted as follows unless the parties have agreed otherwise:

(a) the Claimant or group of Claimants shall designate an arbitrator and the Respondent or group of Respondents shall designate an arbitrator in accordance with the procedure in Article 8.1(a) or (b), as applicable;

(b) if the parties have designated arbitrators in accordance with Article 8.2(a), the procedure in Article 8.1(c) shall apply to the designation of the presiding arbitrator;
(c) In the event of any failure to designate arbitrators under Article 3.2(a) or if the parties do not all agree in writing that they represent two separate sides (as Claimant(s) and Respondent(s) respectively) for the purposes of designating arbitrators, HKIAC may appoint all members of the arbitral tribunal without regard to any party’s designation.

3.3 Appointment of the arbitral tribunal pursuant to Article 3.1 or 3.2 shall be subject to Articles 9, 10 and 11.1 to 11.4.

Article 9 – Confirmation of the Arbitral Tribunal

9.1 All designations of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by HKIAC, upon which the appointments shall become effective.

9.2 The designation of an arbitrator shall be confirmed on the terms of:

(a) Schedule 2; or

(b) Schedule 3;

as applicable, in accordance with Article 10 and subject to any variations agreed by all parties and any changes HKIAC considers appropriate.

Article 10 – Fees and Expenses of the Arbitral Tribunal

10.1 The fees and expenses of the arbitral tribunal shall be determined according to either:

(a) an hourly rate in accordance with Schedule 2, including the terms and conditions contained therein; or

(b) the schedule of fees based on the sum in dispute referred to in Schedule 3, including the terms and conditions contained therein.
The parties shall agree the method for determining the fees and expenses of the arbitral tribunal, and shall inform HKIAC of the applicable method within 30 days of the date on which the Respondent receives the Notice of Arbitration. If the parties fail to agree on the applicable method, the arbitral tribunal’s fees and expenses shall be determined in accordance with the terms of Schedule 2.

10.2 Where the fees of the arbitral tribunal are to be determined in accordance with Schedule 2,

(a) the applicable rate for each co-arbitrator shall be the rate agreed between that co-arbitrator and the designating party;

(b) the applicable rate for a sole or presiding arbitrator shall be the rate agreed between that arbitrator and the parties,

subject to paragraphs 9.3 and 9.5 of Schedule 2. Where the parties fail to agree the rate of an arbitrator, HKIAC may determine the rate.

10.3 Where the fees of the arbitral tribunal are determined in conformity with Schedule 3, such fees shall be fixed by HKIAC in accordance with that Schedule and the following rules:

(a) the fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitral tribunal and any secretary appointed under Article 13.4, and any other circumstances of the case, including, but not limited to, the discontinuation of the arbitration in case of settlement or for any other reason;

(b) where a case is referred to three arbitrators, HKIAC, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a sole arbitrator;
(c) the arbitral tribunal’s fees may exceed the amounts calculated in accordance with Schedule 3 where in the opinion of HKIAC there are exceptional circumstances, which shall include but shall not be limited to the parties conducting the arbitration in a manner not reasonably contemplated by the arbitral tribunal at the time of appointment.

Article 11 – Qualifications and Challenge of the Arbitral Tribunal

11.1 An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.

11.2 Subject to Article 11.3, as a general rule, where the parties to an arbitration under these Rules are of different nationalities, a sole arbitrator or the presiding arbitrator of an arbitral tribunal shall not have the same nationality as any party unless specifically agreed otherwise by all parties in writing.

11.3 Notwithstanding the general rule in Article 11.2, in appropriate circumstances and provided that none of the parties objects within a time limit set by HKIAC, the sole arbitrator or the presiding arbitrator of the arbitral tribunal may be of the same nationality as any of the parties.

11.4 Before confirmation, a prospective arbitrator shall (a) sign a statement confirming his or her availability to decide the dispute and his or her impartiality and independence; and (b) disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, once confirmed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.
11.5 No party or its representatives shall have any ex parte communication relating to the arbitration with any arbitrator, or with any candidate to be designated as arbitrator by a party, except to advise the candidate of the general nature of the dispute, to discuss the candidate’s qualifications, availability, impartiality or independence, or to discuss the suitability of candidates for the designation of a third arbitrator, where the parties or party-designated arbitrators are to designate that arbitrator. No party or its representatives shall have any ex parte communication relating to the arbitration with any candidate for the presiding arbitrator.

11.6 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay. A party may challenge the arbitrator designated by it or in whose appointment it has participated only for reasons of which it becomes aware after the designation has been made.

11.7 A party who intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation of that arbitrator has been notified to the challenging party or within 15 days after that party became aware or ought reasonably to have become aware of the circumstances mentioned in Article 11.6.

11.8 The challenge shall be notified to HKIAC, all other parties, the arbitrator who is challenged and the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.

11.9 Unless the arbitrator being challenged withdraws or the non-challenging party agrees to the challenge within 15 days from receipt of the notice of challenge, HKIAC shall decide on the challenge. Pending the determination of the challenge, the arbitral tribunal (including the challenged arbitrator) may continue the arbitration.

11.10 If an arbitrator withdraws or a party agrees to a challenge under Article 11.9, no acceptance of the validity of any ground referred to in Article 11.6 shall be implied.
Article 12 – Replacement of an Arbitrator

12.1 Subject to Articles 12.2, 27.11 and 28.6, where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed pursuant to the rules that were applicable to the appointment of the arbitrator being replaced. These rules shall apply even if during the process of appointing the arbitrator being replaced, a party had failed to exercise its right to designate or to participate in the appointment.

12.2 If, at the request of a party, HKIAC determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to designate a substitute arbitrator, HKIAC may, after giving an opportunity to the parties and the remaining arbitrators to express their views:

(a) appoint the substitute arbitrator; or

(b) after the proceedings are declared closed under Article 30.1, authorise the other arbitrators to proceed with the arbitration and make any decision or award.

12.3 If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.
SECTION IV. CONDUCT OF ARBITRATION

Article 13 - General Provisions

13.1 Subject to these Rules, the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary delay or expense, having regard to the complexity of the issues and the amount in dispute, and provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case.

13.2 At an early stage of the arbitration and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitration, which shall be provided to the parties and HKIAC.

13.3 Subject to Article 11.5, all documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other parties and HKIAC.

13.4 The arbitral tribunal may, after consulting with the parties, appoint a secretary. The secretary shall remain at all times impartial and independent of the parties, and shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence prior to his or her appointment. A secretary, once appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.

13.5 The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.

13.6 The parties may be represented by persons of their choice, subject to Article 13.5. The names, addresses, telephone and facsimile numbers, and email addresses of party representatives shall be communicated in writing to the other parties and HKIAC. The arbitral tribunal or HKIAC may require proof of authority of any party representatives.
13.7 In all matters not expressly provided for in these Rules, HKIAO, the arbitral tribunal and the parties shall act in the spirit of these Rules.

13.8 The arbitral tribunal shall make every reasonable effort to ensure that an award is valid.

**Article 14 – Seat and Venue of the Arbitration**

14.1 The parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.

14.2 Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat.

**Article 15 – Language**

15.1 Subject to agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages of the arbitration. This determination shall apply to the Statement of Claim, the Statement of Defence, any further written statements, any award, and, if oral hearings take place, to the language or languages to be used in such hearings.

15.2 The arbitral tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the arbitration, delivered in their original language, shall be accompanied by a translation into the language or languages of the arbitration agreed upon by the parties or determined by the arbitral tribunal.
Article 16 – Statement of Claim

16.1 Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim), the Claimant shall communicate its Statement of Claim in writing to all other parties and to each member of the arbitral tribunal within a period of time to be determined by the arbitral tribunal.

16.2 The Statement of Claim shall include the following particulars:

(a) the names, addresses, telephone and facsimile numbers and email addresses of the parties;

(b) a statement of the facts supporting the claim;

(c) the points at issue;

(d) the legal arguments supporting the claim; and

(e) the relief or remedy sought.

16.3 The Claimant shall annex to its Statement of Claim all documents on which it relies.

16.4 The arbitral tribunal may vary any of the requirements referred to in Article 16 as it considers fit.

Article 17 – Statement of Defence

17.1 Unless the Statement of Defence was contained in the Answer to the Notice of Arbitration (or the Respondent elects to treat the Answer to the Notice of Arbitration as the Statement of Defence), the Respondent shall communicate its Statement of Defence in writing to all other parties and to each member of the arbitral tribunal within a period of time to be determined by the arbitral tribunal.

17.2 The Statement of Defence shall reply to the particulars of the Statement of Claim (set out in Article 16.2(b), (c) and (d)). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection.
17.3 Where there is a counterclaim or a set-off defence, the Statement of Defence shall also include the following particulars:

(a) a statement of the facts supporting the counterclaim or set-off defence;
(b) the points at issue;
(c) the legal arguments supporting the counterclaim or set-off defence; and
(d) the relief or remedy sought.

17.4 The Respondent shall annex to its Statement of Defence all documents on which it relies.

17.5 The arbitral tribunal may vary any of the requirements referred to in Article 17 as it considers fit.

Article 18 – Amendments to the Claim or Defence

18.1 During the course of the arbitration a party may amend or supplement its claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal.

18.2 HKIAO may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) if a party amends its claim or defence.
Article 19 – Jurisdiction of the Arbitral Tribunal

19.1 The arbitral tribunal may rule on its own jurisdiction under these Rules, including any objections with respect to the existence, validity or scope of the arbitration agreement(s).

19.2 The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of Article 19, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.

19.3 A plea that the arbitral tribunal does not have jurisdiction shall be raised if possible in the Answer to the Notice of Arbitration, and shall be raised no later than in the Statement of Defence referred to in Article 17, or, with respect to a counterclaim, in the Reply to the Counterclaim. A party is not precluded from raising such a plea by the fact that it has designated, or participated in the designation of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

19.4 If a question arises as to the existence, validity or scope of the arbitration agreement(s) or to the competence of HKIAC to administer an arbitration before the constitution of the arbitral tribunal, HKIAC may decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that HKIAC is satisfied, prima facie, that an arbitration agreement under the Rules may exist. Any question as to the jurisdiction of the arbitral tribunal shall be decided by the arbitral tribunal once confirmed pursuant to Article 19.1.
19.5 HKIAC's decision pursuant to Article 19.4 is without prejudice to the admissibility or merits of any party's pleas.

Article 20 – Further Written Statements

The arbitral tribunal shall decide which further written statements, if any, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall set the periods of time for communicating such statements.

Article 21 – Periods of Time

The periods of time set by the arbitral tribunal for the communication of written statements (including the Statement of Claim and Statement of Defence) should not exceed 45 days. However, the arbitral tribunal may, even in circumstances where the relevant period has already expired, extend time limits if it concludes that an extension is justified.

Article 22 – Evidence and Hearings

22.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.

22.2 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.

22.3 At any time during the arbitration the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.
22.4 The arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral arguments, or whether the arbitration shall be conducted on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party or if it considers fit. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the relevant date, time and place.

22.5 Any person may be a witness or an expert. If a witness or expert is to be heard, each party shall communicate to the arbitral tribunal and to the other party the name and address of the witness or expert it intends to present, and the subject upon and the language in which such witness or expert will give his or her testimony, within such time as shall be agreed or as shall be specified by the arbitral tribunal.

22.6 The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary in the circumstances of the case.

22.7 Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require any witness or expert to leave the hearing room at any time during the hearing. The arbitral tribunal is free to determine the manner in which a witness or expert is examined.

**Article 23 – Interim Measures of Protection and Emergency Relief**

23.1 A party may apply for urgent interim or conservatory relief (the "Emergency Relief") prior to the constitution of the arbitral tribunal pursuant to the procedures set out in Schedule 4 (the "Emergency Arbitrator Procedures").

23.2 At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.
23.3 An interim measure, whether in the form of an order or award or in another form, is any temporary measure ordered by the arbitral tribunal at any time prior to the issuance of the award by which the dispute is finally decided, that a party, for example and without limitation:

(a) maintain or restore the status quo pending determination of the dispute;

(b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;

(c) provide means of preserving assets out of which a subsequent award may be satisfied; or

(d) preserve evidence that may be relevant and material to the resolution of the dispute.

23.4 When deciding a party’s request for an interim measure under Article 23.2, the arbitral tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to:

(a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

(b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

23.5 The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal’s own initiative.

23.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
23.7 The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted.

23.8 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the arbitration.

23.9 A request for interim measures addressed by any party to a competent judicial authority shall not be deemed incompatible with the arbitration agreement(s), or as a waiver thereof.

Article 24 – Security for Costs

The arbitral tribunal may make an order requiring a party to provide security for the costs of the arbitration.

Article 25 – Tribunal-Appointed Experts

25.1 To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. The arbitral tribunal may meet privately with any tribunal-appointed expert. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the arbitral tribunal. The arbitral tribunal shall establish terms of reference for the expert, and shall communicate a copy of the expert’s terms of reference to the parties and HKIAC.

25.2 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
26.3 Upon receipt of the expert's report, the arbitral tribunal shall send a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.

26.4 At the request of either party the expert, after delivery of the report, shall attend a hearing at which the parties shall have the opportunity to be present and to examine the expert. At this hearing either party may present experts in order to testify on the points at issue. The provisions of Articles 22.2 to 22.7 shall be applicable to such proceedings.

26.5 The provisions of Article 11 shall apply by analogy to any expert appointed by the arbitral tribunal.

Article 26 – Default

26.1 If, within the period of time set by the arbitral tribunal, the Claimant has failed to communicate its Statement of Claim without showing sufficient cause for such failure, the arbitral tribunal shall give an order for the termination of the arbitration unless the Respondent has brought a counterclaim and wishes the arbitration to continue, in which case the tribunal may proceed with the arbitration in respect of the counterclaim.

26.2 If, within the period of time set by the arbitral tribunal, the Respondent has failed to communicate its Statement of Defence without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

26.3 If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and make an award on the basis of the evidence before it.
Article 27 – Joinder of Additional Parties

27.1 The arbitral tribunal shall have the power to allow an additional party to be joined to the arbitration provided that, prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29.

27.2 The arbitral tribunal's decision pursuant to Article 27.1 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

27.3 A party wishing to join an additional party to the arbitration shall submit a Request for Joinder to HKIAC. HKIAC may fix a time limit for the submission of a Request for Joinder.

27.4 The Request for Joinder shall include the following:

(a) the case reference of the existing arbitration;
(b) the names and addresses, telephone and facsimile numbers, and email addresses of each of the parties, including the additional party;
(c) a request that the additional party be joined to the arbitration;
(d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the request arises;
(e) a statement of the facts supporting the request;
(f) the points at issue;
(g) the legal arguments supporting the request;
(h) the relief or remedy sought; and
(i) confirmation that copies of the Request for Joinder and any exhibits included therewith have been or are being served simultaneously on all other parties and the arbitral tribunal, where applicable, by one or more means of service to be identified in such confirmation.
A copy of the contract(s), and of the arbitration agreement(s) if not contained in the contract(s), shall be annexed to the Request for Joinder.

27.5 Within 15 days of receiving the Request for Joinder, the additional party shall submit to HKIAC an Answer to the Request for Joinder. The Answer to the Request for Joinder shall include the following:

(a) the name, address, telephone and facsimile numbers, and email address of the additional party and its counsel (if different from the description contained in the Request for Joinder);

(b) any plea that the arbitral tribunal has been improperly constituted and/or lacks jurisdiction over the additional party;

(c) the additional party’s comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.4(a) to (g);

(d) the additional party’s answer to the relief or remedy sought in the Request for Joinder, pursuant to Article 27.4(h);

(e) details of any claims by the additional party against any other party to the arbitration; and

(f) confirmation that copies of the Answer to the Request for Joinder and any exhibits included therewith have been or are being served simultaneously on all other parties and the arbitral tribunal, where applicable, by one or more means of service to be identified in such confirmation.

27.6 A third party wishing to be joined as an additional party to the arbitration shall submit a Request for Joinder to HKIAC. The provisions of Article 27.4 shall apply to such Request for Joinder.
27.7 Within 18 days of receiving a Request for Joinder pursuant to Article 27.3 or 27.6, the parties shall submit their comments on the Request for Joinder to HKIAO. Such comments may include (without limitation) the following particulars:

(a) any plea that the arbitral tribunal lacks jurisdiction over the additional party;

(b) comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.4(a) to (g);

(c) answer to the relief or remedy sought in the Request for Joinder, pursuant to Article 27.4(h);

(d) details of any claims against the additional party; and

(e) confirmation that copies of the comments have been or are being served simultaneously on all other parties and the arbitral tribunal, where applicable, by one or more means of service to be identified in such confirmation.

27.8 Where HKIAO receives a Request for Joinder before the date on which the arbitral tribunal is confirmed, HKIAO may decide whether, prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29. If so, HKIAO may join the additional party to the arbitration. Any question as to the jurisdiction of the arbitral tribunal arising from HKIAO’s decision under this Article 27.8 shall be decided by the arbitral tribunal once confirmed, pursuant to Article 19.1.

27.9 HKIAO’s decision pursuant to Article 27.8 is without prejudice to the admissibility or merits of any party’s pleas.

27.10 Where an additional party is joined to the arbitration, the date on which the Request for Joinder is received by HKIAO shall be deemed to be the date on which the arbitration in respect of the additional party commences.
27.11 Where an additional party is joined to the arbitration before the date on which the arbitral tribunal is confirmed, all parties to the arbitration shall be deemed to have waived their right to designate an arbitrator, and HKIAO may revoke the appointment of any arbitrators already designated or confirmed. In these circumstances, HKIAO shall appoint the arbitral tribunal.

27.12 The revocation of the appointment of an arbitrator under Article 27.11 is without prejudice to:

(a) the validity of any act done or order made by that arbitrator before his or her appointment was revoked; and

(b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable.

27.13 The parties waive any objection, on the basis of any decision to join an additional party to the arbitration, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration, in so far as such waiver can validly be made.

27.14 HKIAO may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) after a Request for Joinder has been submitted.

Article 28 – Consolidation of Arbitrations

28.1 HKIAO shall have the power, at the request of a party (the “Request for Consolidation”) and after consulting with the parties and any confirmed arbitrators, to consolidate two or more arbitrations pending under these Rules where:

(a) the parties agree to consolidate; or

(b) all of the claims in the arbitrations are made under the same arbitration agreement; or
(c) the claims are made under more than one arbitration agreement, a common question of law or fact arises in both or all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or series of transactions, and HKIAC finds the arbitration agreements to be compatible.

28.2 The party making the request shall provide copies of the Request for Consolidation to all other parties and to any confirmed arbitrators.

28.3 In deciding whether to consolidate, HKIAC shall take into account the circumstances of the case. Relevant factors may include, but are not limited to, whether one or more arbitrators have been designated or confirmed in more than one of the arbitrations, and if so, whether the same or different arbitrators have been confirmed.

28.4 Where HKIAC decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or HKIAC decides otherwise taking into account the circumstances of the case. HKIAC shall provide copies of such decision to all parties and to any confirmed arbitrators in all arbitrations.

28.5 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a court in support of the relevant arbitration before it was consolidated.

28.6 Where HKIAC decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator, and HKIAC may revoke the appointment of any arbitrator already designated or confirmed. In these circumstances, HKIAC shall appoint the arbitral tribunal in respect of the consolidated proceedings.

28.7 The revocation of the appointment of an arbitrator under Article 28.6 is without prejudice to:

(a) the validity of any act done or order made by that arbitrator before his or her appointment was revoked;
(b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable; and

(c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

23.8 The parties waive any objection, on the basis of HKIAO’s decision to consolidate, to the validity and/or enforcement of any award made by the arbitral tribunal in the consolidated proceedings, in so far as such waiver can validly be made.

23.9 HKIAO may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) after a Request for Consolidation has been submitted.

Article 29 – Single Arbitration under Multiple Contracts

29.1 Claims arising out of or in connection with more than one contract may be made in a single arbitration, provided that:

(a) all parties to the arbitration are bound by each arbitration agreement giving rise to the arbitration;

(b) a common question of law or fact arises under each arbitration agreement giving rise to the arbitration;

(c) the rights to relief claimed are in respect of, or arise out of, the same transaction or series of transactions; and

(d) the arbitration agreements under which those claims are made are compatible.

29.2 The parties waive any objection, on the basis of the commencement of a single arbitration under Article 29, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration, in so far as such waiver can validly be made.
Article 30 – Closure of Proceedings

30.1 When it is satisfied that the parties have had a reasonable opportunity to present their case, the arbitral tribunal shall declare the proceedings closed. Thereafter, no further submission or argument may be made, or evidence produced, unless the tribunal reopen the proceedings in accordance with Article 30.2.

30.2 The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

Article 31 – Waiver

A party who knows or ought reasonably to know that any provision of, or requirement arising under, these Rules (including the arbitration agreement(s)) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.
SECTION V. AWARDS, DECISIONS AND ORDERS OF THE ARBITRAL TRIBUNAL

Article 32 – Decisions

32.1 When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.

32.2 With the prior agreement of all members of the arbitral tribunal, the presiding arbitrator may make procedural rulings alone.

Article 33 – Costs of the Arbitration

33.1 The arbitral tribunal shall determine the costs of the arbitration in its award. The term “costs of the arbitration” includes only:

(a) the fees of the arbitral tribunal, as determined in accordance with Article 10;

(b) the reasonable travel and other expenses incurred by the arbitral tribunal;

(c) the reasonable costs of expert advice and of other assistance required by the arbitral tribunal;

(d) the reasonable travel and other expenses of witnesses and experts;

(e) the reasonable costs for legal representation and assistance if such costs were claimed during the arbitration;

(f) the Registration Fee and Administrative Fees payable to HKIAC in accordance with Schedule 1.

33.2 The arbitral tribunal may apportion all or part of the costs of the arbitration referred to in Article 33.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
35.3 With respect to the costs of legal representation and assistance referred to in Article 33.1(e), the arbitral tribunal, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.

35.4 Where arbitrations are consolidated pursuant to Article 28, the arbitral tribunal in the consolidated arbitration shall allocate the costs of the arbitration in accordance with Article 35.2 and 35.3. Such costs shall include, but shall not be limited to, the fees of any arbitral tribunal designated or confirmed and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.

35.5 When the arbitral tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it or HKIAC shall determine the costs of the arbitration referred to in Article 33.1, in the text of that order or award.

**Article 34 – Form and Effect of the Award**

34.1 The arbitral tribunal may make a single award or separate awards regarding different issues at different times and in respect of all parties involved in the arbitration in the form of interim, interlocutory, partial or final awards. If appropriate, the arbitral tribunal may also issue interim awards on costs.

34.2 Awards shall be made in writing and shall be final and binding on the parties and any person claiming through or under any of the parties. The parties and any such person shall be deemed to have waived their rights to any form of recourse or defence in respect of enforcement and execution of any award, in so far as such waiver can validly be made.

34.3 The parties undertake to comply without delay with any award or order made by the arbitral tribunal, including any award or order made in any consolidated proceedings under Article 28 or any arbitration under Article 29.
34.4 An award shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.

34.5 An award shall be signed by the arbitral tribunal. It shall state the date on which it was made and the seat of arbitration as determined under Article 14 and shall be deemed to have been made at the seat of the arbitration. Where there are three arbitrators and any of them fails to sign, the award shall state the reason for the absence of the signature(s).

34.6 Subject to any lien, originals of the award signed by the arbitrators and affixed with the seal of HKIAC shall be communicated to the parties and HKIAC by the arbitral tribunal. HKIAC shall be supplied with an original copy of the award.

Article 35 – Applicable Law, Amiable Compositeur

35.1 The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties. Any designation of the law or legal system of a given jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction and not to its conflict of laws rules. Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.

35.2 The arbitral tribunal shall decide as amiable compositeur or ex aequo et bino only if the parties have expressly agreed that the arbitral tribunal should do so.

35.3 In all cases, the arbitral tribunal shall decide the case in accordance with the terms of the relevant contract(s) and may take into account the usages of the trade applicable to the transaction(s).
Article 36 – Settlement or Other Grounds for Termination

30.1 If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by both parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

30.2 If, before the award is made, the continuation of the arbitration becomes unnecessary or impossible for any reason not mentioned in Article 30.1, the arbitral tribunal shall issue an order for the termination of the arbitration. The arbitral tribunal shall issue such an order unless a party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.

30.3 Copies of the order for termination of the arbitration or of the arbitral award on agreed terms, signed by the arbitral tribunal, shall be communicated by the arbitral tribunal to the parties and HKIAO. Where an arbitral award on agreed terms is made, the provisions of Articles 34.2, 34.3, 34.5 and 34.6 shall apply.

Article 37 – Correction of the Award

37.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for the other party to comment on such request.

37.2 The arbitral tribunal shall make any corrections it considers appropriate within 30 days after receipt of the request but may extend such period of time if necessary.
37.3 The arbitral tribunal may within 30 days after the date of the award make such corrections on its own initiative.

37.4 The arbitral tribunal has the power to make any further correction to the award which is necessitated by or consequential on (a) the interpretation of any point or part of the award under Article 38; or (b) the issue of any additional award under Article 39.

37.5 Such corrections shall be in writing, and the provisions of Articles 34.2 to 34.6 shall apply.

Article 38 – Interpretation of the Award

38.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for the other party to comment on such request.

38.2 Any interpretation considered appropriate by the arbitral tribunal shall be given in writing within 30 days after receipt of the request but the tribunal may extend such period of time if necessary.

38.3 The arbitral tribunal has the power to give any further interpretation of the award which is necessitated by or consequential on (a) the correction of any error in the award under Article 37; or (b) the issue of any additional award under Article 39.

38.4 Any interpretation given under Article 38 shall form part of the award and the provisions of Articles 34.2 to 34.6 shall apply.
Article 39 – Additional Award

39.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitration but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for the other party to comment on such request.

39.2 If the arbitral tribunal considers the request for an additional award to be justified, it shall make the additional award within 60 days after receipt of the request but may extend such period of time if necessary.

39.3 The arbitral tribunal has the power to make an additional award which is necessitated by or consequential on (a) the correction of any error in the award under Article 37; or (b) the interpretation of any point or part of the award under Article 38.

39.4 When an additional award is made, the provisions of Articles 34.2 to 34.6 shall apply.

Article 40 – Deposits for Costs

40.1 As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall, in principle, request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs referred to in Article 33.1, paragraphs (a), (b), (c) and (f). HKIAC shall provide a copy of such request to the arbitral tribunal.

40.2 Where a Respondent submits a counterclaim, or it otherwise appears appropriate in the circumstances, HKIAC may request separate deposits.

40.3 During the course of the arbitration HKIAC may request the parties to make supplementary deposits with HKIAC. HKIAC shall provide a copy of such request(s) to the arbitral tribunal.
40.4 If the required deposits are not paid in full to HKIAC within 30 days after receipt of the request, HKIAC shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the tribunal considers fit.

40.5 In its final award, the arbitral tribunal shall render an account to the parties of the deposits received by HKIAC. Any unexpended balance shall be returned to the parties by HKIAC.

40.6 HKIAC shall place the deposit(s) made by the parties in interest bearing deposit account(s) at a reputable licensed Hong Kong deposit-taking institution. In selecting the account(s), HKIAC shall have due regard to the possible need to make the deposited funds available immediately.
SECTION VI. OTHER PROVISIONS

Article 41 – Expedited Procedure

41.1 Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC in writing for the arbitration to be conducted in accordance with Article 41.2 where:

(a) the amount in dispute representing the aggregate of any claim and counterclaim (or any set-off defence) does not exceed HKD 25,000,000 (twenty-five million Hong Kong Dollars); or

(b) the parties so agree; or

(c) in cases of exceptional urgency.

41.2 When HKIAC, after considering the views of the parties, grants an application made pursuant to Article 41.1, the arbitral proceedings shall be conducted in accordance with an Expedited Procedure based upon the foregoing provisions of these Rules, subject to the following changes:

(a) the case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;

(b) if the arbitration agreement provides for three arbitrators, HKIAC shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree, the case shall be referred to three arbitrators;

(c) HKIAC may shorten the time limits provided for in the Rules, as well as any time limits that it has set;

(d) after the submission of the Answer to the Notice of Arbitration, the parties shall in principle be entitled to submit one Statement of Claim and one Statement of Defence (and Counterclaim) and, where applicable, one Statement of Defence in reply to the Counterclaim;

(e) the arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is appropriate to hold one or more hearings;
(f) the award shall be made within six months from the date when HKIAC transmitted the file to the arbitral tribunal. In exceptional circumstances, HKIAC may extend this time limit;

(g) the arbitral tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

41.3 Unless the parties agree otherwise, the Expedited Procedure contained in Article 41 shall not apply to any consolidated proceedings under Article 29 or to any arbitration commenced under Article 29.

Article 42 – Confidentiality

42.1 Unless otherwise agreed by the parties, no party may publish, disclose or communicate any information relating to:

(a) the arbitration under the arbitration agreement(s); or

(b) an award made in the arbitration.

42.2 The provisions of Article 42.1 also apply to the arbitral tribunal, any Emergency Arbitrator appointed in accordance with Schedule 4, expert, witness, secretary of the arbitral tribunal and HKIAC.

42.3 The provisions in Article 42.1 do not prevent the publication, disclosure or communication of information referred to in Article 42.1 by a party:

(a) (i) to protect or pursue a legal right or interest of the party; or

(ii) to enforce or challenge the award referred to in Article 42.1;

in legal proceedings before a court or other judicial authority;

(b) to any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or
(c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert.

42.4 The deliberations of the arbitral tribunal are confidential.

42.5 An award may be published, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:

(a) a request for publication is addressed to HKIAC;

(b) all references to the parties’ names are deleted; and

(c) no party objects to such publication within the time limit fixed for that purpose by HKIAC. In the case of an objection, the award shall not be published.

Article 43 – Exclusion of Liability

43.1 None of the Council of HKIAC nor any committee, sub-committee or other body or person specifically designated by it to perform the functions referred to in these Rules, nor the Secretary General of HKIAC or other staff members of the Secretariat of HKIAC, the arbitral tribunal, any Emergency Arbitrator, tribunal-appointed expert or secretary of the arbitral tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly.

43.2 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 37 to 39 have lapsed or been exhausted, neither HKIAC nor the arbitral tribunal, any Emergency Arbitrator, tribunal-appointed expert or secretary of the arbitral tribunal shall be under an obligation to make statements to any person about any matter concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.
SCHEDULE 1
REGISTRATION AND
ADMINISTRATIVE FEES

(All amounts are in Hong Kong Dollars, hereinafter “HKD”)

Effective 1 February 2015

1. Registration Fee

1.1 When submitting a Notice of Arbitration, the Claimant shall pay a Registration Fee in the amount set by HKIAC, as stated on HKIAC’s website on the date the Notice of Arbitration is submitted.

1.2 If the Claimant fails to pay the Registration Fee, HKIAC shall not proceed with the arbitration subject to Article 4.7 of the Rules.

1.3 The Registration Fee is not refundable.

2. HKIAC’s Administrative Fees

2.1 HKIAC’s Administrative Fee shall be determined in accordance with the following table:

<table>
<thead>
<tr>
<th>SUM IN DISPUTE</th>
<th>ADMINISTRATIVE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in HKD)</td>
<td>(in HKD)</td>
</tr>
<tr>
<td>Up to 400,000</td>
<td>19,300</td>
</tr>
<tr>
<td>From 400,001 to 500,000</td>
<td>19,300 + 1.300% of amt.</td>
</tr>
<tr>
<td>From 500,001 to 4,000,000</td>
<td>25,000 + 1.000% of amt.</td>
</tr>
<tr>
<td>From 4,000,001 to 8,000,000</td>
<td>57,000 + 0.545% of amt.</td>
</tr>
<tr>
<td>From 8,000,001 to 10,000,000</td>
<td>78,000 + 0.265% of amt.</td>
</tr>
<tr>
<td>From 10,000,001 to 16,000,000</td>
<td>100,000 + 0.200% of amt.</td>
</tr>
<tr>
<td>From 16,000,001 to 40,000,000</td>
<td>143,000 + 0.110% of amt.</td>
</tr>
<tr>
<td>From 40,000,001 to 240,000,000</td>
<td>192,000 + 0.071% of amt.</td>
</tr>
<tr>
<td>From 240,000,001 to 400,000,000</td>
<td>305,000 + 0.058% of amt.</td>
</tr>
<tr>
<td>Over 400,000,000</td>
<td>400,000</td>
</tr>
</tbody>
</table>
2.2 Claims and counterclaims are aggregated for the determination of the amount in dispute. The same rule applies to any set-off defence, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence will not require significant additional work.

2.3 An interest claim shall not be taken into account for the calculation of the amount in dispute. However, when the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in calculating the amount in dispute.

2.4 Pursuant to Articles 18.2, 27.14 or 28.9 or where in the opinion of HKIAC there are exceptional circumstances, HKIAC’s Administrative Fees may exceed the amounts calculated in accordance with paragraph 2.1.

2.5 If the amount in dispute is not quantified, HKIAC’s Administrative Fees shall be fixed by HKIAC, taking into account the circumstances of the case.

2.6 Amounts in currencies other than Hong Kong Dollars shall be converted into Hong Kong Dollars at the rate of exchange published by HSBC Bank on the date the Notice of Arbitration is submitted or at the time any new claim, set-off defence or amendment to a claim or defence is filed.
SCHEDULE 2
ARBITRAL TRIBUNAL’S FEES, EXPENSES, TERMS AND CONDITIONS

Based on Hourly Rates

Effective 1 November 2013

1. Scope of Application and Interpretation

1.1 Subject to Article 9.2 of the Rules, this Schedule shall apply to arbitrations in which the arbitral tribunal’s fees and expenses are to be determined in accordance with Article 10.1(a) of the Rules and to the appointment of an Emergency Arbitrator under Schedule 4.

1.2 HKIAC may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

1.3 This Schedule is supplemented by the Practice Note on Arbitral Tribunal’s Fees, Expenses, Terms and Conditions Based on Schedule 2 and Hourly Rates in force on the date the Notice of Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by HKIAC from funds deposited by the parties in accordance with Article 40 of the Rules. HKIAC may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Hong Kong Dollars unless the tribunal directs otherwise.

2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.
3. Arbitral Tribunal's Expenses

3.1 The arbitral tribunal shall be reimbursed for its reasonable expenses in accordance with the Practice Note referred to at paragraph 1.3.

3.2 The expenses of the arbitral tribunal shall not be included in the arbitral tribunal's fees charged by reference to hourly rates under paragraph 9 of this Schedule.

4. Administrative Expenses

The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to, the cost of hearing rooms, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 40 of the Rules as and when they are incurred.

5. Fees and Expenses Payable to Replaced Arbitrators

Where an arbitrator is replaced pursuant to Article 12, 27 or 28 of the Rules, HKIAC shall decide the amount of fees and expenses to be paid for the replaced arbitrator's services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator's fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject-matter.

6. Fees and Expenses of Secretary to Arbitral Tribunal

Where the arbitral tribunal appoints a secretary in accordance with Article 13.4 of the Rules, such secretary shall be remunerated at a rate which shall not exceed the rate set by HKIAC, as stated on HKIAC's website on the date the Notice of Arbitration is submitted. The secretary's fees and expenses shall be charged separately. The arbitral tribunal shall determine the total fees and expenses of a secretary under Article 33.1(c) of the Rules.
7. **Lien on Award**

HKIAC and the arbitral tribunal shall have a lien over any awards issued by the tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to release any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. **Governing Law**

The terms of this Schedule and any non-contractual obligation arising out of or in connection with them shall be governed by and construed in accordance with Hong Kong law.

9. **Arbitral Tribunal's Fee Rates**

9.1 An arbitrator shall be remunerated at an hourly rate for all work reasonably carried out in connection with the arbitration.

9.2 Subject to paragraphs 9.3 and 9.4 of this Schedule, the rate referred to in paragraph 9.1 is to be agreed in accordance with Article 10.2 of the Rules. An arbitrator shall agree in writing upon fee rates in accordance with paragraph 9 of this Schedule prior to the confirmation of his or her appointment by HKIAC in accordance with Article 9 of the Rules.

9.3 An arbitrator's agreed hourly rate shall not exceed a rate set by HKIAC, as stated on HKIAC's website on the date the Notice of Arbitration is submitted.

9.4 Subject to paragraph 9.3, an arbitrator may review and increase his or her agreed hourly rate by no more than 10% on each anniversary of the confirmation of his or her appointment by HKIAC.

9.5 Higher rates may be charged if expressly agreed in writing by all parties to the arbitration or if HKIAC so determines in exceptional circumstances.
9.0 If an arbitrator is required to travel for the purposes of fulfilling obligations as an arbitrator, the arbitrator shall be entitled to charge and to be reimbursed for:

(a) time spent travelling but not working at a rate of 50% of the agreed hourly rate; and

(b) time spent working whilst travelling at the full agreed hourly rate.

10. Cancellation Fees

10.1 All hearings booked shall be paid for, subject to the following conditions:

(a) if a booking is cancelled at the request of the arbitral tribunal, it will not be charged;

(b) if a booking is cancelled at the request of a party less than 30 days before the day booked it shall be paid at a daily rate of 75% of eight times the applicable hourly rate;

(c) if a booking is cancelled at the request of a party less than 60 days but more than 30 days before the day booked it shall be paid at a daily rate of 50% of eight times the applicable hourly rate;

(d) if a booking is cancelled at the request of a party more than 60 days before the day booked it will not be charged; and

(e) in all cases referred to above, credit will be given against all time spent on the case during the day(s) booked.

10.2 Where hearing days are cancelled or postponed other than by agreement of all parties, this may be taken into account when considering any subsequent allocation of costs.
SCHEDULE 3
ARBITRAL TRIBUNAL’S FEES, EXPENSES, TERMS AND CONDITIONS

Based on Sum in Dispute
(All amounts are in Hong Kong Dollars, hereinafter “HKD”)
Effective 1 November 2013

1. Scope of Application and Interpretation

1.1 Subject to paragraph 1.2 below and Article 9.2 of the Rules, this Schedule applies to arbitrations in which the arbitral tribunal’s fees and expenses are to be determined in accordance with Article 10.1(b) of the Rules.

1.2 This Schedule shall not apply to the appointment of an Emergency Arbitrator under Schedule 4.

1.3 HKIAC may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

1.4 This Schedule is supplemented by the Practice Note on Arbitral Tribunal’s Fees, Expenses, Terms and Conditions Based on Schedule 3 and the Sum in Dispute in force on the date the Notice of Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by HKIAC from funds deposited by the parties in accordance with Article 40 of the Rules. HKIAC may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Hong Kong Dollars unless the tribunal directs otherwise.
2.4 The parties are jointly and severally liable for the fees
and expenses of an arbitrator, irrespective of which
party appointed the arbitrator.

3. **Arbitral Tribunal’s Expenses**

3.1 The arbitral tribunal shall be reimbursed for its
reasonable expenses in accordance with the Practice
Note referred to at paragraph 1.4.

3.2 The expenses of the arbitral tribunal shall not be included
in the determination of fees charged in accordance with
paragraph 6 of this Schedule.

4. **Administrative Expenses**

The parties shall be responsible for expenses reasonably
incurred and relating to administrative and support services
engaged for the purposes of the arbitration, including, but
not limited to, the cost of hearing rooms, interpreters and
transcription services. Such expenses may be paid directly
from the deposits referred to in Article 40 of the Rules as and
when they are incurred.

5. **Fees and Expenses Payable to Replaced
Arbitrators**

Where an arbitrator is replaced pursuant to Article 12, 27 or 28 of
the Rules, HKIAC shall decide the amount of fees and expenses
to be paid for the replaced arbitrator’s services (if any), having
taken into account the circumstances of the case, including,
but not limited to, the applicable method for determining the
arbitrator’s fees, work done by the arbitrator in connection with
the arbitration, and the complexity of the subject-matter.

6. **Determination of Arbitral Tribunal’s
Fees**

6.1 The arbitral tribunal’s fees shall be calculated in
accordance with the following table. The fees calculated
in accordance with the table represent the maximum
amount payable to one arbitrator.
<table>
<thead>
<tr>
<th>SUM IN DISPUTE (in HKD)</th>
<th>ARBITRATOR’S FEES (in HKD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 400,000</td>
<td>11.000% of amount in dispute</td>
</tr>
<tr>
<td>From 400,001 to 500,000</td>
<td>44,000 + 10.000% of amnt. over 400,000</td>
</tr>
<tr>
<td>From 500,001 to 4,000,000</td>
<td>34,000 + 5.300% of amnt. over 500,000</td>
</tr>
<tr>
<td>From 4,000,001 to 5,000,000</td>
<td>255,000 + 3.750% of amnt. over 4,000,000</td>
</tr>
<tr>
<td>From 5,000,001 to 10,000,000</td>
<td>404,800 + 1.750% of amnt. over 5,000,000</td>
</tr>
<tr>
<td>From 10,000,001 to 40,000,000</td>
<td>543,200 + 1.000% of amnt. over 10,000,000</td>
</tr>
<tr>
<td>From 40,000,001 to 50,000,000</td>
<td>797,600 + 0.440% of amnt. over 40,000,000</td>
</tr>
<tr>
<td>From 50,000,001 to 240,000,000</td>
<td>973,600 + 0.250% of amnt. over 50,000,000</td>
</tr>
<tr>
<td>From 240,000,001 to 400,000,000</td>
<td>1,373,600 + 0.223% of amnt. over 240,000,000</td>
</tr>
<tr>
<td>From 400,000,001 to 600,000,000</td>
<td>1,733,400 + 0.101% of amnt. over 400,000,000</td>
</tr>
<tr>
<td>From 600,000,001 to 800,000,000</td>
<td>1,940,400 + 0.067% of amnt. over 600,000,000</td>
</tr>
<tr>
<td>From 800,000,001 to 4,000,000,000</td>
<td>2,074,400 + 0.044% of amnt. over 800,000,000</td>
</tr>
<tr>
<td>Over 4,000,000,000</td>
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<td>Maximum of 12,574,000</td>
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0.2 The arbitral tribunal’s fees shall cover the activities of the arbitral tribunal from the time the file is transmitted to it until the last award.

0.3 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence will not require significant additional work.

0.4 An interest claim shall not be taken into account for the calculation of the amount in dispute. However, when the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in calculating the amount in dispute.

0.5 Pursuant to Articles 10.3(c), 13.2, 27.14 or 28.9 or in other exceptional circumstances, the arbitral tribunal’s fees may exceed the amounts calculated in accordance with paragraph 6.1.

0.6 If the amount in dispute is not quantified, the arbitral tribunal’s fees shall be fixed by HKIAC, taking into account the circumstances of the case.

7. Lien on Award

HKIAC and the arbitral tribunal shall have a lien over any awards issued by the tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to release any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. Governing Law

The terms of this Schedule and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with Hong Kong law.
SCHEDULE 4
EMERGENCY ARBITRATION PROCEDURES

Effective 1 November 2013

1. A party requiring Emergency Relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the arbitral tribunal, submit an application (the “Application”) for the appointment of an emergency arbitrator (the “Emergency Arbitrator”) to HKIAC.

2. The Application shall be submitted in accordance with any of the means specified in Article 2.1 of the Rules. The Application shall include the following information:

(a) the names and (in so far as known) the addresses, telephone and facsimile numbers, and email addresses of the parties to the Application and of their counsel;

(b) a description of the circumstances giving rise to the Application and of the underlying dispute referred to arbitration;

(c) a statement of the Emergency Relief sought;

(d) the reasons why the applicant needs the Emergency Relief on an urgent basis that cannot await the constitution of an arbitral tribunal;

(e) the reasons why the applicant is entitled to such Emergency Relief;

(f) any relevant agreement(s) and, in particular, the arbitration agreement(s);

(g) comments on the language, the seat of the Emergency Relief proceedings, and the applicable law;

(h) confirmation of payment, by cheque or transfer to the account of HKIAC, of the amount referred to in paragraph 6 of this Schedule (the “Application Deposit”); and
(i) confirmation that copies of the Application and any exhibits included therewith have been or are being served simultaneously on all other parties to the arbitration by one or more means of service to be identified in such confirmation.

3. The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.

4. Two copies of the Application shall be provided, one copy for the Emergency Arbitrator and one copy for HKIAO.

5. If HKIAO determines that it should accept the Application, HKIAO shall seek to appoint an Emergency Arbitrator within two days after receipt of both the Application and the Application Deposit.

6. The Application Deposit is the amount set by HKIAO, as stated on HKIAO’s website on the date the Application is submitted. The Application Deposit consists of HKIAO’s administrative expenses and the Emergency Arbitrator’s fees and expenses. The Emergency Arbitrator’s fees shall be determined by HKIAO by reference to his or her hourly rate subject to the terms set out in Schedule 2. HKIAO may, at any time during the Emergency Relief proceedings, decide to increase the Emergency Arbitrator’s fees or HKIAO’s administrative expenses, taking into account, inter alia, the nature of the case and the nature and amount of work performed by the Emergency Arbitrator and HKIAO. If the party which submitted the Application fails to pay the increased fees and/or expenses within the time limit fixed by HKIAO, the Application shall be dismissed.

7. Once the Emergency Arbitrator has been appointed, HKIAO shall so notify the parties to the Application and shall transmit the file to the Emergency Arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the Emergency Arbitrator with a copy to the other party to the Application and HKIAO. A copy of any written communications from the Emergency Arbitrator to the parties shall also be copied to HKIAO.
3. Article 11 of the Rules shall apply to the Emergency Arbitrator, except that the time limits set out in Articles 11.7 and 11.9 are shortened to three days.

9. Where an Emergency Arbitrator dies, has been successfully challenged, has been otherwise removed, or has resigned, HKIAC shall seek to appoint a substitute Emergency Arbitrator within two days. If an Emergency Arbitrator withdraws or a party agrees to terminate an Emergency Arbitrator’s appointment under paragraph 8 of this Schedule, no acceptance of the validity of any ground referred to in Article 11.6 of the Rules shall be implied. If the Emergency Arbitrator is replaced, the Emergency Relief proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise.

10. If the parties have agreed on the seat of arbitration, such seat shall be the seat of the Emergency Relief proceedings. Where the parties have not agreed on the seat of arbitration, and without prejudice to the arbitral tribunal’s determination of the seat of arbitration pursuant to Article 14.1 of the Rules, the seat of the Emergency Relief proceedings shall be Hong Kong.

11. Taking into account the urgency inherent in the Emergency Relief proceedings and ensuring that each party has a reasonable opportunity to be heard on the Application, the Emergency Arbitrator may conduct such proceedings in such a manner as the Emergency Arbitrator considers appropriate. The Emergency Arbitrator shall have the power to rule on objections that the Emergency Arbitrator has no jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration clause(s) or of the separate arbitration agreement(s), and shall resolve any disputes over the applicability of this Schedule.

12. Any decision, order or award of the Emergency Arbitrator on the Application (the “Emergency Decision”) shall be made within fifteen days from the date on which HKIAC transmitted the file to the Emergency Arbitrator. This period of time may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.
13. The Emergency Decision may be made even if in the meantime the file has been transmitted to the arbitral tribunal.

14. Any Emergency Decision shall:

(a) be made in writing;

(b) state the date when it was made and summary reasons upon which the Emergency Decision is based (including a determination on whether the Application is admissible under Article 23.1 of the Rules and whether the Emergency Arbitrator has jurisdiction to grant the Emergency Relief); and

(c) be signed by the Emergency Arbitrator.

15. Any Emergency Decision shall fix the costs of the Emergency Relief proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties, subject always to the power of the arbitral tribunal to determine finally the apportionment of such costs in accordance with Article 35 of the Rules. The costs of the Emergency Relief proceedings include HKIAO’s administrative expenses, the Emergency Arbitrator’s fees and expenses and the reasonable and other legal costs incurred by the parties for the Emergency Relief proceedings.

16. Any Emergency Decision shall have the same effect as an interim measure granted pursuant to Article 23 of the Rules and shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with any Emergency Decision without delay.

17. The Emergency Arbitrator shall be entitled to order the provision of appropriate security by the party seeking Emergency Relief.

18. Any Emergency Decision may, upon a reasoned request by a party, be modified, suspended or terminated by the Emergency Arbitrator or the arbitral tribunal (once constituted).
19. Any Emergency Decision ceases to be binding:
   (a) if the Emergency Arbitrator or the arbitral tribunal so decides;
   (b) upon the arbitral tribunal rendering a final award, unless the arbitral tribunal expressly decides otherwise;
   (c) upon the withdrawal of all claims or the termination of the arbitration before the rendering of a final award; or
   (d) if the arbitral tribunal is not constituted within 90 days from the date of the Emergency Decision. This period of time may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

20. Subject to paragraph 13 of this Schedule, the Emergency Arbitrator shall have no further power to act once the arbitral tribunal is constituted.

21. The Emergency Arbitrator may not act as arbitrator in any arbitration relating to the dispute that gave rise to the Application and in respect of which the Emergency Arbitrator has acted, unless otherwise agreed by the parties to the arbitration.

22. The Emergency Arbitrator Procedures are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time.

23. In all matters not expressly provided for in this Schedule, the Emergency Arbitrator shall act in the spirit of the Rules.

24. The Emergency Arbitrator shall make every reasonable effort to ensure that an Emergency Decision is valid.
ACKNOWLEDGEMENTS

The HKIAC expresses its thanks to the following individuals for their advice, comments and guidance in the preparation of these Rules: Henri Alvarez; Chiann Bao; Denis Brock; Peter Caldwell; Y K Chan; Teresa Cheng; John Choong; Peter Chow; Russell Coleman; Justin D’Agostino; Nils Eliason; Darren Fitzgerald; Paulo Fohlin; Matthew Gearing; Peter Goldsmith; Bernard Hanotiau; Cameron Hansell; Brenda Horrigan; Neil Kaplan; Gabrielle Kaufmann-Kohler; James Kwan; William Leung; Joe Liu; Arthur Marriott; Michael Moser; Robin Peard; Lucy Reed; Kim Rooney; Kathryn Sanger; Ruth Stackpool-Moore; Christopher Tahbaz; WV Veecher; Colin Wall; Huen Wong; Philip Yang; Yeung Man Sing and Briana Young.
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E-mail: adr@hkiac.org  Webpage: http://www.hkiac.org
APPENDIX 9

SIAC Procedural Rules 2013

Arbitration Rules of the
Singapore International Arbitration Centre
SIAC Rules

5th Edition, 1 April 2013
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1. Scope of Application and Interpretation

1.1 Where parties have agreed to refer their disputes to SIAC for arbitration, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules. If any of these Rules is in conflict with a mandatory provision of the applicable law of the arbitration from which the parties cannot derogate, that provision shall prevail.

1.2 These Rules shall come into force on 1 April 2013 and, unless the parties have agreed otherwise, shall apply to any arbitration which is commenced on or after that date.

1.3 From 1 April 2013, the SIAC Rules (4th edition, 1 July 2010) are amended as follows.

a. In Rule 1.3:

   The definitions of “Board”, “Chairman” and “Committee of the Board” are deleted and the following are substituted:

   “Board” means the Court;
   “Chairman” means the President;
   “Committee of the Board” means the Court;

b. The following definitions are inserted after the definition of “Committee of the Board”:
“Committee of the Court” means a committee consisting of not less than two members of the Court appointed by the President (which may include the President);

“Court” means the Court of Arbitration of SIAC and includes a Committee of the Court;

“President” means the President of the Court and includes a Vice President and the Registrar;

1.4 From 1 April 2013, the SIAC Rules (3rd edition, 1 July 2007) are amended as follows.

a. In Rule 1.2:

   The definition of “Chairman” is deleted and the following is substituted:

   “Chairman” means the President;

b. The following definitions are inserted after the definition of “Chairman”:

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

   “Court” means the Court of Arbitration of SIAC and includes a Committee of the Court;

   “President” means the President of the Court and includes a Vice President and the Registrar;

1.5 In these Rules –

   “Award” includes a partial or final award and an award of an Emergency Arbitrator;

   “Committee of the Court” means a committee consisting of not less than two members of the Court appointed by the President (which may include the President);
“Court” means the Court of Arbitration of SIAC and includes a Committee of the Court;

“President” means the President of the Court and includes a Vice President and the Registrar;

“Registrar” means the Registrar of the Court and includes any Deputy Registrar;

“SIAC” means the Singapore International Arbitration Centre; and

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

Any pronoun shall be understood to be gender-neutral; and

Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

2. Notice, Calculation of Periods of Time
2.1 For the purposes of these Rules, any notice, communication or proposal, shall be in writing. Any such written communication may be delivered or sent by registered postal or courier service or transmitted by any form of electronic communication (including electronic mail and facsimile) or delivered by any other means that provides a record of its delivery. It is deemed to have been received if it is delivered (i) to the addressee personally, (ii) to his habitual residence, place of business or designated address, (iii) to any address agreed by the parties, (iv) according to the practice of the parties in prior dealings, or (v) if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business.
2.2 The notice, communication, or proposal is deemed to have been received on the day it is delivered.

2.3 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is received. If the last day of such period is not a business day at the place of receipt pursuant to Rule 2.1, the period is extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.

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

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

3. Notice of Arbitration

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

a. a demand that the dispute be referred to arbitration;

b. the names, address(es), telephone number(s), facsimile number(s) and electronic mail address(es), if known, of the parties to the arbitration and their representatives, if any;

c. a reference to the arbitration clause or the separate arbitration agreement that is invoked and a copy of it;

d. a reference to the contract (or other instrument [e.g., investment treaty]) out of or in relation to which the dispute arises and where possible, a copy of it;
e. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;

f. a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;

g. a proposal for the number of arbitrator(s) if this is not specified in the arbitration agreement;

h. unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;

i. any comment as to the applicable rules of law;

j. any comment as to the language of the arbitration; and

k. payment of the requisite filing fee.

3.2 The Notice of Arbitration may also include the Statement of Claim referred to in Rule 17.2.

3.3 The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed the date of commencement of the arbitration. For the avoidance of doubt, the Notice of Arbitration is deemed to be complete when all the requirements of Rule 3.1 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. SIAC shall notify the parties on the commencement of arbitration.
3.4 The Claimant shall at the same time send a copy of the Notice of Arbitration to the Respondent, and it shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

4. Response to the Notice of Arbitration
4.1 The Respondent shall send to the Claimant a Response within 14 days of receipt of the Notice of Arbitration. The Response shall contain:

a. a confirmation or denial of all or part of the claims;

b. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;

c. any comment in response to any statements contained in the Notice of Arbitration under Rules 3.1(f), (g), (h), (i) and (j) or any comment with respect to the matters covered in such rules; and

d. unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, agreement with Claimant’s proposal for a sole arbitrator or a counter-proposal.

4.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rules 17.3 and 17.4.

4.3 The Respondent shall at the same time send a copy of the Response to the Registrar, together with the payment of the requisite filing fee for any counterclaim, and shall notify the Registrar of the mode of service of the Response employed and the date of service.
5. Expedited Procedure

5.1 Prior to the full constitution of the Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule where any of the following criteria is satisfied:

a. the amount in dispute does not exceed the equivalent amount of $5,000,000, representing the aggregate of the claim, counterclaim and any set-off defence;

b. the parties so agree; or

c. in cases of exceptional urgency.

5.2 When a party has applied to the Registrar under Rule 5.1, and when the President determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

a. The Registrar may shorten any time limits under these Rules;

b. The case shall be referred to a sole arbitrator, unless the President determines otherwise;

c. Unless the parties agree that the dispute shall be decided on the basis of documentary evidence only, the Tribunal shall hold a hearing for the examination of all witnesses and expert witnesses as well as for any argument;

d. The award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time; and

e. The Tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.
6. Number and Appointment of Arbitrators

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

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

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

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

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

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

7. Sole Arbitrator

7.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. Where the
parties have reached an agreement on the nomination of a sole arbitrator, Rule 6.3 shall apply.

7.2 If within 21 days after receipt by the Registrar of the Notice of Arbitration, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall make the appointment as soon as practicable.

8. Three Arbitrators

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

8.2 If a party fails to make a nomination within 14 days after receipt of a party’s nomination of an arbitrator, or in the manner otherwise agreed by the parties, the President shall proceed to appoint the arbitrator on its behalf.

8.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the time limit fixed by the parties or by the Registrar, the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the President.

9. Multi-party Appointment of Arbitrator(s)

9.1 Where there are more than two parties in the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. In the absence of both such joint nominations having been made within 28 days of receipt by the Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the President shall appoint all three arbitrators and shall designate one of them to act as the presiding arbitrator.
9.2 Where there are more than two parties in the arbitration, and one arbitrator is to be appointed, all parties are to agree on an arbitrator. In the absence of such a joint nomination having been made within 28 days of receipt by the Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the President shall appoint the arbitrator.

10. Qualifications of Arbitrators

10.1 Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.

10.2 In making an appointment under these Rules, the President shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator.

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

10.4 An arbitrator shall disclose to the parties and to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before appointment by the President.

10.5 An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstance of a similar nature that may arise during the arbitration.
10.6 If the parties have agreed on any qualifications required of an arbitrator, the arbitrator shall be deemed to meet such qualifications unless a party states that the arbitrator is not so qualified within 14 days after receipt by that party of the notification of the nomination of the arbitrator. In the event of such a challenge, the procedure for challenge and replacement of an arbitrator in Rules 11 to 14 shall apply.

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

11. Challenge of Arbitrators

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

11.2 A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made.
12. Notice of Challenge

12.1 Subject to Rule 10.6, a party who intends to challenge an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances mentioned in Rule 11.1 or 11.2 became known to that party.

12.2 The notice of challenge shall be filed with the Registrar and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. The Registrar may order a suspension of the arbitration until the challenge is resolved.

12.3 When an arbitrator is challenged by one party, the other party may agree to the challenge. The challenged arbitrator may also withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

12.4 In instances referred to in Rule 12.3, the procedure provided in Rules 6, 7, 8 or 9, as the case may be, shall be used for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator, a party had failed to exercise his right to nominate. The time limits provided in those Rules shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal.

13. Decision on Challenge

13.1 If, within 7 days of receipt of the notice of challenge, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, the Court shall decide the challenge.
13.2 If the Court sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure provided in Rules 6, 7, 8 or 9, as the case may be, even if during the process of appointing the challenged arbitrator, a party had failed to exercise his right to nominate. The time limits provided in those Rules shall commence from the date of the Registrar’s notification to the parties of the decision by the Court.

13.3 If the Court rejects the challenge, the arbitrator shall continue with the arbitration. Unless the Registrar ordered the suspension of the arbitration pursuant to Rule 12.2, pending the determination of the challenge by the Court, the challenged arbitrator shall be entitled to proceed in the arbitration.

13.4 The Court may fix the costs of the challenge and may direct by whom and how such costs should be borne.

13.5 The Court’s decision made under this Rule shall be final and not subject to appeal.

14. Replacement of an Arbitrator

14.1 In the event of the death, resignation or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

14.2 In the event that an arbitrator refuses or fails to act or in the event of a de jure or de facto impossibility of him performing his functions or that he is not fulfilling his functions in accordance with the Rules or within prescribed time limits, the procedure for challenge and replacement of an arbitrator provided in Rules 11 to 13 and 14.1 shall apply.
14.3 After consulting with the parties, the President may in his discretion remove an arbitrator who refuses or fails to act, or in the event of a de jure or de facto impossibility of him performing his functions, or if he is not fulfilling his functions in accordance with the Rules or within the prescribed time limits.

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

If under Rules 12 to 14 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless otherwise agreed by the parties. If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal after consulting with the parties. If the Tribunal has issued an interim or partial award, any hearings related solely to that award shall not be repeated, and the award shall remain in effect.

16. Conduct of the Proceedings

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

16.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence. Evidence need not be admissible in law.

16.3 As soon as practicable after the appointment of all arbitrators, the Tribunal shall conduct a preliminary meeting with the parties, in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the case.
16.4 The Tribunal may in its discretion direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

16.5 A presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal.

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

17. Submissions by the Parties

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

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

a. a statement of facts supporting the claim;

b. the legal grounds or arguments supporting the claim; and

c. the relief claimed together with the amount of all quantifiable claims.

17.3 Unless already submitted pursuant to Rule 4.2, the Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant a Statement of Defence setting out its full defence to the Statement of Claim, including without limitation, the facts and contentions of law on which it relies. The Statement of Defence shall also state any counterclaim, which shall comply with the requirements of Rule 17.2.
17.4 If a counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent a Statement of Defence to the Counterclaim stating in full detail which of the facts and contentions of law in the Statement of Counterclaim it admits or denies, on what grounds it denies the claims or contentions, and on what other facts and contentions of law it relies.

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

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

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

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

17.9 If the Respondent fails to submit a Statement of Defence, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.
18. **Seat of Arbitration**

18.1 The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be Singapore, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate.

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

19. **Language of Arbitration**

19.1 Unless the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings.

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

20. **Party Representatives**

Any party may be represented by legal practitioners or any other representatives.

21. **Hearings**

21.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including without limitation any issue as to jurisdiction.
21.2 The Tribunal shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice.

21.3 If any party to the proceedings fails to appear at a hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the award based on the submissions and evidence before it.

21.4 Unless the parties agree otherwise, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used shall remain confidential.

22. Witnesses

22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses, including expert witnesses, whom it intends to produce, the subject matter of their testimony and its relevance to the issues.

22.2 The Tribunal has discretion to allow, refuse or limit the appearance of witnesses.

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

22.4 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 22.2, any party may request that such a witness should attend for oral examination. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, disregard it or exclude it altogether.
22.5 It shall be permissible for any party or its representatives to interview any witness or potential witness (that may be presented by that party) prior to his appearance at any hearing.

23. Tribunal-Appointed Experts

23.1 Unless the parties have agreed otherwise, the Tribunal:

a. may following consultation with the parties, appoint an expert to report on specific issues; and

b. may require a party to give such expert any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

23.2 Any expert so appointed shall submit a report in writing to the Tribunal. Upon receipt of such a written report, the Tribunal shall deliver a copy of the report to the parties and invite the parties to submit written comments on the report.

23.3 Unless the parties have agreed otherwise, if the Tribunal considers it necessary, any such expert shall, after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to question him.

24. Additional Powers of the Tribunal

In addition to the powers specified in these Rules and not in derogation of the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

a. order the correction of any contract, but only to the extent required to rectify any mistake which it determines to have been made by all the parties to that
contract. This is subject to the condition that the proper law of the contract allows rectification of such contract;

b. upon the application of a party, allow one or more third parties to be joined in the arbitration, provided that such person is a party to the arbitration agreement, with the written consent of such third party, and thereafter make a single final award or separate awards in respect of all parties;

c. except as provided in Rules 28.2 and 29.5, extend or abbreviate any time limits provided by these Rules or by its directions;

d. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;

e. order the parties to make any property or item available for inspection;

f. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject-matter of the dispute;

g. order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or control which the Tribunal considers relevant to the case and material to its outcome;

h. issue an award for unpaid costs of the arbitration;

i. direct any party to give evidence by affidavit or in any other form;

j. direct any party to ensure that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;
k. order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;

l. order any party to provide security for all or part of any amount in dispute in the arbitration;

m. proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal’s orders or directions or any partial award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate;

n. decide, where appropriate, any issue not expressly or impliedly raised in the submissions filed under Rule 17 provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;

o. determine the law applicable to the arbitral proceedings; and

p. determine any claim of legal or other privilege.

25. Jurisdiction of the Tribunal

25.1 If a party objects to the existence or validity of the arbitration agreement or to the competence of SIAC to administer an arbitration before the Tribunal is appointed, the Registrar shall determine if reference of such an objection is to be made to the Court. If the Registrar so determines, the Court shall decide if it is *prima facie* satisfied that a valid arbitration agreement under the Rules may exist. The proceedings shall be terminated if the Court is not so satisfied. Any decision by the Registrar or the Court is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

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25.2 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration agreement.

25.3 A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence or in a Statement of Defence to a Counterclaim. A plea that the Tribunal is exceeding the scope of its jurisdiction shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its jurisdiction. In either case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the nomination of, an arbitrator.

25.4 The Tribunal may rule on a plea referred to in Rule 25.3 either as a preliminary question or in an award on the merits.

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

26. Interim and Emergency Relief

26.1 The Tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.
26.2 A party in need of emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.

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

27. Applicable law, *amiable compositeur*

27.1 The Tribunal shall apply the 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 which it determines to be appropriate.

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

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

28. The Award

28.1 The Tribunal shall, after consulting with the parties, declare the proceedings closed if it is satisfied that the parties have no further relevant and material evidence to produce or submission to make. The Tribunal may, on its own motion or upon application of a party but before any award is made, reopen the proceedings.

28.2 Before making any award, the Tribunal shall submit it in draft form to the Registrar. Unless the Registrar extends time or the parties agree otherwise, the Tribunal shall
submit the draft award to the Registrar within 45 days from the date on which the Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the award and, without affecting the Tribunal’s liberty of decision, may also draw its attention to points of substance. No award shall be made by the Tribunal until it has been approved by the Registrar as to its form.

28.3 The Tribunal may make separate awards on different issues at different times.

28.4 If any arbitrator fails to cooperate in the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.

28.5 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.

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

28.7 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

28.8 In the event of a settlement, if any party so requests, the Tribunal may render a consent award recording the settlement. If the parties do not require a consent award, the parties shall confirm to the Registrar that a settlement has been reached. The Tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of arbitration.
28.9 Subject to Rule 29 and Schedule 1, by agreeing to arbitration under these Rules, the parties undertake to carry out the award immediately and without delay, and they also irrevocably waive their rights to any form of appeal, review or recourse to any state court or other judicial authority insofar as such waiver may be validly made and the parties further agree that an award shall be final and binding on the parties from the date it is made.

28.10 SIAC may publish any award with the names of the parties and other identifying information redacted.

29. Correction of Awards and Additional Awards

29.1 Within 30 days of receipt of an award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to correct in the award any error in computation, any clerical or typographical error or any error of a similar nature. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original award or in a separate memorandum, shall constitute part of the award.

29.2 The Tribunal may correct any error of the type referred to in Rule 29.1 on its own initiative within 30 days of the date of the award.

29.3 Within 30 days of receipt of an award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the additional award within 45 days of receipt of the request.
29.4 Within 30 days of the receipt of an award, a party may, by written notice to the Registrar and to any other party, request that the Tribunal give an interpretation of the award. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days after the receipt of the request. The interpretation shall form part of the award.

29.5 The Registrar may extend the time limits in this Rule.

29.6 The provisions of Rule 28 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an award and to any additional award made.

30. Fees and Deposits

30.1 The Tribunal’s fees and SIAC’s fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. Alternative methods of determining the Tribunal’s fees may be agreed by the parties prior to the constitution of the Tribunal.

30.2 The Registrar shall fix the advances on costs of the arbitration. Unless the Registrar directs otherwise, 50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent. The Registrar may fix separate advances on costs for claims and counterclaims, respectively.

30.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This may be adjusted in light of such information as may subsequently become available.
30.4 The Registrar may from time to time direct parties to make further advances towards costs of the arbitration incurred or to be incurred on behalf of or for the benefit of the parties.

30.5 If a party fails to make the advances or deposits directed, the Registrar may, after consultation with the Tribunal and the parties, direct the Tribunal to suspend work and set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

30.6 Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the advances or deposits on costs of the arbitration in respect of the claim or the counterclaim should the other party fail to pay its share. The Tribunal or the Registrar may suspend its work, in whole or in part, should the advances or deposits directed under this Rule remain either wholly or in part unpaid. On the application of a party, the Tribunal may issue an award for unpaid costs pursuant to Rule 24(h).

30.7 If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Registrar. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed of. In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.

30.8 All advances shall be made to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.
31. Costs of the Arbitration

31.1 The Tribunal shall specify in the award, the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Tribunal shall determine in the award the apportionment of the costs of the arbitration among the parties.

31.2 The term “costs of the arbitration” includes:
   a. the Tribunal’s fees and expenses;
   b. SIAC’s administrative fees and expenses; and
   c. the costs of expert advice and of other assistance required by the Tribunal.

32. Tribunal’s Fees and Expenses

32.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the Schedule of Fees and the stage of the proceedings at which the arbitration ended. In exceptional circumstances, the Registrar may allow an additional fee over that prescribed in the Schedule of Fees to be paid.

32.2 The Tribunal’s reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.

33. Party’s Legal and Other Costs

The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party be paid by another party.
34. Exclusion of Liability

34.1 SIAC, including the President, members of its Court, directors, officers, employees or any arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Rules.

34.2 SIAC, including the President, members of its Court, directors, officers, employees or any arbitrator, shall not be under any obligation to make any statement in connection with any arbitration governed by these Rules. No party shall seek to make the President, any member of the Court, director, officer, employee or arbitrator act as a witness in any legal proceedings in connection with any arbitration governed by these Rules.

35. Confidentiality

35.1 The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.

35.2 A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except:

a. for the purpose of making an application to any competent court of any State to enforce or challenge the award;

b. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;

c. for the purpose of pursuing or enforcing a legal right or claim;

d. in compliance with the provisions of the laws of any State which are binding on the party making the disclosure;
e. in compliance with the request or requirement of any regulatory body or other authority; or

f. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

35.3 In this Rule, “matters relating to the proceedings” means the existence of the proceedings, and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

35.4 The Tribunal has the power to take appropriate measures, including issuing an order or award for sanctions or costs, if a party breaches the provisions of this Rule.

36. Decisions of the President, the Court and the Registrar

36.1 Subject to Rule 25.1, the decisions of the President, the Court and the Registrar with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal. The President, the Court and the Registrar shall not be required to provide reasons for such decisions.

36.2 Subject to Rule 25.1, the parties shall be taken to have waived any right of appeal or review in respect of any decisions of the President, the Court and the Registrar to any state court or other judicial authority.

37. General Provisions

37.1 A party who knows that any provision or requirement under these Rules has not been complied with and proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.
37.2 In all matters not expressly provided for in these Rules, the President, the Court, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any award.

37.3 The Registrar may from time to time issue Practice Notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.
SCHEDULE 1

EMERGENCY ARBITRATOR

1. A party in need of emergency relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal, make an application for emergency interim relief. The party shall notify the Registrar and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties. The application shall also be accompanied by payment of any fees set by the Registrar for proceedings pursuant to this Schedule 1.

2. The President shall, if he determines that SIAC should accept the application, seek to appoint an Emergency Arbitrator within one business day of receipt by the Registrar of such application and payment of any required fee.

3. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

4. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless agreed by the parties.
5. The Emergency Arbitrator shall, as soon as possible but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceedings by telephone conference or on written submissions as alternatives to a formal hearing. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, and shall resolve any disputes over the application of this Schedule 1.

6. The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary. The Emergency Arbitrator shall give reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the interim award or order for good cause shown.

7. The Emergency Arbitrator shall have no further power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate the interim award or order of emergency relief issued by the Emergency Arbitrator. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.

8. Any interim award or order of emergency relief may be conditioned on provision by the party seeking such relief of appropriate security.

9. An order or award pursuant to this Schedule 1 shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.
10. The costs associated with any application pursuant to this Schedule 1 shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

11. These Rules shall apply as appropriate to any proceeding pursuant to this Schedule 1, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal.
SCHEDULE 2

SPECIAL PROVISIONS FOR SIAC DOMESTIC ARBITRATION RULES

Article 1 - Repeal


Article 2 - Transitional Provision

Where parties have by agreement expressly referred to arbitration under the SIAC Domestic Arbitration Rules, the agreement shall be deemed to be a reference to arbitration under these Rules and to this Schedule.

Article 3 - Summary Award

1. Upon the expiry of the time limit for the filing of Statement of Claim, Statement of Defence and Counterclaim under Rule 17 of these Rules, but not later than 21 days after the expiry, if a party considers that there is no valid defence to its claim or any substantial part of its claim, it may file with the Tribunal and serve on the other party and the Registrar an application for a summary award on the claim or part of the claim. “Claim” in this Article includes a counterclaim.

2. The application shall be accompanied by an affidavit stating the full facts and detailed grounds in support of it.
3. Within 21 days after service of the application and affidavit, the other party must, if it wishes to contest the application, file and serve an affidavit in opposition. The applicant must file any reply affidavit within 14 days from receipt of the opposition. No further affidavit may be filed without leave of the Tribunal.

4. The Tribunal may on hearing the application:
   a. make an award summarily; or
   b. make an order dismissing the application; or
   c. make an order requiring security for the applicant’s claim or part of the claim.

5. The Tribunal’s award or order shall be made in writing within 21 days after the close of hearing unless extended by the Registrar.

6. Costs referred to in Rules 31, 32 and 33 of these Rules may be awarded in the discretion of the Tribunal.

7. Rules 28.2, 29.1 and 29.2 of these Rules shall apply, with the necessary or appropriate changes, to a summary award made under this Article.

8. Where the application is dismissed, the Tribunal shall proceed to continue with the arbitration.
PAYMENT INFORMATION

1. Payments may be made by a local cheque payable to "Singapore International Arbitration Centre". All cheque payments should be sent directly to:
   Singapore International Arbitration Centre
   32 Maxwell Road, #02–01
   Singapore 069115
   Attn: Accounts Department

2. Payments may also be made by bank transfer to our bank account (please absorb bank charges). Details are as follows:–
   Name of Beneficiary: Singapore International Arbitration Centre
   Name of Bank: United Overseas Bank Limited
   Bank Branch: Coleman Branch
   Bank address: 1 Coleman Street, #01-14 & B1-19,
                 The Adelphi, Singapore 179803
   Bank a/c: 302-313-540-8
   Swift code: UOVBSGSG

   For easy identification of the remittance, the parties are requested to include in their remittance details (the party name/case number). To help us in tracking the deposits, we request you to send us a copy of the remittance record as soon as funds are transferred.

   Parties are advised to check with the Centre for the latest bank account details before making any bank transfer. For payments in currencies other than Singapore Dollars, parties are also advised to check with the Centre.

INTERNATIONAL ARBITRATION ACT OF SINGAPORE (CAP 143A)

The International Arbitration Act of Singapore (Cap 143A) may be downloaded from www.siac.org.sg or directly from http://statutes.agc.gov.sg.
SIAC

Singapore International Arbitration Centre

SIAC MODEL CLAUSE
(Revised as of 1 September 2015)

In drawing up international contracts, we recommend that parties include the following arbitration clause:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore].*

The Tribunal shall consist of ______________________ ** arbitrator(s).

The language of the arbitration shall be ______________________.

APPLICABLE LAW

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of ______________________.***

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").

** State an odd number. Either state one, or state three.

*** State the country or jurisdiction.
EXPEDITED PROCEDURE MODEL CLAUSE
(Revised as of 1 September 2015)

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules.

The seat of the arbitration shall be [Singapore].*  

The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be ________________________.

[See Applicable Law clause recommendation on previous page]

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* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").
SIAC
Singapore International Arbitration Centre

SIAC MOBILE APPS

SIAC Mobile comprises iPhone, iPad and Blackberry Applications that offer you a very convenient way to consult the SIAC Rules 2013 and the Singapore International Arbitration Act (IAA) whilst on the go.

SIAC Mobile also allows you to check the estimated costs of an SIAC arbitration and provides details of the SIAC Panel of Arbitrators.

The SIAC Mobile App is now available free-of-charge from the App store and Blackberry App World on the iPhone, iPad and Blackberry.
Singapore International Arbitration Centre

SCHEDULE OF FEES
(All sums stated are in Singapore dollars)

This Schedule of Fees is effective as of 1 August 2014 and is applicable to all arbitrations commenced on or after 1 August 2014.

CASE FILING FEE+ (Non-Refundable)

<table>
<thead>
<tr>
<th>Singapore Parties</th>
<th>S$2,140*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overseas Parties</td>
<td>S$2,000</td>
</tr>
</tbody>
</table>

+ A filing fee is applicable to all arbitrations administered by SIAC, and to each claim or counterclaim.
* Fee includes 7% GST.

ADMINISTRATION FEES
The administration fees calculated in accordance with the Schedule below apply to all arbitrations administered by SIAC and is the maximum amount payable to SIAC.

<table>
<thead>
<tr>
<th>Sum in Dispute (S$)</th>
<th>Administration Fees (S$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50,000</td>
<td>3,800</td>
</tr>
<tr>
<td>50,001 to 100,000</td>
<td>3,800 + 2.200% excess over 50,000</td>
</tr>
<tr>
<td>100,001 to 500,000</td>
<td>4,900 + 1.200% excess over 100,000</td>
</tr>
<tr>
<td>500,001 to 1,000,000</td>
<td>9,700 + 1.000% excess over 500,000</td>
</tr>
<tr>
<td>1,000,001 to 2,000,000</td>
<td>14,700 + 0.650% excess over 1,000,000</td>
</tr>
<tr>
<td>2,000,001 to 5,000,000</td>
<td>21,200 + 0.320% excess over 2,000,000</td>
</tr>
<tr>
<td>5,000,001 to 10,000,000</td>
<td>30,800 + 0.160% excess over 5,000,000</td>
</tr>
<tr>
<td>10,000,001 to 50,000,000</td>
<td>38,800 + 0.095% excess over 10,000,000</td>
</tr>
<tr>
<td>50,000,001 to 80,000,000</td>
<td>76,800 + 0.040% excess over 50,000,000</td>
</tr>
<tr>
<td>80,000,001 to 100,000,000</td>
<td>88,800 + 0.031% excess over 80,000,000</td>
</tr>
<tr>
<td>Above 100,000,000</td>
<td>95,000</td>
</tr>
</tbody>
</table>

The administration fees do not include the following:
- Fees and expenses of the Tribunal
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription and interpretation services etc)
- SIAC’s out-of-pocket expenses
SIAC

Singapore International Arbitration Centre

ARBITRATOR’S FEES
For arbitrations conducted and administered under the Arbitration Rules of SIAC, this is the schedule of fees payable unless the parties have agreed to an alternative method of determining the Tribunal’s fees pursuant to Rule 30.1.

The fee calculated in accordance with the Schedule below is the maximum amount payable to one arbitrator.

<table>
<thead>
<tr>
<th>Sum in Dispute (S$)</th>
<th>Arbitrator’s Fees (S$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50,000</td>
<td>6,250</td>
</tr>
<tr>
<td>50,001 to 100,000</td>
<td>6,250 + 13.80% excess over 50,000</td>
</tr>
<tr>
<td>100,001 to 500,000</td>
<td>13,150 + 6.50% excess over 100,000</td>
</tr>
<tr>
<td>500,001 to 1,000,000</td>
<td>39,150 + 4.85% excess over 500,000</td>
</tr>
<tr>
<td>1,000,001 to 2,000,000</td>
<td>63,400 + 2.75% excess over 1,000,000</td>
</tr>
<tr>
<td>2,000,001 to 5,000,000</td>
<td>90,900 + 1.20% excess over 2,000,000</td>
</tr>
<tr>
<td>5,000,001 to 10,000,000</td>
<td>126,900 + 0.70% excess over 5,000,000</td>
</tr>
<tr>
<td>10,000,001 to 50,000,000</td>
<td>161,900 + 0.30% excess over 10,000,000</td>
</tr>
<tr>
<td>50,000,001 to 80,000,000</td>
<td>281,900 + 0.16% excess over 50,000,000</td>
</tr>
<tr>
<td>80,000,001 to 100,000,000</td>
<td>329,900 + 0.075% excess over 80,000,000</td>
</tr>
<tr>
<td>100,000,001 to 500,000,000</td>
<td>344,900 + 0.065% excess over 100,000,000</td>
</tr>
<tr>
<td>Above 500,000,000</td>
<td>605,000 + 0.040% excess over 500,000,000 up to a maximum of 2,000,000</td>
</tr>
</tbody>
</table>

EMERGENCY INTERIM RELIEF FEES
The following fees shall be payable in an Emergency Interim Relief application under Rule 26.2 and Schedule 1 of the Arbitration Rules of SIAC:

1. Administration Fee for Emergency Arbitrator Applications: An application under Rule 26.2 and Schedule 1 must be accompanied by a payment of:

<table>
<thead>
<tr>
<th>Singapore Parties</th>
<th>S$5,350*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overseas Parties</td>
<td>S$5,000</td>
</tr>
</tbody>
</table>

* Fee includes 7% GST.

2. Emergency Arbitrator’s Fees: The Emergency Arbitrator’s fees shall be capped at 20% of a sole arbitrator’s maximum fee calculated in accordance with the Schedule of Fees in force at the time of commencement of the arbitration, but shall be not less than S$20,000, unless the Registrar otherwise determines. A deposit will be required from the applicant to cover the Emergency Arbitrator’s fees and expenses shortly after the application is made.
APPENDIX 10

Analysis 1: Cross-Comparison of Procedural Rules from the ICC (1975), HKIAC (1986), and SIAC (1991)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1: Court of Arbitration</td>
<td>Article 1: Scope of Application</td>
<td>Rule 1: Scope of Application and Interpretation</td>
</tr>
<tr>
<td>(1). The Court of Arbitration of the International Chamber of Commerce is the international arbitration body attached to the International Chamber of Commerce. Members of the Court are appointed by the Council of the International Chamber of Commerce. The function of the Court is to provide for the settlement by arbitration of business disputes of an international character in accordance with these Rules.</td>
<td>(1). Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under the UNCITRAL Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in writing.</td>
<td>1.1 These Rules shall govern the arbitration except where any of these Rules is in conflict with a provision of the law applicable to the arbitration which the parties cannot derogate, that provision shall prevail.</td>
</tr>
<tr>
<td>(2). In principle, the Court meets once a month. It draws up its own internal regulations.</td>
<td>(2). These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.</td>
<td>1.2 In these Rules: “Centre” means the Singapore International Arbitration Centre, a company incorporated under the Companies Act of the Republic of Singapore as a company limited by guarantee; “Chairman” means the Chairman of the Centre; “Registrar” means the Chief Executive Officer of the Centre; “Tribunal” includes</td>
</tr>
<tr>
<td>(3). The Chairman of the Court of Arbitration or his deputy shall have power to take urgent decisions on behalf of the Court, provided that any such decision shall be reported to the Court at its next session.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4). The Court may, in the manner provided for in its internal regulations, delegate to one or more groups of its members the power to take certain decisions provided that any such decision shall be reported to the Court at its next session.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5). The Secretariat of the Court of Arbitration shall be at the Headquarters of the International Chamber of Commerce.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Article 2 Choice of arbitrators

(1). The Court of Arbitration does not itself settle disputes. Insofar as the parties shall not have provided otherwise, it appoints, or confirms the appointments of, arbitrators in accordance with the provisions of this Article. In making or confirming such appointment, the Court shall have regard to the proposed arbitrator’s nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals.

(2). The disputes may be settled by a sole arbitrator or by three arbitrators. In the following Articles the word “arbitrator” denotes a single arbitrator or three arbitrators as the case may be.

(3). Where the parties have agreed that the disputes shall be settled by a sole arbitrator, they may, by agreement, nominate him for confirmation by the Court. If the parties fail so to nominate a sole arbitrator within 30 days from the date when the Claimant’s Request for Arbitration has been communicated to the other party, the sole arbitrator shall be appointed by the Court.

(4). Where the dispute is to be referred to three arbitrators, each party shall nominate in the Request for Arbitration and the Answer thereto respectively one arbitrator for confirmation by the Court. Such person shall be independent of the party nominating him. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.

The third arbitrator, who will act as chairman of the arbitral tribunal, shall be appointed by the

Article 5: Number of Arbitrators

If the parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

Appointment of Arbitrators (Articles 6 to 8)

Article 6

(1). If a sole arbitrator is to be appointed, either party may propose to the other:
   (a). The names of one or more persons, one of whom would serve as the sole arbitrator; and
   (b). If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.

(2). If within thirty days after receipt by a party of a proposal made in accordance with paragraph 1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties. If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.

Rule 6 Number of Arbitrators

(6). A sole arbitrator shall be appointed unless the parties have agreed otherwise.

Rule 7 Appointment of Sole Arbitrator

7.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator.

7.2 If within fourteen (14) days after receipt by a party of a proposal made in accordance with Rule 7.1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties and if no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within fourteen (14) days of the receipt of a party request therefore, the Chairman shall appoint the arbitrator as soon as practicable.

7.3 In making the appointment, the appointing authority or the Chairman shall have regard to such considerations as are likely to secure the appointment of an independent and impartial
Court, unless the parties have provided that the arbitrators nominated by them shall agree on the third arbitrator within a fixed time limit. In such a case the Court shall confirm the appointment of such third arbitrator. Should the two arbitrators fail, within the time limit fixed by the parties or the Court, to reach agreement on the third arbitrator, he shall be appointed by the Court.

(5). Where the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, save where it appears to the Court that the dispute is such as to warrant the appointment of three arbitrators. In such a case the parties shall each have a period of 15 days within which to nominate an arbitrator.

(6). Where the Court is to appoint a sole arbitrator or the chairman of an arbitral tribunal, it shall choose a National Committee of the International Chamber of Commerce from which it shall request a proposal. The sole arbitrator or the chairman of an arbitral tribunal shall be chosen from a country other than those of which the parties are nationals. However, in suitable circumstances and provided that neither of the parties objects, the sole arbitrator or the chairman of the arbitral tribunal may be chosen from a country of which any one of the parties is a national.

Where the Court appoints an arbitrator on behalf of a party which has failed so to do, it shall request a proposal from the National Committee of the country of which that party is a national. If the country of such party is a national has no National Committee, the Court is at liberty to choose any person, whom it regards as suitable.

(3). The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

(a). At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names;

(b). Within fifteen days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference;

(c). After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;

(d). If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.

(4). In making the appointment, the appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.
(7). Should an arbitrator be challenged by one of the parties, the Court, as sole judge of the grounds of challenge, shall make a decision which shall be final.

(8). If an arbitrator dies or is prevented from carrying out his functions or has to resign consequent upon a challenge or for any other reason, or if the Court, after having considered the arbitrator's observations, decides that the arbitrator is not fulfilling his functions in accordance with the Rules or within the prescribed time limits, he shall be replaced. In all such cases the procedure indicated in the preceding paragraphs 3, 4 and 6 shall be followed.

**Article 7**

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.

2. If within thirty days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:
   (a). The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or
   (b). If no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within thirty days after receipt of a party's request therefor, the first party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate the appointing authority. The first party may then request the appointing authority so designated to appoint the second arbitrator. In either case, the appointing authority may exercise its discretion in appointing the arbitrator.

3. If within thirty days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under article 6.

**Rule 8 Appointment of Three Arbitrators**

8.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal.

8.2 If within fourteen (14) days after the receipt of a party’s notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:
   (a) the first party may request the appointing authority previously designated by the parties to appoint the arbitrator; or
   (b) if no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within fourteen (14) days after receipt of a party's request therefor, the first party may request the Chairman to appoint the second arbitrator.

8.3 If within fourteen (14) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority or by the Chairman if no appointing authority has been previously designated by the parties or, if the appointing authority previously designated refuses to act within the prescribed time, in the same way as a sole arbitrator would be appointed under Rule 7.
**Article 8**

(1). When an appointing authority is requested to appoint an arbitrator pursuant to article 6 or article 7, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.

(2). Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

*Challenge of Arbitrators (Articles 9 to 12)*

**Article 9**

A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

**Rule 9 Information to be Furnished to the Appointing Authority**

9.1 When an appointing authority is requested to appoint an arbitrator pursuant to Rule 7 or 8, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.

9.2 Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

**Article 10**

(1). Any arbitrator may be challenged if circumstances exist that give rise to justifiable

**Rule 10 Independence and Impartiality of Arbitrators**

10.1 An arbitrator (whether or not nominated by the parties) conducting an arbitration under these Rules shall be and remain at all times wholly independent and impartial, and shall not act as advocate for any party.

10.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
Article 11

(1). A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in articles 9 and 10 became known to that party.

(2). The challenge shall be notified to the other party, to the arbitrator who is challenged and to the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.

(3). When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in article 6 or 7 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Rule 11 Challenge of Arbitrators

11.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence.

11.2 A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Rule 12 Notice of Challenge

12.1 A party who intends to challenge an arbitrator shall send notice of his challenge within fourteen (14) days after the appointment of the challenged arbitrator has been notified to the challenging party or within fourteen (14) days after the circumstances mentioned in Rules 11.1 or 11.2 became known to that party.

12.2 The challenge shall be notified to the other party, the arbitrator who is challenged and the other members of the Tribunal. The notification shall be in writing and shall state the reasons for the challenge.

10.3 An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.
### Article 12

(1). If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:

(a). When the initial appointment was made by an appointing authority, by that authority;
(b). When the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority;
(c). In all other cases, by the appointing authority to be designated in accordance with the procedure for designating an appointing authority as provided for in article 6.

(2). If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in articles 6 to 9 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

### Rule 13 Decision on Challenge

13.1 If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:

(a). when the initial appointment was made by an appointing authority, by that authority;
(b). when the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority; and
(c). in all other cases, by the Chairman.

13.2 If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Rule 5 to 8 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.
<table>
<thead>
<tr>
<th>Article 13: Replacement of an Arbitrator</th>
<th>Rule 14 Replacement of an Arbitrator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(1)</strong> In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 6 to 9 that was applicable to the appointment or choice of the arbitrator being replaced.</td>
<td>14.1 In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Rules 7 to 11 that was applicable to the appointment or choice of the arbitrator being replaced.</td>
</tr>
<tr>
<td><strong>(2)</strong> In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.</td>
<td>14.2 In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in Rules 11 to 13 and 14.1 shall apply.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If under articles 11 to 13 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.</td>
<td>(15). If under Rules 12 to 14 the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 3: Request for arbitration</th>
<th>Article 2: Notice, Calculation of Periods of Time</th>
<th>Rule 2 Notice, Calculation of Periods of Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). A party wishing to have recourse to arbitration by the International Chamber of Commerce shall submit its Request for arbitration to the Secretariat of the Court, through its National Committee or</td>
<td>(1). For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is</td>
<td>2.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is</td>
</tr>
</tbody>
</table>
directly. In this latter case the Secretariat shall bring the Request to the notice of the National Committee concerned. The date when the Request is received by the Secretariat of the Court shall, for all purposes, be deemed to be the date of commencement of the arbitral proceedings.

(2). Request for arbitration shall inter alia contain the following information:
(a) names in full, description, and addresses of the parties,
(b) a statement of the Claimant’s case,
(c) the relevant agreements, and in particular the agreement to arbitrate, and such documentation or information as will serve clearly to establish the circumstances of the case,
(d) all relevant particulars concerning the number of arbitrators and their choice in accordance with the provisions of Article 2 above.

(3). The Secretariat shall send a copy of the Request and the documents annexed thereto to the Defendant for his Answer.

physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

(2). For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Article 3: Notice of Arbitration

(1). The party initiating recourse to arbitration (hereinafter called the "claimant") shall give to the other party (hereinafter called the "respondent") a notice of arbitration.

(2). Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

(3). The notice of arbitration shall include the following:
(a) A demand that the dispute be referred to arbitration;
(b) The names and addresses of the parties;
(c) A reference to the arbitration clause or the separate arbitration agreement that is invoked;

physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. The notice shall be deemed to have been received on the day it is so delivered.

2.2 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Rule 3 Request for or Notification of Arbitration

3.1 The party wishing to commence an arbitration under these Rules (hereinafter called the “Claimant”) shall give to the other party (hereinafter called “the Respondent”) a Notice of Arbitration which shall include or be accompanied by the following:
(a). a demand that the dispute be referred to arbitration;
(b). the names and addresses of the parties to the arbitration;
(c). a reference to the arbitration clause or the separate arbitration agreement that is invoked;
(d). A reference to the contract out of or in relation to which the dispute arises;
(e). The general nature of the claim and an indication of the amount involved, if any;
(f). The relief or remedy sought;
(g). A proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon.

(4). The notice of arbitration may also include:
(a). The proposals for the appointments of a sole arbitrator and an appointing authority referred to in article 6, paragraph 1;
(b). The notification of the appointment of an arbitrator referred to in article 7;
(c). The statement of claim referred to in article 18.

**Article 18: Statement of Claim**

(1). Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the arbitral tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.

(2). The statement of claim shall include the following particulars:
(a). The names and addresses of the parties;
(b). A statement of the facts supporting the claim;
(c). The points at issue;
(d). The relief or remedy sought.

The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

(d). a reference to the contract out of or in relation to which the dispute arises;
(e). a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed; and
(f). a statement of any matters on which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal.

3.2 The Notice of Arbitration may also include:
(a) the proposals for the appointment of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively;
(b) the notification of appointment of an arbitrator referred to in Rule 8; and
(c) the Statement of Case referred to in Rule 17.

3.3 The date of receipt of the Notice of Arbitration shall be deemed to be the date on which the arbitration has commenced.

3.4 The Claimant shall file with the Registrar a copy of the Notice of Arbitration served on the Respondent.

3.5 The parties shall also file with the Registrar a copy of any other notice, including a notification, communication or proposal concerning the arbitral proceedings.

3.6 If the parties have agreed on an appointing authority other than the Chairman, they shall inform the Registrar of the name of that authority.
**Article 4: Answer to the request**

1. Defendant shall within 30 days from the receipt of the documents referred to in paragraph 3 of Article 3 comment on the proposals made concerning the number of arbitrators and their choice and, where appropriate, nominate an arbitrator. He shall at the same time set out his defense and supply relevant documents. In exceptional circumstances the Defendant may apply to the Secretariat for an extension of time for the filing of his defense and his documents. The application must, however, include the Defendant's comments on the proposals made with regard to the number of arbitrators and their choice and also, where appropriate, the nomination of an arbitrator. If the Defendant fails so to do, the Secretariat shall report to the Court, which shall proceed with the arbitration in accordance with these Rules.

2. A copy of the Answer and of the documents annexed thereto, if any, shall be communicated to the Claimant for his information.

**Article 19: Statement of Defense**

1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of defense in writing to the claimant and to each of the arbitrators.

2. The statement of defense shall reply to the particulars (b), (c) and (d) of the statement of claim (article 18, para. 2). The respondent may annex to his statement the documents on which he relies for his defense or may add a reference to the documents or other evidence he will submit.

3. In his statement of defense, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.

4. The provisions of article 18, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

**Rule 4 Response by Respondent**

4.1 For the purpose of facilitating the appointment of arbitrators, within fourteen (14) days of receipt of the Notice for Arbitration the respondent may send to the Claimant a Response containing:
   (a) a confirmation or denial of all or part of the claims;
   (b) a brief statement of the nature and circumstances of any envisaged counterclaims; and
   (c) comment in response to any statements contained in the Notice of Arbitration, as called for under Rule 3.1 paragraphs (e) and (f), on matters relating to the conduct of the arbitration.

4.2 The Response may also include:
   (a) comment in response to proposals for the appointments of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively; and
   (b) the notification of the appointment of an arbitrator referred to in Rule 8.

4.3 The Respondent shall send a copy of the Response to the Registrar and shall confirm to the Registrar that copies have been served on the other party.

4.4 Failure to send a Response shall not prelude the Respondent from denying the claim nor from setting out a counterclaim in its Statement of Defense.
<table>
<thead>
<tr>
<th>Article 5: Counter-claim.</th>
<th>Article 22: Further Written Statements</th>
<th>Article 23: Periods of Time</th>
<th>Rule 17 Submission of Written Statements and Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). If the Defendant wishes to make a counter claim, he shall file the same with the Secretariat, at the same time as his Answer as provided for in Article 4.</td>
<td>The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defense, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.</td>
<td>The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed forty-five days. However, the arbitral tribunal may extend the time-limits if it concludes that an extension is justified.</td>
<td>17.1 The Tribunal may determine the periods of time within which the parties shall submit their written statements. If no specific periods of time are determined by the Tribunal the parties shall proceed as set out in this Rule.</td>
</tr>
<tr>
<td>(2). It shall be open to the Claimant to file a Reply with the Secretariat within 30 days from the date when the Counter-claim was communicated to him.</td>
<td></td>
<td></td>
<td>17.2 Within thirty (30) days of receipt of notification from the sole arbitrator or the presiding arbitrator that the Tribunal has been constituted, the Claimant shall, if he has not done so, send to the Respondent a Statement of Case setting out in full detail the facts and any contentions of law on which it relies, and the relief claimed.</td>
</tr>
</tbody>
</table>

**Article 6: Pleadings and written statements, notifications or communications**

All pleadings and written statements submitted by the parties, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat.

All notifications or communications from the Secretariat and the arbitrator shall be validly made if they are delivered against receipt or forwarded by registered post to the address or last known address of the party for whom the same are intended as notified by the party in question or by the other party as appropriate.

Notification or communication shall be deemed to have been effected on the day when it was received, or should, if made in accordance with the preceding paragraph, have been received by the party itself or by its representative.

**Rule 17 Submission of Written Statements and Documents**

17.1 The Tribunal may determine the periods of time within which the parties shall submit their written statements. If no specific periods of time are determined by the Tribunal the parties shall proceed as set out in this Rule.

17.2 Within thirty (30) days of receipt of notification from the sole arbitrator or the presiding arbitrator that the Tribunal has been constituted, the Claimant shall, if he has not done so, send to the Respondent a Statement of Case setting out in full detail the facts and any contentions of law on which it relies, and the relief claimed.

17.3 Within thirty (30) days of receipt of Statement of Case, or the notification referred to in Rule 17.2, where the Statement of Case was served with the Notice of Arbitration, the Respondent shall send to the Claimant a Statement of Defense stating in full detail which of the facts and contentions of law in the Statement of Case it admits or denies, on what grounds, and on what
other facts and contentions of law it relies. Any counterclaims shall be submitted with the Statement of Defense in the same manner as claims are set out in the Statement of Case.

17.4 The Tribunal shall decide which further written statement, in addition to the Statement of Case and the Statement of Defense, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

17.5 The periods of time fixed by the Tribunal for the submission of written statements (including the Statement of Case and the Statement of Defense) shall not exceed forty-five (45) days. However the Tribunal may extend the time-limits on such terms as it may deem appropriate.

17.6 All Statements referred to in this Rule shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where appropriate) by any relevant samples.

17.7 Copies of all statements referred to this Rule shall be served on the Tribunal and the Registrar.

17.8 As soon as practicable following completion of the submission of the Statements specified in this Rule, the Tribunal shall proceed in such manner as has been agreed by the parties, or pursuant to its authority under these Rules.

17.9 If the Claimant fails within the time specified under these Rules or as may be fixed by the arbitral
| Article 7: Absence of agreement to arbitrate | Tribunal, to submit his Statement of Case, the arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. If the Respondent fails to submit a Statement of Defense, or if at any point any party fails to avail itself of the opportunity to present its case in the matter directed by the Tribunal, the Tribunal may nevertheless proceed with the arbitration and make the award. |
| where there is no prima facie agreement between the parties to arbitrate or where there is an agreement but it does not specify the International Chamber of Commerce, and if the Defendant does not file an Answer within the period of 30 days provided by paragraph 1 of Article 4 or refuses arbitration by the International Chamber of Commerce, the Claimant shall be informed that the arbitration cannot proceed. | |
| Article 8: Effect of the agreement to arbitrate | Article 21: Pleas as to the Jurisdiction of the Arbitral Tribunal | Rule 24 Additional Powers of the Tribunal |
| 1. Where the parties have agreed to submit to arbitration by the International Chamber of Commerce, they shall be deemed thereby to have submitted ipso facto to the present Rules. | (1). The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement. | 24.1 Unless the parties at any time agree otherwise, and subject to any mandatory limitations of any applicable law, the Tribunal shall have the power, on the application of any party or of its own motion, but in either case only after giving the parties a proper opportunity to state their views, to: |
| 2. If one of the parties refuses or fails to take part in the arbitration, the arbitration shall proceed notwithstanding such refusal or failure. | (2). The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of article 21, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be | (a). determine what are the rules of law governing or applicable to any contract, or arbitration agreement or issue between the parties; |
| 3. Should one of the parties raise one or more pleas concerning the existence or validity of the agreement to arbitrate, and should the Court be | | |
| }
satisfied of the prima facie existence of such an agreement, the Court may, without prejudice to the admissibility or merits of the plea or pleas, decide that the arbitration shall proceed. In such a case any decision as to the arbitrator’s jurisdiction shall be taken by the arbitrator himself.

(4). Unless otherwise provided, the arbitrator shall not cease to have jurisdiction by reason of any claim that the contract is null and void or allegation that it is inexistent provided that he upholds the validity of the agreement to arbitrate. He shall continue to have jurisdiction, even though the contract itself may be inexistent or null and void, to determine the respective rights of the parties and to adjudicate upon their claims and pleas.

(5). Before the file is transmitted to the arbitrator, and in exceptional circumstances even thereafter, the parties shall be at liberty to apply to any competent judicial authority for interim or conservatory measures, and they shall not by so doing be held to infringe the agreement to arbitrate or to affect the relevant powers reserved to the arbitrator.

Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat of the Court of Arbitration. The Secretariat shall inform the arbitrator thereof.

(3). A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counterclaim.

(4). In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

(b). order the correction of any such contract or arbitration agreement, but only to the extent required to rectify any mistake which it determines to be common to all the parties and then only if and to the extent to which the rules of law governing or applicable to the contract permit such correction:
(c). allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes between them;
(d). allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
(e). extend or abbreviate any time limits provided by these Rules or by its directions;
(f). conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
(g). order the parties to make any property or thing available for inspection, in their presence, by the Tribunal or any expert;
(h). order the preservation, storage, sale or other disposal of any property or thing under the control of any party;
(i). order any party to produce to the Tribunal, and to the other parties for inspection, and to supply copies of, any documents or classes of documents in their possession or power which the Tribunal determines to be relevant.

24.2 By agreeing to arbitration under these Rules the parties shall be taken to have agreed to apply only to the Tribunal, and not to any court of law or other judicial authority, for an order under paragraphs (g), (h) or (i) of Rule 24.1.
<table>
<thead>
<tr>
<th>Rule 25 Jurisdiction of the Tribunal</th>
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<tbody>
<tr>
<td><strong>25.1</strong> The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.</td>
</tr>
<tr>
<td><strong>25.2</strong> A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this paragraph if it considers the delay justified.</td>
</tr>
<tr>
<td><strong>25.3</strong> In addition to the jurisdiction to exercise the powers defined elsewhere in these rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed in the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal’s orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.</td>
</tr>
<tr>
<td>Article 26: Interim Measures of Protection</td>
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<td>------------------------------------------</td>
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<tr>
<td>(1). At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute, including measures for the conservation of the goods forming the subject-matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.</td>
</tr>
<tr>
<td>(2). Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.</td>
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<tr>
<td>(3). A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.</td>
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</table>

**Article 30: Waiver of Rules**

A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.
Article 9: Deposit to cover costs of arbitration

(1). The Court shall fix the amount of the deposit in a sum likely to cover the costs of arbitration of the claims which have been referred to it.

Where, apart from the principal claim, one or more counter-claims are submitted, the Court may fix separate deposits for the principal claim and the counter-claim or counter claims.

(2). As a general rule, the deposits shall be paid in equal shares by the Claimant or Claimants and the Defendant or Defendants. However, any one party shall be free to pay the whole deposit in respect of the claim or the counter-claim should the other party fail to pay a share.

(3). The Secretariat may make the transmission of the file to the arbitrator conditional upon the payment by the parties or one of them of the whole or part of the deposit to the International Chamber of Commerce.

(4). When the Terms of Reference are communicated to the Court in accordance with the provisions of Article 13, the Court shall verify whether the requests for deposit have been complied with.

The Terms of Reference shall only become operative and the arbitrator shall only proceed in respect of those claims for which the deposit has been duly paid to the International Chamber of Commerce.

Article 41: Deposit of Costs

(1). The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in article 38, paragraphs (a), (b) and (c).

(2). During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.

(3). If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority which may make any comments to the arbitral tribunal which it deems appropriate concerning the amount of such deposits and supplementary deposits.

(4). If the required deposits are not paid in full within thirty days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

(5). After the award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Rule 26 Deposits and Security

26.1 The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs referred to in Rule 29. Interest on sums deposited, if any, shall be accumulated to the deposits.

26.2 During the course of the arbitration proceedings the Tribunal may request supplementary deposits from the parties.

26.3 The Tribunal shall have the power to order any party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner the Tribunal thinks fit.

26.4 By agreeing to arbitration under these Rules the parties shall be taken to have agreed to apply only to the Tribunal, and not to any court of law or other judicial authority, for an order under Rule 26.1 or 26.2, or for an order for security for costs under Rule 26.3.

26.5 Without prejudice to the right of any party to apply to a competent court for pre-award conservatory measures (except those referred to in Rules 26.1 or 26.2, and 26.3), the Tribunal shall also have the power to order any party to provide security for all or part of any amount in dispute in the arbitration.

26.6 In the event that orders under Rules 26.1, 26.2 and 26.3 are not complied with, the Tribunal may disregard claims or counterclaims by the non-complying party, although it may proceed to determine claims or counterclaims by complying parties.
<table>
<thead>
<tr>
<th>Article 10: Transmission of the file to the arbitrator</th>
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<tbody>
<tr>
<td>Subject to the provisions of Article 9, the Secretariat shall transmit the file to the arbitrator as soon as it has received the Defendant's Answer to the Request for Arbitration, at the latest upon the expiry of the time limits fixed in Articles 4 and 5 above for the filing of these documents.</td>
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</table>

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<tr>
<th>Article 11: Rules governing the proceedings</th>
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<tbody>
<tr>
<td>The rules governing the proceedings before the arbitrator shall be those resulting from these Rules and, where these Rules are silent, any rules which the parties (or, failing them, the arbitrator) may settle, and whether or not reference is thereby made to a municipal procedural law to be applied to the arbitration.</td>
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<tr>
<th>Article 12: Place of arbitration</th>
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<tbody>
<tr>
<td>The place of arbitration shall be fixed by the Court, unless agreed upon by the parties.</td>
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<tr>
<th>Article 16: Place of Arbitration</th>
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<tbody>
<tr>
<td>(1). Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration.</td>
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<tr>
<th>Rule 18 Place of Arbitration</th>
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<tbody>
<tr>
<td>18.1 The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines in view of all the circumstances of the case that another place is more appropriate.</td>
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</table>

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<tr>
<th>Rule 18 Place of Arbitration</th>
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<tbody>
<tr>
<td>18.2 The Tribunal may hold hearings and meetings anywhere convenient, subject to the provisions of Rule 21.2 and provided that the award shall be made at the place of arbitration.</td>
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</tbody>
</table>
given sufficient notice to enable them to be present at such inspection.

(4). The award shall be made at the place of arbitration.

<table>
<thead>
<tr>
<th>Article 13: Terms of reference</th>
<th>Article 33: Applicable Law, Amiable Compositeur</th>
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<tbody>
<tr>
<td>(1). Before proceeding with the preparation of the case, the arbitrator shall draw up, on the basis of the documents or in the presence of the parties and in the light of their most recent submissions, a document defining his Terms of Reference. This document shall include the following particulars: (a). the full names and description of the parties, (b) the addresses of the parties to which notifications or communications arising in the course of the arbitration may validly be made, (c). a summary of the parties' respective claims, (d). definition of the issues to be determined, (e). the arbitrator's full name, description and address, (f) the place of arbitration, (g). particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitrator to act as amiable compositeur, (h). such other particulars as may be required to make the arbitral award enforceable in law, or may be regarded as helpful by the Court of Arbitration or the arbitrator.</td>
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<tr>
<td>(2). The document mentioned in paragraph 1 of this Article shall be signed by the parties and the arbitrator. Within two months of the date when the file has been transmitted to him, the arbitrator shall</td>
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<tr>
<td>(1). The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.</td>
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</tr>
<tr>
<td>(2). The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.</td>
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</tr>
<tr>
<td>(3). In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.</td>
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</table>
transmit to the Court the said document signed by himself and by the parties. Upon the arbitrator’s request, the Court may, in exceptional circumstances, extend this time limit.

Should one of the parties refuse to take part in the drawing up of the said document or to sign the same, the Court, if it is satisfied that the case is one of those mentioned in paragraphs 2 and 3 of Article 8, shall take such action as is necessary for its approval. Thereafter the Court shall set a time limit for the signature of the statement by the defaulting party and on expiry of that time limit the arbitration shall proceed and the award shall be made.

(3). The parties shall be free to determine the law to be applied by the arbitrator to the merits of the dispute. In the absence of any indication by the parties as to the applicable law, the arbitrator shall apply the law designated as the proper law by the rule of conflict which he deems appropriate.

(4). The arbitrator shall assume the powers of an amiable compositeur if the parties are agreed to give him such powers.

(5). In all cases the arbitrator shall take account of the provisions of the contract and the relevant trade usages.

<table>
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<tr>
<th>Article 14: The arbitral proceedings</th>
<th>Article 15: General Provisions</th>
<th>Rule 16 Conduct of the Proceedings</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). The arbitrator shall proceed within as short a time as possible to establish the facts of the case by all appropriate means. After study of the written submissions of the parties and of all</td>
<td>(1). Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at any stage of the</td>
<td>16.1 The parties may agree on the arbitral procedure, and are encouraged to do so.</td>
</tr>
</tbody>
</table>
documents relied upon, the arbitrator shall hear the parties together in person if one of them so requests; and failing such a request he may of his own motion decide to hear them.

In addition, the arbitrator may decide to hear any other person in the presence of the parties or in their absence provided they have been duly summoned.

(2). The arbitrator may appoint one or more experts, define their terms of reference, receive their reports and/or hear them in person.

(3). The arbitrator may decide the case on the relevant documents alone if the parties so request or agree.

proceedings each party is given a full opportunity of presenting his case.

(2). If either party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

(3). All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other party.

16.2 In the absence of procedural rules agreed by the parties or contained herein, the Tribunal shall have the widest discretion allowed under such law as may be applicable to ensure the just, expeditious, economical, and final determination of the dispute.

16.3 In the case of a three-member Tribunal, the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

Rule 21 Hearings

21.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests, hold hearings for the presentation of evidence by witnesses, including expert witnesses or for oral argument.

21.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitration, and the sole or presiding arbitrator shall give the parties reasonable notice thereof.

21.3 If any party to the proceedings fails to appear at a hearing, without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the award on the evidence before it.

21.4 The Tribunal may in advance of hearings submit to the parties a list of questions which it wishes them to treat with special attention.

21.5 All meetings and hearings shall be in private unless the parties agree otherwise.

21.6 The Tribunal may declare the hearings closed if the parties have no further proof to offer or witnesses to be heard or submissions to make. The Tribunal may on its own motion or upon application of a party but before any award is made, reopen the hearings.
### Article 27: Experts

(1). The arbitral tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

(2). The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

(3). Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.

(4). At the request of either party the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of article 25 shall be applicable to such proceedings.

### Rule 23 Experts Appointed by the Tribunal

23.1 Unless otherwise agreed by the parties, the Tribunal:

(a). may appoint one or more experts to report to the Tribunal on specific issues;

(b). may require a party to give any such expert any relevant information or to produce, or to provide access to any relevant documents, goods or property for inspection by the expert.

23.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing at which the parties shall have the opportunity to question him, and to present expert witnesses in order to testify on the points at issue.
### Article 15

1. At the request of one of the parties or if necessary on his own initiative, the arbitrator, giving reasonable notice, shall summon the parties to appear before him on the day and at the place appointed by him and shall so inform the Secretariat of the Court.

2. If one of the parties, although duly summoned, fails to appear, the arbitrator, if he is satisfied that the summons was duly received and the party is absent without valid excuse, shall have power to proceed with the arbitration, and such proceedings shall be deemed to have been conducted in the presence of all parties.

3. The arbitrator shall determine the language or languages of the arbitration, due regard being paid to all the relevant circumstances and in particular to the language of the contract.

4. The arbitrator shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitrator and of the parties, persons not involved in the proceedings shall not be admitted.

5. The parties may appear in person or through duly accredited agents. In addition, they may be assisted by advisers.

### Article 17: Language

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the

### Rule 19 Language of Arbitration

19.1 Subject to an agreement by the parties, the Tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the Statement of Case, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.

19.2 If a document is drawn up in a language other than the language(s) of the arbitration, and no translation of such document is submitted by the party producing the document, the Tribunal, or if the Tribunal has not been established, the Registrar may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

### Article 16

The parties may make new claims or counter-claims before the arbitrator on condition that these
remain within the limits fixed by the Terms of Reference provided for in Article 13 or that they are specified in a rider to that document, signed by the parties and communicated to the Court.

<table>
<thead>
<tr>
<th>Article 17: Award by consent</th>
<th>Article 34: Settlement or Other Grounds for Termination</th>
</tr>
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<tbody>
<tr>
<td>If the parties reach a settlement after the file has been transmitted to the arbitrator in accordance with Article 10, the same shall be recorded in the form of an arbitral award made by consent of the parties.</td>
<td>(1). If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.</td>
</tr>
<tr>
<td>(2). If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.</td>
<td></td>
</tr>
<tr>
<td>(3). Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of article 32, paragraphs 2 and 4 to 7, shall apply.</td>
<td></td>
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### Article 18: Time-limit for awards

(1). The arbitrator shall make his award within six months of the date of signing the document mentioned in Article 13.

(2). The Court may, in exceptional circumstances and pursuant to a reasoned request from the arbitrator, or if need be on its own initiative extend this time limit if it decides that it is necessary so to do.

(3). Where no such extension is granted and, if appropriate, after application of the provisions of Article 2 (8), the Court shall determine the manner in which the dispute is to be resolved.

### Article 19: Awards by three arbitrators

When three arbitrators have been appointed, the award is given by a majority decision. If there be no majority, the award shall be made by the Chairman of the arbitral tribunal alone.

### Article 31: Decisions

(1). When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.

(2). In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.

### Rule 27 The Award

27.1 The Tribunal shall make its award in writing within forty-five (45) days from the date on which the hearings are closed and, unless all the parties agree otherwise, shall state the reasons upon which its award is based. The award shall state its date and shall be signed by the arbitrator or arbitrators.

27.2 If any arbitrator refuses or fails to comply with the mandatory provisions of any applicable law relating to the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.

27.3 Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority. Failing a majority decision on any issue, the presiding arbitrator of the Tribunal shall
make the award alone as if he were sole arbitrator. If an arbitrator refuses or fails to sign the award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.

27.4 The sole arbitrator or presiding arbitrator shall be responsible for delivering the award to the Registrar, which shall transmit certified copies to the parties provided that the costs of the arbitration have been paid to the Centre in accordance with Rule 29.

27.5 Awards may be expressed in any currency, and the Tribunal may award that simple or compound interest shall be paid by any party on any sum which is the subject of the reference at such rates as the Tribunal determines to be appropriate, without being bound by legal rates of interest, in respect of any period which the Tribunal determines to be appropriate ending not later than the date upon which the award is complied with.

27.6 The Tribunal may make separate final awards on different issues at different times, which shall be subject to correction under the procedure specified in Rule 28. Such awards shall be enforceable.

27.7 In the event of a settlement, the Tribunal may render an award recording the settlement if any party so requests. If the parties do not require a consent award, then on confirmation in writing by the parties to the Registrar that a settlement has been reached the Tribunal shall be discharged and the reference to arbitration concluded, subject to
27. By agreeing to arbitration under these Rules, the parties undertake to carry out the award without delay, and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may be validly made. Awards shall be final and binding on the parties as from the date they are made.

### Article 20: Decision as to costs of arbitration

1. The arbitrator's award shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties shall bear the costs or in what proportions the costs shall be borne by the parties.

2. The costs of the arbitration shall include the arbitrator's fees and the administrative costs fixed by the Court in accordance with the scale annexed to the present Rules, the expenses, if any, of the arbitrator, the fees and expenses of any experts, and the normal legal costs incurred by the parties.

3. The Court may fix the arbitrator's fees at a figure higher or lower than that which would result from the application of the annexed scale if in the exceptional circumstances of the case this appears to be necessary.

### Article 21: Scrutiny of award by the Court

Before signing an award, whether partial or definitive, the arbitrator shall submit it in draft form to the Court. The Court may lay down modifications as to the form of the award and,

### Article 35: Interpretation of the Award

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award.
without affecting the arbitrator's liberty of decision, may also draw his attention to points of substance. No award shall be signed until it has been approved by the Court as to its form.

(2). The interpretation shall be given in writing within forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 32, paragraphs 2 to 7, shall apply.

**Article 36: Correction of the Award**

(1). Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.

(2). Such corrections shall be in writing, and the provisions of article 32, paragraphs 2 to 7, shall apply.

**Rule 28 Correction of Awards and Additional Awards**

28.1 Within thirty (30) days of receipt of the award, unless another period of time has been agreed upon by the parties, a party may by notice to the Registrar request the Tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature. If the Tribunal considers the request to be justified, it shall make the corrections within thirty (30) days of receipt of the request. Any correction, which shall take the form of a separate memorandum, shall become part of the award.

28.2 The Tribunal may correct any error of the type referred to in Rule 28.1 on its own initiative within thirty (30) days of the date of the award.

28.3 Unless otherwise agreed by the parties, a party may, within thirty (30) days of receipt of the award, and with notice to the other party or parties, by notice to the Registrar request the Tribunal to make an additional awards as to claims presented in the arbitral proceedings but not dealt with in the award. If the Tribunal considers the request to be justified, it shall make the additional award within forty-five (45) days.

28.4 The provisions of Rule 27 shall apply mutatis mutandis to a correction of the award and to any additional award.
<table>
<thead>
<tr>
<th>Article 22: Making of award</th>
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<tr>
<td>The arbitral award shall be deemed to be made at the place of the arbitration proceedings and on the date when it is signed by the arbitrator.</td>
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<tr>
<th>Article 23: Notification of award to parties</th>
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<tbody>
<tr>
<td>(1). Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitrator; provided always that the costs of the arbitration have been fully paid to the International Chamber of Commerce by the parties or by one of them.</td>
</tr>
<tr>
<td>(2). Additional copies certified true by the Secretary-General of the Court shall be made available, on request and at any time, to the parties but to no one else.</td>
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<td>(3). By virtue of the notification made in accordance with paragraph 1 of this article, the parties waive any other form of notification or deposit on the part of the arbitrator.</td>
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<tr>
<th>Article 24: Finality and enforceability of award</th>
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<tr>
<td>(1). The arbitral award shall be final.</td>
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<tr>
<td>(2). By submitting the dispute to arbitration by the International Chamber of Commerce, the parties shall be deemed to have undertaken to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.</td>
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<tr>
<th>Article 32: Form and Effect of the Award</th>
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<tr>
<td>(1). In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.</td>
</tr>
<tr>
<td>(2). The award shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay.</td>
</tr>
<tr>
<td>(3). The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.</td>
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</table>
(4). An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.

(5). The award may be made public only with the consent of both parties.

(6). Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.

(7). If the arbitration law of the country where the award is made requires that the award be filed or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law.

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<tr>
<th>Article 25: Deposit of award</th>
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<tr>
<td>An original of each award made in accordance with the present Rules shall be deposited with the Secretariat of the Court.</td>
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<td>The arbitrator and the Secretariat of the Court shall assist the parties in complying with whatever further formalities may be necessary.</td>
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<tr>
<th>Article 26: General rule</th>
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<tbody>
<tr>
<td>In all matters not expressly provided for in these Rules, the Court of Arbitration and the arbitrator shall act in the spirit of these Rules and shall make every effort to make sure that the award is enforceable at law.</td>
</tr>
</tbody>
</table>
Appendix II: Schedule of Conciliation and Arbitration Costs

(1). **Registration Fee.** Each party to a dispute submitted to the ICC for conciliation and arbitration shall be liable for a registration fee of US $ 50 and no application will be entertained unless accompanied by this deposit. The registration fee shall also be payable by each party if the ICC is called upon to appoint an arbitrator or arbitrators outside the procedure of its Court of Arbitration. The registration fee is not recoverable and becomes the property of the ICC.

(3). **Costs of Arbitration.**
(a). The costs of arbitration comprise the fee of the arbitrator (or arbitrators) and the administrative charge, and may furthermore include personal expenses of the arbitrator(s) and the cost of any expertise as well as similar expenses.
(b). Before a case (or counterclaim) can be submitted to the arbitrator(s), the parties, or, failing this, the claimant (or counterclaimant, as the case may be), shall pay a deposit covering the fee of the arbitrator(s) and the administrative charge (fixed in accordance with the table hereinafter set out).
(c). The Court shall fix the fee of the arbitrator(s) in accordance with the table hereinafter set out or, where the sum in dispute is not stated, at its discretion.
(d). When a case is submitted to more than one arbitrator, the Court, at its discretion, shall have the right to increase the fee up to a maximum of three times the fee payable to one arbitrator.

Costs (Articles 38 to 40)

**Article 38**
The arbitral tribunal shall fix the costs of arbitration in its award. The term "costs" includes only:
(a). The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 39;
(b). The travel and other expenses incurred by the arbitrators;
(c). The costs of expert advice and of other assistance required by the arbitral tribunal;
(d). The travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
(e). The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
(f). Any fees and expenses of the appointing authority as well as the expenses of the Secretary-General of the Permanent Court of Arbitration at The Hague.

**Rule 29 Costs**
29.1 The costs of the arbitration (other than the legal or other costs incurred by the parties themselves) shall be fixed by the Tribunal in its award. The term 'cost' includes only:
(a). The fees of the Tribunal to be stated separately as to each arbitrator and to be fixed by the Tribunal itself in accordance with Rule 30;
(b). The travel and other expenses incurred by the arbitrators;
(c). The costs of expert advice and of other assistance required by the Tribunal;
(d). The travel and other expenses of witnesses to the extent such expenses are approved by the Tribunal;
(e). The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
(f). Any fees and expenses of the appointing authority;
(g). Expenses reasonable incurred by the Centre in connection with the arbitration as well as its administrative charges.

29.2 The Tribunal shall specify in the award the total amount of the costs of the arbitration. Unless the parties shall agree otherwise, the Tribunal shall determine the proportions in which the parties shall pay all or part of them to the Centre. If the Tribunal has determined that all or any part of the
(e). When arbitration is preceded by attempted conciliation, half of the administrative charge paid in respect of the said attempt shall be credited to the administrative charge of the arbitration.

(f). Before any expertise can be commenced, the parties, or one of them, shall pay a deposit sufficient to cover the expected fee and expenses as determined by the arbitrator(s).

(g). If a case, not preceded by attempted conciliation, is withdrawn before it reaches the arbitrator(s), any deposit made shall be returned to the parties, after deduction of a sum equal to half the administrative charge.

(4). **Scale of Administrative Charge and Fees.**
To calculate the administrative charge and the fee the percentages applied to each successive slice of the sum in dispute are to be added together.

**Article 39**

(1). The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.

(2). If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the arbitral tribunal in fixing its fees shall take that schedule of fees into costs of the arbitration shall be paid by any party other than a party which has already paid them to the Centre, the latter shall have the right to recover the appropriate amount from the former.

29.3 The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party (apart from the costs of the arbitration) be paid by another party.

29.4 If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall be jointly and severally liable to pay the costs of the arbitration as determined by the Tribunal. In the event that the costs so determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing agreement, in the same proportions as the deposits were made.

**Rule 30 Amount of Tribunal’s Fees**

30.1 The fees of the Tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.

30.2 If an appointing authority has been agreed upon by the parties or designated by the Chairman, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the Tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.
account to the extent that it considers appropriate in the circumstances of the case.

3. If such appointing authority has not issued a schedule of fees for arbitrators in international cases, any party may at any time request the appointing authority to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the authority appoints arbitrators. If the appointing authority consents to provide such a statement, the arbitral tribunal in fixing its fees shall take such information into account to the extent that it considers appropriate in the circumstances of the case.

4. In cases referred to in paragraphs 2 and 3, when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix its fees only after consultation with the appointing authority which may make any comment it deems appropriate to the arbitral tribunal concerning the fees.

**Article 40**

1. Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

2. With respect to the costs of legal representation and assistance referred to in article 38, paragraph (e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or

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<thead>
<tr>
<th>a) Administrative charge</th>
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<tr>
<td><strong>Sum in dispute</strong></td>
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<td>(in US dollars)</td>
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<td>From 0 to 25,000</td>
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<td>From 25,000 to 100,000</td>
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<td>From 100,000 to 500,000</td>
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<td>From 10,000,000 to 100,000,000</td>
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<td>Over 100,000,000</td>
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<tr>
<th>b) Arbitrator's fees</th>
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<tr>
<td><strong>Sum in dispute</strong></td>
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<td>(in US dollars)</td>
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<td>From 0 to 25,000</td>
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<td>From 10,000,000 to 100,000,000</td>
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<td>Over 100,000,000</td>
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[1] See paras. 2, 3 (f), 3 (e), 3 (g)
[2] See paras. 3 (e), 3 (d)
may apportion such costs between the parties if it determines that apportionment is reasonable.

(3). When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall fix the costs of arbitration referred to in article 38 and article 39, paragraph 1, in the text of that order or award.

(4). No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under articles 35 to 37.

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<thead>
<tr>
<th>Article 4: Representation and Assistance</th>
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<tbody>
<tr>
<td>The parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party; such communication must specify whether the appointment is being made for purposes of representation or assistance.</td>
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<tr>
<th>Rule 20 Party Representatives</th>
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<tbody>
<tr>
<td>(20). Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require.</td>
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<tr>
<th>Article 20: Amendments to the Claim or Defense</th>
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<tbody>
<tr>
<td>During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.</td>
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</table>
**Evidence and Hearings (Articles 24 and 25)**

**Article 24**

1. Each party shall have the burden of proving the facts relied on to support his claim or defense.

2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defense.

3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.

**Article 25**

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.

2. If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he intends to present, the subject upon and the languages in which such witnesses will give their testimony.

**Rule 22 Witnesses**

22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses it wishes to call, as well as the subject matter of their testimony and its relevance to the issues.

22.2 The Tribunal has discretion to allow, refuse, or limit the appearance of witnesses, whether witnesses of fact or expert witnesses.

22.3 Any witness who gives oral evidence may be questioned by each of the parties or their representatives, under the control of the Tribunal.
(3). The arbitral tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least fifteen days before the hearing.

(4). Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.

(5). Evidence of witnesses may also be presented in the form of written statements signed by them.

(6). The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

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<th>Article 28: Default</th>
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<td>(1). If, within the period of time fixed by the arbitral tribunal, the claimant has failed to communicate his claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his statement of defense without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.</td>
</tr>
<tr>
<td>(2). If one of the parties, duly notified under these Rules, fails to appear at a hearing, without</td>
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<tr>
<td>The Tribunal may put questions at any stage of the examination of the witnesses.</td>
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<tr>
<td>22.4 The testimony of witnesses may be presented in written form, either as signed statements or by duly sworn affidavits. Subject to Rule 22.2 any party may request that such a witness should attend for oral examination at a hearing. If he fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or exclude it altogether.</td>
</tr>
<tr>
<td>22.5 Subject to the mandatory provisions of any applicable law it shall be proper for any party or its legal practitioners to interview any witness or potential witness prior to his appearance at any hearing.</td>
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showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

(3). If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

**Article 29: Closure of Hearings**

(1). The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

(2). The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

**Article 37: Additional Award**

(1). Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

(2). If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.

(3). When an additional award is made, the provisions of article 32, paragraphs 2 to 7, shall apply.
<table>
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<tr>
<th>Rule 5 Centre to Provide Assistance</th>
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<tbody>
<tr>
<td>(5). The Registrar shall, at the request of the Tribunal or either party, make available, or arrange for, such facilities and assistance for the conduct of arbitration proceedings as may be required, including suitable accommodation for sittings of the Tribunal, secretarial assistance and interpretation facilities.</td>
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</tbody>
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<tr>
<th>Rule 31 Exclusion of Jurisdiction of Court</th>
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<tbody>
<tr>
<td>(31). If the parties have chosen Singapore as the place of arbitration, the parties agree in accordance with section 30 of the Singapore Arbitration Act that the right of appeal of either party to the High Court of Singapore under section 28 of the Act shall be excluded in relation to the award of the Tribunal and that neither party shall have the right to the High Court of Singapore under section 29(1)(a) of the Act for the determination of any question of law arising in the course of the reference to arbitration.</td>
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<tr>
<td><strong>Rule 32 Exclusion of Liability</strong></td>
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<tr>
<td>32.1 Neither the Centre nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save that the arbitrator (but not the Centre) may be liable for the consequences of conscious and deliberate wrongdoing.</td>
</tr>
<tr>
<td>32.2 After the award has been made and the possibilities of correction and additional awards referred to in Rule 28 have lapsed or been exhausted, neither the Centre nor any arbitrator shall be under any obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any arbitrator or any officer of the Centre a witness in any legal proceedings arising out of the arbitration.</td>
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## APPENDIX 11

**Analysis 2: Cross-Comparison of Procedural Rules from HKIAC (2018) and SIAC (2016)**

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<tbody>
<tr>
<td><strong>Article 1: Scope of Application</strong></td>
<td><strong>Rule 1: Scope of Application and Interpretation</strong></td>
</tr>
<tr>
<td>1.1 These Rules shall govern arbitrations where an arbitration agreement (whether entered into before or after a dispute has arisen) either: (a) provides for these Rules to apply; or (b) subject to Articles 1.3 and 1.4 below, provides for arbitration “administered by HKIAC” or words to similar effect.</td>
<td>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.</td>
</tr>
<tr>
<td>1.2 By agreeing to arbitration in accordance with Article 1.1, the parties accept that the arbitration shall be administered by HKIAC.</td>
<td>1.2 These Rules shall come into force on 1 August 2016 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.</td>
</tr>
<tr>
<td>1.3 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming HKIAC as appointing authority, or from requesting certain administrative services from HKIAC, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by HKIAC from time to time.</td>
<td>1.3 In these Rules:</td>
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<tr>
<td>1.4 Subject to Article 1.5, these Rules shall come into force on 1 November 2018 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date.</td>
<td>“Award” includes a partial, interim or final award and an award of an Emergency Arbitrator;</td>
</tr>
<tr>
<td>1.5 Unless otherwise agreed by the parties: (a) Article 43 and paragraphs 1(a) and 21 of Schedule 4 shall not apply if the arbitration agreement was concluded before the date on which these Rules came into force; and (b) Articles 23.1, 28, 29 and Schedule 4 shall not apply if the arbitration agreement was concluded before 1 November 2013.</td>
<td>“Committee of the Court” means a committee consisting of not less than two members of the Court appointed by the President (which may include the President);</td>
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<td>“Court” means the Court of Arbitration of SIAC and includes a Committee of the Court;</td>
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<td>“Emergency Arbitrator” means an arbitrator appointed in accordance with paragraph 3 of Schedule 1;</td>
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<td></td>
<td>“Practice Notes” mean the guidelines published by the Registrar from time to time to supplement, regulate and implement these Rules;</td>
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<td></td>
<td>“President” means the President of the Court and includes any Vice President and the Registrar;</td>
</tr>
<tr>
<td></td>
<td>“Registrar” means the Registrar of the Court and includes any Deputy Registrar;</td>
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</table>
### Article 2: Interpretation of Rules

2.1 HKIAC shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by HKIAC, the arbitral tribunal’s interpretation shall prevail.

2.2 HKIAC has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. Unless otherwise determined by HKIAC, all decisions made by HKIAC under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.

2.3 Where the parties have designated an HKIAC body or person to perform a function that is delegated to HKIAC under the Rules, that function shall be performed by HKIAC.

2.4 References to "HKIAC" are to the Council of HKIAC or any other body or person designated by it to perform the functions referred to herein, or, where applicable, to the Secretary-General of HKIAC and other staff members of the Secretariat of HKIAC.

2.5 References to "Claimant" include one or more claimants.

2.6 References to "Respondent" include one or more respondents.

2.7 References to "additional party" include one or more additional parties and references to "party" or "parties" include Claimant, Respondent and/or an additional party.

2.8 References to the "arbitral tribunal" include one or more arbitrators. Except in Schedule 2, such references do not include an emergency arbitrator.

2.9 References to "witness" include one or more witnesses and references to "expert" include one or more experts.

- “Rules” means the Arbitration Rules of the Singapore International Arbitration Centre (6th Edition, 1 August 2016);
- “SIAC” means the Singapore International Arbitration Centre; and
- “Tribunal” includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed.

Any pronoun in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.
<table>
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<tr>
<th>2.10 References to &quot;claim&quot; or &quot;counterclaim&quot; include any claim or claims by any party against any other party. References to &quot;defence&quot; include any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off or cross-claim.</th>
</tr>
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<tbody>
<tr>
<td>2.11 References to “arbitration agreement” include one or more arbitration agreements.</td>
</tr>
<tr>
<td>2.12 References to “language” include one or more languages.</td>
</tr>
<tr>
<td>2.13 References to &quot;award&quot; include, inter alia, an interim, interlocutory, partial or final award, save for any award made by an emergency arbitrator.</td>
</tr>
<tr>
<td>2.14 References to the &quot;seat&quot; of arbitration mean the place of arbitration as defined in Article 20.1 of the UNCITRAL Model Law on International Commercial Arbitration.</td>
</tr>
<tr>
<td>2.15 References to “written communications” include all notifications, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged in the arbitration.</td>
</tr>
<tr>
<td>2.16 References to “communication” mean delivery, transmission or notification of a written communication by hand, registered post, courier service, facsimile, email or other means of telecommunication that provides a record of transmission.</td>
</tr>
<tr>
<td>2.17 These Rules include all Schedules attached thereto, as amended from time to time by HKIAC, in force on the date the Notice of Arbitration is submitted.</td>
</tr>
<tr>
<td>2.18 HKIAC may from time to time issue practice notes and guidelines to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.</td>
</tr>
<tr>
<td>2.19 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.</td>
</tr>
</tbody>
</table>
### Article 3: Written Communications and Calculation of Time Limits

3.1 Any written communication pursuant to these Rules shall be deemed to be received by a party, arbitrator, emergency arbitrator or HKIAC if:
- (a) communicated to the address, facsimile number and/or email address communicated by the addressee or its representative in the arbitration; or
- (b) in the absence of (a), communicated to the address, facsimile number and/or email address specified in any applicable agreement between the parties; or
- (c) in the absence of (a) and (b), communicated to any address, facsimile number and/or email address which the addressee holds out to the world at the time of such communication; or
- (d) in the absence of (a), (b) and (c), communicated to any last known address, facsimile number and/or email address of the addressee; or
- (e) uploaded to any secured online repository that the parties have agreed to use.

3.2 If, after reasonable efforts, communication cannot be effected in accordance with Article 3.1, a written communication is deemed to have been received if it is sent to the addressee's last-known address, facsimile number and/or email address by means that provides a record of attempted communication.

3.3 Any written communication shall be deemed received on the earliest day when it is communicated pursuant to paragraph 3.1(a) to (d), or attempted to be communicated pursuant to Article 3.2. For this purpose, the date shall be determined according to the local time at the place of receiving such written communication or a notice of the upload pursuant to paragraph 3.1(e).

3.4 Where a written communication is being communicated to more than one party, or more than one arbitrator, such written communication shall be deemed received when it is communicated pursuant to Article 3.1(a) to (d), or attempted to be communicated pursuant to Article 3.2, to the last intended recipient, or when a notice that such written communication has been

### Rule 2: Notice and Calculation of Periods of Time

2.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such notice, communication or proposal may be delivered by hand, registered post or courier service, or transmitted by any form of electronic communication (including electronic mail and facsimile), or delivered by any other appropriate means that provides a record of its delivery. Any notice, communication or proposal shall be deemed to have been received if it is delivered: (i) to the addressee personally or to its authorized representative; (ii) to the addressee’s habitual residence, place of business or designated address; (iii) to any address agreed by the parties; (iv) according to the practice of the parties in prior dealings; or (v) if, after reasonable efforts, none of these can be found, then at the addressee’s last-known residence or place of business.

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

2.3 For the purpose of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been received. Unless the Registrar or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Singapore Standard Time (GMT +8).

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

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

2.6 Except as provided in these Rules, the Registrar may at any time extend or abbreviate any time limits prescribed under these Rules.
3.5 Time limits under these Rules shall begin to run on the day following the day when any written communication is received or deemed received. If the last day of the time limit is an official holiday or a non-business day at the place of receipt, the time limit shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the time limit shall be included in calculating the time limit.

3.6 If the circumstances of the case so justify, HKIAC may amend the time limits provided for in these Rules, as well as any time limits that it has set, whether any such time limits have expired. HKIAC shall not amend any time limits agreed by the parties or set by the arbitral tribunal or emergency arbitrator unless the parties agree or the arbitral tribunal or emergency arbitrator directs otherwise.

**Article 21: Time Limits**

21.1 The time limits set by the arbitral tribunal for the communication of written statements should not exceed 45 days, unless the arbitral tribunal considers otherwise.

21.2 The arbitral tribunal may, even in circumstances where the relevant time limit has expired, extend time limits where it concludes that an extension is justified.

**Article 4: Notice of Arbitration**

4.1 The party initiating arbitration (the "Claimant") shall communicate a Notice of Arbitration to HKIAC and the other party (the "Respondent").

4.2 An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC. For the avoidance of

**Rule 3: Notice of Arbitration**

3.1 A party wishing to commence an arbitration under these Rules (the “Claimant”) shall file with the Registrar a Notice of Arbitration which shall include:
   a. a demand that the dispute be referred to arbitration;
   b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the
doubt, this date shall be determined in accordance with the provisions of Articles 3.1 to 3.5.

4.3 The Notice of Arbitration shall include the following:
   a. a request that the dispute be referred to arbitration;
   b. the names and (in so far as known) the addresses, facsimile numbers
      and/or email addresses of the parties and of their representatives;
   c. a copy of the arbitration agreement invoked;
   d. a copy of the contract(s) or other legal instrument(s) out of or in
      relation to which the dispute arises, or reference thereto;
   e. a description of the general nature of the claim and an indication of the
      amount involved, if any;
   f. the relief or remedy sought;
   g. a proposal as to the number of arbitrators (i.e. one or three), if the
      parties have not previously agreed thereon;
   h. the Claimant's proposal and any comments regarding the designation
      of a sole arbitrator under Article 7, or the Claimant's designation of an
      arbitrator under Article 8;
   i. the existence of any funding agreement and the identity of any third
      party funder pursuant to Article 44; and
   j. confirmation that copies of the Notice of Arbitration and any
      supporting materials included with it have been or are being
      communicated simultaneously to the Respondent by one or more means
      of service to be identified in such confirmation.

4.4 The Notice of Arbitration shall be accompanied by payment to HKIAC of
the Registration Fee as required by Schedule 1.

4.5 The Notice of Arbitration may include the Statement of Claim.

4.6 If the Notice of Arbitration does not comply with these Rules or if the
Registration Fee is not paid, HKIAC may request the Claimant to remedy the
defect within an appropriate time limit. If the Claimant complies with such
directions within the applicable time limit, the arbitration shall be deemed to
have commenced under Article 4.2 on the date the initial version was
received by HKIAC. If the Claimant fails to comply, the arbitration shall be
deemed not to have commenced under Article 4.2 without prejudice to the
Claimant’s right to submit the same claim at a later date in a subsequent Notice of Arbitration.

4.7 Where an amendment is made to the Notice of Arbitration prior to the constitution of the arbitral tribunal, HKIAC has discretion to determine whether and to what extent such amendment affects other time limits under the Rules.

4.8 The Claimant shall notify, and lodge documentary verification with, HKIAC of the date the Respondent receives the Notice of Arbitration and any supporting materials included with it.

**Article 16: Statement of Claim**

16.1 Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim), the Claimant shall communicate its Statement of Claim to all other parties and to the arbitral tribunal within a time limit to be determined by the arbitral tribunal.

16.2 The Statement of Claim shall include the following particulars:
   (a) a statement of the facts supporting the claim;
   (b) the points at issue;
   (c) the legal arguments supporting the claim; and
   (d) the relief or remedy sought.

16.3 The Claimant shall annex to its Statement of Claim all supporting materials on which it relies.

16.4 The arbitral tribunal may vary any of the requirements in Article 16 as it deems appropriate.

**Rule 20: Submissions by the Parties**

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

20.2 Unless already submitted pursuant to Rule 3.2, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail:
   a. a statement of facts supporting the claim;
   b. the legal grounds or arguments supporting the claim; and
   c. the relief claimed together with the amount of all quantifiable claims.

20.3 Unless already submitted pursuant to Rule 4.2, the Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant and the Tribunal a Statement of Defence setting out in full detail:
   a. a statement of facts supporting its defence to the Statement of Claim;
   b. the legal grounds or arguments supporting such defence; and
   c. the relief claimed.

20.4 If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim setting out in full detail:
<table>
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<tr>
<th>Article 5: Answer to the Notice of Arbitration</th>
<th>Rule 4: Response to the Notice of Arbitration</th>
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<tr>
<td>5.1 Within 30 days from receipt of the Notice of Arbitration, the Respondent shall communicate an Answer to the Notice of Arbitration to HKIAC and the Claimant. The Answer to the Notice of Arbitration shall include the following:</td>
<td>4.1 The Respondent shall file a Response with the Registrar within 14 days of receipt of the Notice of Arbitration. The Response shall include:</td>
</tr>
<tr>
<td>a. a statement of facts supporting its defence to the Statement of Counterclaim; b. the legal grounds or arguments supporting such defence; and c. the relief claimed.</td>
<td>a. a confirmation or denial of all or part of the claims, including, where possible, any plea that the Tribunal lacks jurisdiction; b. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;</td>
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(a) the name, address, facsimile number, and/or email address of the Respondent and of its representatives (if different from the description contained in the Notice of Arbitration);
(b) any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;
(c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e);
(d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);
(e) the Respondent's proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;
(f) the Respondent’s proposal and any comments regarding the designation of a sole arbitrator under Article 7 or the Respondent's designation of an arbitrator under Article 8;
(g) the existence of any funding agreement and the identity of any third party funder pursuant to Article 44; and
(h) confirmation that copies of the Answer to the Notice of Arbitration and any supporting materials included with it have been or are being communicated simultaneously to all other parties to the arbitration by one or more means of service to be identified in such confirmation.

5.2 The Answer to the Notice of Arbitration may also include the Statement of Defence, if the Notice of Arbitration contained the Statement of Claim.

5.3 Any counterclaim, set-off defence or cross-claim shall, to the extent possible, be raised with the Respondent's Answer to the Notice of Arbitration, which should include in relation to any such counterclaim, set-off defence or cross-claim:
   (a) a copy of the contract(s) or other legal instrument(s) out of or in relation to which it arises, or reference thereto;
   (b) a description of the general nature of the counterclaim, set-off defence and/or cross-claim, and an indication of the amount involved, if any; and
   (c) the relief or remedy sought.

5.4 HKIAC shall transmit the case file to the arbitral tribunal as soon as it has been constituted, provided that any deposit requested by HKIAC has been paid, unless HKIAC determines otherwise.

c. any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 or any comment with respect to the matters covered in such Rule;
d. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant’s proposal for a sole arbitrator or a counter-proposal; and
e. payment of the requisite filing fee under these Rules for any counterclaim.

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

4.3 The Respondent shall, at the same time as it files the Response with the Registrar, send a copy of the Response to the Claimant, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
### Article 17 – Statement of Defence

17.1 Unless the Statement of Defence was contained in the Answer to the Notice of Arbitration (or the Respondent elects to treat the Answer to the Notice of Arbitration as the Statement of Defence), the Respondent shall communicate its Statement of Defence to all other parties and to the arbitral tribunal within a time limit to be determined by the arbitral tribunal.

17.2 The Statement of Defence shall reply to the particulars of the Statement of Claim (set out in Article 16.2(a) to (c)). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection.

17.3 Where there is a counterclaim, set-off defence or crossclaim, the Statement of Defence shall also include the following particulars:

- (a) a statement of the facts supporting the counterclaim, set-off defence or cross-claim;
- (b) the points at issue;
- (c) the legal arguments supporting the counterclaim, set-off defence or cross-claim; and
- (d) the relief or remedy sought.

17.4 The Respondent shall annex to its Statement of Defence all supporting materials on which it relies.

17.5 The arbitral tribunal may vary any of the requirements in Article 17 as it deems appropriate.
Article 19: Jurisdiction of the Arbitral Tribunal

19.1 The arbitral tribunal may rule on its own jurisdiction under these Rules, including any objections with respect to the existence, validity or scope of the arbitration agreement.

19.2 The arbitral tribunal shall have the power to determine the existence or validity of any contract of which an arbitration agreement forms a part. For the purposes of Article 19, an arbitration agreement which forms part of a contract, and which provides for arbitration under these Rules, shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not necessarily entail the invalidity of the arbitration agreement.

19.3 A plea that the arbitral tribunal does not have jurisdiction shall be raised if possible in the Answer to the Notice of Arbitration, and shall be raised no later than in the Statement of Defence, or, with respect to a counterclaim, in the Defence to the Counterclaim. A party is not precluded from raising such a plea by the fact that it has designated or appointed, or participated in the designation or appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

19.4 Subject to Article 19.5, if a question arises as to:
   (a) the existence, validity or scope of the arbitration agreement; or
   (b) whether all of the claims have been properly made in a single arbitration pursuant to Article 29; or
   (c) the competence of HKIAC to administer an arbitration; before the constitution of the arbitral tribunal, the arbitration shall proceed and any such question shall be decided by the arbitral tribunal once constituted.

19.5 The arbitration shall proceed only if and to the extent that HKIAC is satisfied, prima facie, that an arbitration agreement under the Rules may exist or the arbitration has been properly commenced under Article 29. Any

Rule 28: Jurisdiction of the Tribunal

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

28.2 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. An arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void.

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

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

28.4 The Tribunal may rule on an objection referred to in Rule 28.3 either as a preliminary question or in an Award on the merits.
question as to the jurisdiction of the arbitral tribunal shall be decided by the arbitral tribunal once constituted, pursuant to Article 19.1.

19.6 HKIAC’s decision pursuant to Article 19.5 is without prejudice to the admissibility or merits of any party’s claim or defence.

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<th>Article 27: Joinder of Additional Parties</th>
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| 27.1 The arbitral tribunal or, where the arbitral tribunal is not yet constituted, HKIAC shall have the power to allow an additional party to be joined to the arbitration provided that:
| (a) prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29; or
| (b) all parties, including the additional party, expressly agree. |
| 27.2 Any decision pursuant to Article 27.1 is without prejudice to the arbitral tribunal’s power to decide any question as to its jurisdiction arising from such decision. |
| 27.3 Any Request for Joinder shall be raised no later than in the Statement of Defence, except in exceptional circumstances. |
| 27.4 Before the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate a Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. |
| 27.5 After the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate a Request for Joinder to the arbitral tribunal, HKIAC and all other parties. |
| 27.6 The Request for Joinder shall include the following:
| (a) the case reference of the existing arbitration;
| (b) the names and addresses, facsimile numbers and/or email addresses, if known, of each of the parties, including the additional party, their representatives and any arbitrators who have been confirmed or appointed in the arbitration;
| (c) a request that the additional party be joined to the arbitration; |

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<th>Rule 7: Joinder of Additional Parties</th>
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| 7.1 Prior to the constitution of the Tribunal, a party or non-party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
| a. the additional party to be joined is prima facie bound by the arbitration agreement; or
| b. all parties, including the additional party to be joined, have consented to the joinder of the additional party. |
| 7.2 An application for joinder under Rule 7.1 shall include:
| (a). the case reference number of the pending arbitration;
| (b). the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
| (c). whether the additional party is to be joined as a Claimant or a Respondent;
| (d). the information specified in Rule 3.1(c) and Rule 3.1(d);
| (e). if the application is being made under Rule 7.1(b), identification of the relevant agreement and, where possible, a copy of such agreement; and
| (f). a brief statement of the facts and legal basis supporting the application. |
| The application for joinder is deemed to be complete when all the requirements of this Rule 7.2 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. SIAC shall notify all parties, including the additional party to be joined, when the application for joinder is complete. |
(d) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the request arises, or reference thereto;
(e) a statement of the facts supporting the request;
(f) the points at issue;
(g) the legal arguments supporting the request;
(h) any relief or remedy sought;
(i) the existence of any funding agreement and the identity of any third party funder pursuant to Article 44; and
(j) confirmation that copies of the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.7 Within 15 days of receiving the Request for Joinder, the additional party shall communicate an Answer to the Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. The Answer to the Request for Joinder shall include the following:
(a) the name, address, facsimile number and/or email address of the additional party and its representatives (if different from the description contained in the Request for Joinder);
(b) any plea that the arbitral tribunal has been improperly constituted and/or lacks jurisdiction over the additional party;
(c) the additional party's comments on the particulars set forth in the Request for Joinder pursuant to Article 27.6(a) to (g);
(d) the additional party's answer to any relief or remedy sought in the Request for Joinder, pursuant to Article 27.6(h);
(e) details of any claims by the additional party against any other party to the arbitration;
(f) the existence of any funding agreement entered into by the additional party and the identity of any third party funder pursuant to Article 44; and
(g) confirmation that copies of the Answer to the Request for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

7.3 The party or non-party applying for joinder under Rule 7.1 shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
7.4 The Court shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Rule 7.1. The Court’s decision to grant an application for joinder under this Rule 7.4 is without prejudice to the Tribunal’s power to subsequently decide any question as to its jurisdiction arising from such decision. The Court’s decision to reject an application for joinder under this Rule 7.4, in whole or in part, is without prejudice to any party’s or non-party’s right to apply to the Tribunal for joinder pursuant to Rule 7.8.
7.5 Where an application for joinder is granted under Rule 7.4, the date of receipt of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.
7.6 Where an application for joinder is granted under Rule 7.4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, Rule 9 to Rule 12 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court’s decision under Rule 7.4.
7.7 The Court’s decision to revoke the appointment of any arbitrator under Rule 7.6 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.
7.8 After the constitution of the Tribunal, a party or non-party to the arbitration may apply to the Tribunal for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
   a. the additional party to be joined is prima facie bound by the arbitration agreement; or
27.8 HKIAC or the arbitral tribunal may vary any of the requirements in Article 27.6 and 27.7 as it deems appropriate.

27.9 An additional party wishing to be joined to the arbitration shall communicate a Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. The provisions of Article 27.6 shall apply to such Request for Joinder.

27.10 Within 15 days of receiving a Request for Joinder, the parties shall communicate their comments on the Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators. Such comments may include (without limitation):
   (a) any plea that the arbitral tribunal lacks jurisdiction over the additional party;
   (b) comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.6(a) to (g);
   (c) answer to any relief or remedy sought in the Request for Joinder pursuant to Article 27.6(h);
   (d) details of any claims against the additional party; and
   (e) confirmation that copies of the comments have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

27.11 Where an additional party is joined to the arbitration, the arbitration against that additional party shall be deemed to commence on the date on which HKIAC or the arbitral tribunal once constituted, received the Request for Joinder.

27.12 Where an additional party is joined to the arbitration, all parties to the arbitration shall be deemed to have waived their right to designate an arbitrator.

27.13 Where an additional party is joined to the arbitration before the arbitral tribunal is constituted, HKIAC may revoke any confirmation or appointment of an arbitrator, and shall appoint the arbitral tribunal with or without regard to any party’s designation.

b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.

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

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

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

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

7.12 Where an application for joinder is granted under Rule 7.4 or Rule 7.10, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 14.

7.13 Where an application for joinder is granted under Rule 7.4 or Rule 7.10, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.
27.14 The revocation of the confirmation or appointment of an arbitrator pursuant to Article 27.13 is without prejudice to:
(a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;
(b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable; and
(c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

27.15 HKIAC may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a Request for Joinder has been submitted.

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<tr>
<th>Article 29: Single Arbitration under Multiple Contracts</th>
<th>Rule 6: Multiple Contracts</th>
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| Claims arising out of or in connection with more than one contract may be made in a single arbitration, provided that:
(a) a common question of law or fact arises under each arbitration agreement giving rise to the arbitration; and
(b) the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions; and
(c) the arbitration agreements under which those claims are made are compatible. | 6.1 Where there are disputes arising out of or in connection with more than one contract, the Claimant may:
a. file a Notice of Arbitration in respect of each arbitration agreement invoked and concurrently submit an application to consolidate the arbitrations pursuant to Rule 8.1; or
b. file a single Notice of Arbitration in respect of all the arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the applicable criteria under Rule 8.1 are satisfied. The Claimant shall be deemed to have commenced multiple arbitrations, one in respect of each arbitration agreement invoked, and the Notice of Arbitration under this Rule 6.1(b) shall be deemed to be an application to consolidate all such arbitrations pursuant to Rule 8.1. |
| 6.2 Where the Claimant has filed two or more Notices of Arbitration pursuant to Rule 6.1(a), the Registrar shall accept payment of a single filing fee under these Rules for all the arbitrations sought to be consolidated. Where the Court rejects the application for consolidation, in whole or in part, the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated. |  |
6.3 Where the Claimant has filed a single Notice of Arbitration pursuant to Rule 6.1(b) and the Court rejects the application for consolidation, in whole or in part, it shall file a Notice of Arbitration in respect of each arbitration that has not been consolidated, and the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

**Article 28: Consolidation of Arbitrations**

28.1 HKIAC shall have the power, at the request of a party and after consulting with the parties and any confirmed or appointed arbitrators, to consolidate two or more arbitrations pending under these Rules where:
- (a) the parties agree to consolidate; or
- (b) all of the claims in the arbitrations are made under the same arbitration agreement; or
- (c) the claims are made under more than one arbitration agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the arbitration agreements are compatible.

28.2 Any party wishing to consolidate two or more arbitrations pursuant to Article 28.1 shall communicate a Request for Consolidation to HKIAC, all other parties and any confirmed or appointed arbitrators.

28.3 The Request for Consolidation shall include the following:
- (a) the case references of the arbitrations pending under the Rules requested to be consolidated, where applicable;
- (b) the names and addresses, facsimile numbers and/or email addresses of each of the parties to the arbitrations, their representatives and any arbitrators who have been confirmed or appointed in the arbitrations;
- (c) a request that the arbitrations be consolidated;
- (d) a copy of the arbitration agreement giving rise to the arbitrations;
- (e) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the Request for Consolidation arises, or reference thereto;
- (f) a description of the general nature of the claim and an indication of the amount involved, if any, in each of the arbitrations;

**Rule 8: Consolidation**

8.1 Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may file an application with the Registrar to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:
- a. all parties have agreed to the consolidation;
- b. all the claims in the arbitrations are made under the same arbitration agreement; or
- c. the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

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

8.3 The party applying for consolidation under Rule 8.1 shall, at the same time as it files an application for consolidation with the Registrar, send a
(g) a statement of the facts supporting the Request for Consolidation, including, where applicable, evidence of all parties’ written consent to consolidate the arbitrations;
(h) the points at issue;
(i) the legal arguments supporting the Request for Consolidation;
(j) details of any applicable mandatory provision affecting consolidation of arbitrations;
(k) comments on the constitution of the arbitral tribunal if the Request for Consolidation is granted, including whether to preserve the appointment of any arbitrators already designated or confirmed; and
(l) confirmation that copies of the Request for Consolidation and any supporting materials included with it have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

28.4 HKIAC may vary any of the requirements in Article 28.3 as it deems appropriate.

28.5 Where the non-requesting parties or any confirmed or appointed arbitrators are requested to provide comments on the Request for Consolidation, such comments may include (without limitation) the following particulars:
(a) comments on the particulars set forth in the Request for Consolidation pursuant to Article 28.3(a) to (j);
(b) responses to the comments made in the Request for Consolidation pursuant to Article 28.3(k); and
(c) confirmation that copies of the comments have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

28.6 Where HKIAC decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or HKIAC decides otherwise taking into account the circumstances of the case. HKIAC shall communicate such decision to all parties and to any confirmed or appointed arbitrators in all arbitrations.

copy of the application to all parties and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

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

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

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

8.7 After the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may apply to the Tribunal to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

a. all parties have agreed to the consolidation;
b. all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
28.7 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a competent authority in support of the relevant arbitration before it was consolidated.

28.8 Where HKIAC decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator, and HKIAC may revoke any confirmation or appointment of an arbitrator. HKIAC shall appoint the arbitral tribunal in respect of the consolidated proceedings with or without regard to any party’s designation.

28.9 The revocation of the confirmation or appointment of an arbitrator pursuant to Article 28.8 is without prejudice to:
(a) the validity of any act done or order made by that arbitrator before his or her confirmation or appointment was revoked;
(b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable; and
(c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

28.10 HKIAC may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) after a Request for Consolidation has been submitted.

c. the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

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

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

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

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

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

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<td>13.1 Subject to these Rules, the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary</td>
<td>41.1 Any party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of these Rules,</td>
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delay or expense, having regard to the complexity of the issues, the amount in dispute and the effective use of technology, and provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case.

13.2 At an early stage of the arbitration and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitration, which shall be provided to the parties and HKIAC.

13.3 Subject to Article 11.5, all written communications between any party and the arbitral tribunal shall be communicated to all other parties and HKIAC.

13.4 The arbitral tribunal may, after consulting with the parties, appoint a secretary. The secretary shall remain at all times impartial and independent of the parties and shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence prior to his or her appointment. A secretary, once appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.

13.5 The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.

13.6 The parties may be represented by persons of their choice, subject to Article 13.5. The names, addresses, facsimile numbers and/or email addresses of party representatives shall be communicated to all other parties, HKIAC, any emergency arbitrator, and the arbitral tribunal once constituted. The arbitral tribunal, emergency arbitrator or HKIAC may require proof of authority of any party representatives.

13.7 After the arbitral tribunal is constituted, any change or addition by a party to its legal representatives shall be communicated promptly to all other parties, the arbitral tribunal and HKIAC.

13.8 Where the parties agree to pursue other means of settling their dispute after the arbitration commences, HKIAC, the arbitral tribunal or emergency arbitrator may, at the request of any party, suspend the arbitration or of any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

41.2 In all matters not expressly provided for in these Rules, the President, the Court, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.

41.3 In the event of any discrepancy or inconsistency between the English version of these Rules and any other languages in which these Rules are published, the English version shall prevail.

**Rule 23: Party Representatives**

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

23.2 After the constitution of the Tribunal, any change or addition by a party to its representatives shall be promptly communicated in writing to the parties, the Tribunal and the Registrar.
Emergency Arbitrator Procedure, as applicable, on such terms as it considers appropriate. The arbitration or Emergency Arbitrator Procedure shall resume at the request of any party to HKIAC, the arbitral tribunal or emergency arbitrator.

13.9 In all matters not expressly provided for in these Rules, HKIAC, the arbitral tribunal, emergency arbitrator and the parties shall act in the spirit of these Rules.

13.10 The arbitral tribunal or emergency arbitrator shall make every reasonable effort to ensure that an award is valid.

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<tr>
<th>Article 6: Number of Arbitrators</th>
<th>Rule 9: Number and Appointment of Arbitrators</th>
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<tr>
<td>6.1 If the parties have not agreed upon the number of arbitrators before the arbitration commences or within 30 days from the date the Notice of Arbitration is received by the Respondent, HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the circumstances of the case.</td>
<td>9.1 A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Registrar, giving due regard to any proposals by the parties, that the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of three arbitrators.</td>
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<td>6.2 Where a case is conducted under an Expedited Procedure in accordance with Article 42, the provisions of Article 42.2(a) and (b) shall apply.</td>
<td>9.2 If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.</td>
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<td>6.3</td>
<td>9.3 In all cases, the arbitrators nominated by the parties, or by any third person including by the arbitrators already appointed, shall be subject to appointment by the President in his discretion.</td>
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<td>6.4 The President shall appoint an arbitrator as soon as practicable. Any decision by the President to appoint an arbitrator under these Rules shall be final and not subject to appeal.</td>
<td>9.4</td>
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<tr>
<td>6.5 The President may appoint any nominee whose appointment has already been suggested or proposed by any party.</td>
<td>9.5</td>
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Article 7: Appointment of a Sole Arbitrator

7.1 Unless the parties have agreed otherwise:
   (a) where the parties have agreed before the arbitration commences that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within 30 days from the date the Notice of Arbitration was received by the Respondent.
   (b) where the parties have agreed after the arbitration commences to refer the dispute to a sole arbitrator, they shall jointly designate the sole arbitrator within 15 days from the date of that agreement.
   (c) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to a sole arbitrator, the parties shall jointly designate the sole arbitrator within 15 days from the date HKIAC’s decision was received by the last of them.

7.2 If the parties fail to designate the sole arbitrator within the applicable time limit, HKIAC shall appoint the sole arbitrator.

7.3 Where the parties have agreed on a different procedure for designating the sole arbitrator and such procedure does not result in a designation within a time limit agreed by the parties or set by HKIAC, HKIAC shall appoint the sole arbitrator.

Article 8 – Appointment of Three Arbitrators

8.1 Where a dispute between two parties is referred to three arbitrators, the arbitral tribunal shall be constituted as follows, unless the parties have agreed otherwise:
   (a) where the parties have agreed before the arbitration commences that the dispute shall be referred to three arbitrators, each party shall

Rule 10: Sole Arbitrator

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

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

Rule 11: Three Arbitrators

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

11.2 If a party fails to make a nomination of an arbitrator within 14 days after receipt of a party’s nomination of an arbitrator, or within the period
<table>
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<th>designate in the Notice of Arbitration and the Answer to the Notice of Arbitration, respectively, one arbitrator. If either party fails to designate an arbitrator, HKIAC shall appoint the arbitrator.</th>
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<td>(b) where the parties have agreed after the arbitration commences to refer the dispute to three arbitrators, the Claimant shall designate an arbitrator within 15 days from the date of that agreement, and the Respondent shall designate an arbitrator within 15 days from receiving notice of the Claimant’s designation. If a party fails to designate an arbitrator, HKIAC shall appoint the arbitrator.</td>
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<tr>
<td>(c) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to three arbitrators, the Claimant shall designate an arbitrator within 15 days from receipt of HKIAC’s decision, and the Respondent shall designate an arbitrator within 15 days from receiving notice of the Claimant’s designation. If a party fails to designate an arbitrator, HKIAC shall appoint the arbitrator.</td>
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<td>(d) the two arbitrators so appointed shall designate a third arbitrator, who shall act as the presiding arbitrator. Failing such designation within 30 days from the confirmation or appointment of the second arbitrator, HKIAC shall appoint the presiding arbitrator.</td>
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<td>otherwise agreed by the parties or set by the Registrar, the President shall proceed to appoint an arbitrator on its behalf.</td>
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<td>8.2 Where there are more than two parties to the arbitration and the dispute is to be referred to three arbitrators, the arbitral tribunal shall be constituted as follows, unless the parties have agreed otherwise:</td>
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<td>(a) the Claimant or group of Claimants shall designate an arbitrator and the Respondent or group of Respondents shall designate an arbitrator in accordance with the procedure in Article 8.1(a), (b) or (c), as applicable;</td>
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<tr>
<td>(b) if the parties have designated arbitrators in accordance with Article 8.2(a), the procedure in Article 8.1(d) shall apply to the designation of the presiding arbitrator;</td>
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<td>(c) in the event of any failure to designate arbitrators under Article 8.2(a) or if the parties do not all agree that they represent two separate sides (as Claimant and Respondent respectively) for the purposes of designating arbitrators, HKIAC may appoint all members of the arbitral tribunal with or without regard to any party’s designation.</td>
</tr>
<tr>
<td>11.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Registrar, the President shall appoint the third arbitrator, who shall be the presiding arbitrator.</td>
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<tr>
<td>8.3 Where the parties have agreed on a different procedure for designating three arbitrators and such procedure does not result in the designation of an</td>
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arbitrator within a time limit agreed by the parties or set by HKIAC, HKIAC shall appoint the arbitrator.

**Article 9: Confirmation of the Arbitral Tribunal**

9.1 All designations of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by HKIAC, upon which the appointments shall become effective.

9.2 Where the parties have agreed that an arbitrator is to be appointed by one or more of the parties or by the arbitrators already confirmed or appointed, that agreement shall be deemed an agreement to designate an arbitrator under the Rules.

9.3 The designation of an arbitrator shall be confirmed taking into account any agreement by the parties as to an arbitrator’s qualifications, any information provided under Article 11.4, and in accordance with Article 10.

**Article 11: Qualifications and Challenge of the Arbitral Tribunal**

11.1 An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.

11.2 Subject to Article 11.3, as a general rule, where the parties to an arbitration under these Rules are of different nationalities, a sole or presiding arbitrator shall not have the same nationality as any party unless specifically agreed otherwise by all parties.

11.3 Notwithstanding the general rule in Article 11.2, in appropriate circumstances and provided that none of the parties objects within a time limit set by HKIAC, a sole or presiding arbitrator may be of the same nationality as any of the parties.

11.4 Before confirmation or appointment, a prospective arbitrator shall (a) sign a statement confirming his or her availability to decide the dispute and his or her impartiality and independence; and (b) disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, once confirmed or appointed and throughout the

**Rule 13: Qualifications of Arbitrators**

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

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

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

13.4 A nominated arbitrator shall disclose to the parties and to the Registrar any circumstances that may give rise to justifiable doubts as to his
arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.

11.5 No party or its representatives shall have any ex parte communication relating to the arbitration with any arbitrator, or with any candidate to be designated as arbitrator by a party, except to advise the candidate of the general nature of the dispute, to discuss the candidate's qualifications, availability, impartiality or independence, or to discuss the suitability of candidates for the designation of a third arbitrator where the parties or party-designated arbitrators are to designate that arbitrator. No party or its representatives shall have any ex parte communication relating to the arbitration with any candidate for the presiding arbitrator.

11.6 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay. A party may challenge the arbitrator designated by it or in whose appointment it has participated only for reasons of which it becomes aware after the designation has been made.

11.7 A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation or appointment of that arbitrator has been communicated to the challenging party or within 15 days after that party became aware of the circumstances mentioned in Article 11.6.

11.8 The notice of challenge shall be communicated to HKIAC, all other parties, the challenged arbitrator and any other members of the arbitral tribunal. The notice of challenge shall state the reasons for the challenge.

11.9 Unless the arbitrator being challenged resigns or the non-challenging party agrees to the challenge within 15 days from receiving the notice of challenge, HKIAC shall decide on the challenge. Pending the determination of the challenge, the arbitral tribunal (including the challenged arbitrator) may continue the arbitration.

impartiality or independence as soon as reasonably practicable and in any event before his appointment.

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

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

Rule 14: Challenge of Arbitrators

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

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

Rule 15: Notice of Challenge

15.1 A party that intends to challenge an arbitrator shall file a notice of challenge with the Registrar in accordance with the requirements of Rule 15.2 within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified
11.10 If an arbitrator resigns or a party agrees to a challenge under Article 11.9, no acceptance of the validity of any ground referred to in Article 11.6 shall be implied.

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

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

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

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

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

**Rule 16: Decision on Challenge**

16.1 If, within seven days of receipt of the notice of challenge under Rule 15, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office, the Court shall decide the challenge. The Court may request comments on the challenge from the parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set a schedule for such comments to be made.

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

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

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

| Article 12: Replacement of an Arbitrator |
| Rule 17: Replacement of an Arbitrator |
| 12.1 Subject to Articles 12.2, 27.13 and 28.8, where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed pursuant to the rules that were applicable to the appointment of the arbitrator being replaced. These rules shall apply even if, during the process of appointing the arbitrator being replaced. | 17.1 Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. |
replaced, a party had failed to exercise its right to designate or to participate in the appointment.

12.2 If, at the request of a party, HKIAC determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to designate a substitute arbitrator, HKIAC may, after giving an opportunity to the parties and the remaining arbitrators to express their views:
   (a) appoint the substitute arbitrator; or
   (b) authorise the other arbitrators to proceed with the arbitration and make any decision or award.

12.3 If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

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

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

**Article 41: Deposits for Costs**

41.1 As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall, in principle, request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs referred to in Article 34.1(a), (b), (c) and (e). HKIAC shall provide a copy of such request to the arbitral tribunal.

41.2 Where the Respondent submits a counterclaim or cross-claim, or it otherwise appears appropriate in the circumstances, HKIAC may request separate deposits.

41.3 During the course of the arbitration, HKIAC may request the parties to make supplementary deposits with HKIAC. HKIAC shall provide a copy of such request to the arbitral tribunal.

41.4 If the required deposits are not paid in full to HKIAC within 30 days after receipt of the request, HKIAC shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the arbitral tribunal considers fit.

**Rule 34: Fees and Deposits**

34.1 The Tribunal’s fees and SIAC’s fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The parties may agree to alternative methods of determining the Tribunal’s fees prior to the constitution of the Tribunal.

34.2 The Registrar shall fix the amount of deposits payable towards the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.

34.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.

34.4 The Registrar may from time to time direct parties to make further deposits towards the costs of the arbitration.
41.5 If a party pays the required deposits on behalf of another party, the arbitral tribunal may, at the request of the paying party, make an award for reimbursement of the payment.

41.6 When releasing the final award, HKIAC shall render an account to the parties of the deposits received by HKIAC. Any unexpended balance shall be returned to the parties in the shares in which it was paid by the parties to HKIAC, or as otherwise instructed by the arbitral tribunal.

41.7 HKIAC shall place the deposits made by the parties in an account at a reputable licensed deposit-taking institution. In selecting the account, HKIAC shall have due regard to the possible need to make the deposited funds available immediately.

34.5 Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the deposits towards the costs of the arbitration should the other party fail to pay its share.

34.6 If a party fails to pay the deposits directed by the Registrar either wholly or in part:
   a. the Tribunal may suspend its work and the Registrar may suspend SIAC’s administration of the arbitration, in whole or in part; and
   b. the Registrar may, after consultation with the Tribunal (if constituted) and after informing the parties, set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

34.7 In all cases, the costs of the arbitration shall be finally determined by the Registrar at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Registrar shall finally determine the costs of the arbitration, as set out in Rule 35, in his discretion. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.

34.8 All deposits towards the costs of the arbitration shall be made to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.

34.9 In exceptional circumstances, the Registrar may direct the parties to pay an additional fee, in addition to that prescribed in the applicable Schedule of Fees, as part of SIAC’s administration fees.

### Article 14: Seat and Venue of the Arbitration

<table>
<thead>
<tr>
<th>Rule 21: Seat of the Arbitration</th>
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<tbody>
<tr>
<td>21.1 The parties may agree on the seat of the arbitration. Failing such an agreement, the seat of the arbitration shall be determined by the Tribunal, having regard to all the circumstances of the case.</td>
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</table>
the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.

14.2 Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat.

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<tr>
<th>Article 15: Language</th>
<th>Rule 22: Language of the Arbitration</th>
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<tbody>
<tr>
<td>15.1 The arbitration shall be conducted in the language of the arbitration. Where the parties have not previously agreed on such language, any party shall communicate in English or Chinese prior to any determination by the arbitral tribunal under Article 15.2.</td>
<td>22.1 Unless otherwise agreed by the parties, the Tribunal shall determine the language to be used in the arbitration.</td>
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<tr>
<td>15.2 Subject to agreement by the parties, the arbitral tribunal shall, promptly after its constitution, determine the language of the arbitration. This determination shall apply to all written communications and the language to be used in any hearing.</td>
<td>22.2 If a party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been constituted, the Registrar, may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.</td>
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<tr>
<td>15.3 The arbitral tribunal may order that any supporting materials submitted in their original language shall be accompanied by a translation, in whole or in part, into the language of the arbitration as agreed by the parties or determined by the arbitral tribunal.</td>
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Article 36 – Applicable Law, Amiable Compositeur

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<tr>
<th>Rule 31: Applicable Law, Amiable Compositeur and Ex Aequo et Bono</th>
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<tr>
<td>36.1 The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties. Any designation of the law or legal system of a given jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction and not to its conflict of laws rules. Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.</td>
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<tr>
<td>31.2 The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised it to do so.</td>
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<td>Article 22: Evidence and Hearings</td>
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<tr>
<td>22.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.</td>
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<td>22.2 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.</td>
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<tr>
<td>22.3 At any time during the arbitration, the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.</td>
</tr>
<tr>
<td>22.4 The arbitral tribunal shall decide whether to hold hearings for presenting evidence or for oral arguments, or whether the arbitration shall be conducted solely on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party or if it considers fit. In the event of a hearing, the arbitral tribunal shall give the parties adequate advance notice of the relevant date, time and place.</td>
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<tr>
<td>22.5 The arbitral tribunal may determine the manner in which a witness or expert is examined.</td>
</tr>
<tr>
<td>22.6 The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary in the circumstances of the case.</td>
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</table>
22.7 Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require any witness or expert to leave the hearing room at any time during the hearing.

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

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

25.4 The Tribunal may direct the testimony of witnesses to be presented in written form, either as signed statements or sworn affidavits or any other form of recording. Subject to Rule 25.2, any party may request that such a witness should attend for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit, disregard such written testimony, or exclude such written testimony altogether.

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

Article 25: Tribunal-Appointed Experts

25.1 To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the arbitral tribunal. After consulting with the parties, the arbitral tribunal shall establish terms of reference for the expert, and shall communicate a copy of the expert’s terms of reference to the parties and HKIAC.

25.2 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

Rule 26: Tribunal-Appointed Experts

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

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

26.3 Unless otherwise agreed by the parties, if the Tribunal considers it necessary or at the request of any party, an expert appointed under Rule 26.1(a) shall, after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to examine such expert.
25.3 Upon receipt of the expert’s report, the arbitral tribunal shall send a copy of the report to the parties who shall be given the opportunity to express their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.

25.4 At the request of either party, the expert, after delivering the report, shall attend a hearing at which the parties shall have the opportunity to be present and to examine the expert. At this hearing either party may present experts in order to testify on the points at issue. The provisions of Articles 22.2 to 22.7 shall be applicable to such proceedings.

25.5 The provisions of Article 11 shall apply by analogy to any expert appointed by the arbitral tribunal.

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<th>Article 31 – Closure of Proceedings</th>
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<tr>
<td>31.1 When it is satisfied that the parties have had a reasonable opportunity to present their case, whether in relation to the entire proceedings or a discrete phase of the proceedings, the arbitral tribunal shall declare the proceedings or the relevant phase of the proceedings closed. Thereafter, no further submissions or arguments may be made, or evidence produced in respect of the entire proceedings or the discrete phase, as applicable, unless the arbitral tribunal reopens the proceedings or the relevant phase of the proceedings in accordance with Article 31.4.</td>
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</table>

31.2 Once the proceedings are declared closed, the arbitral tribunal shall inform HKIAC and the parties of the anticipated date by which an award will be communicated to the parties. The date of rendering the award shall be no later than three months from the date when the arbitral tribunal declares the entire proceedings or the relevant phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

31.3 Article 31.2 shall not apply to any arbitration conducted pursuant to the Expedited Procedure under Article 42.
31.4 The arbitral tribunal may, if it considers it necessary, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

<table>
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<tr>
<th>Article 23: Interim Measures of Protection and Emergency Relief</th>
<th>Rule 30: Interim and Emergency Interim Relief</th>
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<tbody>
<tr>
<td>23.1 A party may apply for urgent interim or conservatory relief (&quot;Emergency Relief&quot;) prior to the constitution of the arbitral tribunal pursuant to Schedule 4.</td>
<td>30.1 The Tribunal may, at the request of a party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.</td>
</tr>
<tr>
<td>23.2 At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.</td>
<td>30.2 A party that wishes to seek emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.</td>
</tr>
<tr>
<td>23.3 An interim measure, whether in the form of an order or award or in another form, is any temporary measure ordered by the arbitral tribunal at any time before it issues the award by which the dispute is finally decided, that a party, for example and without limitation: (a) maintain or restore the status quo pending determination of the dispute; or (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; or (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or (d) preserve evidence that may be relevant and material to the resolution of the dispute.</td>
<td>30.3 A request for interim relief made by a party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.</td>
</tr>
<tr>
<td>23.4 When deciding a party's request for an interim measure under Article 23.2, the arbitral tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to: (a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and (b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not</td>
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23.5 The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal’s own initiative.

23.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

23.7 The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted.

23.8 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the arbitration.

23.9 A request for interim measures addressed by any party to a competent authority shall not be deemed incompatible with the arbitration agreement, or as a waiver thereof.

### Article 43 – Early Determination Procedure

43.1 The arbitral tribunal shall have the power, at the request of any party and after consulting with all other parties, to decide one or more points of law or fact by way of early determination procedure, on the basis that:

(a) such points of law or fact are manifestly without merit; or
(b) such points of law or fact are manifestly outside the arbitral tribunal’s jurisdiction; or
(c) even if such points of law or fact are submitted by another party and are assumed to be correct, no award could be rendered in favour of that party.

43.2 Any party making a request for early determination procedure shall communicate the request to the arbitral tribunal, HKIAC and all other parties.
43.3 Any request for early determination procedure shall be made as promptly as possible after the relevant points of law or fact are submitted, unless the arbitral tribunal directs otherwise.

43.4 The request for early determination procedure shall include the following:
   (a) a request for early determination of one or more points of law or fact and a description of such points;
   (b) a statement of the facts and legal arguments supporting the request;
   (c) a proposal of the form of early determination procedure to be adopted by the arbitral tribunal;
   (d) comments on how the proposed form referred to in Article 43.4(c) would achieve the objectives stated in Articles 13.1 and 13.5; and
   (e) confirmation that copies of the request and any supporting materials included with it have been or are being communicated simultaneously to all other parties by one or more means of service to be identified in such confirmation.

43.5 After providing all other parties with an opportunity to submit comments on the request, the arbitral tribunal shall issue a decision either dismissing the request or allowing the request to proceed by fixing the early determination procedure in the form it considers appropriate. The arbitral tribunal shall make such decision within 30 days from the date of filing the request. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

43.6 If the request is allowed to proceed, the arbitral tribunal shall make its order or award, which may be in summary form, on the relevant points of law or fact. The arbitral tribunal shall make such order or award within 60 days from the date of its decision to proceed. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

43.7 Pending the determination of the request, the arbitral tribunal may decide whether and to what extent the arbitration shall proceed.
**Article 42: Expedited Procedure**

42.1 Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC for the arbitration to be conducted in accordance with Article 42.2 where:

(a) the amount in dispute representing the aggregate of any claim and counterclaim (or any set-off defence or cross-claim) does not exceed the amount set by HKIAC, as stated on HKIAC’s website on the date the Notice of Arbitration is submitted; or
(b) the parties so agree; or
(c) in cases of exceptional urgency.

42.2 When HKIAC, after considering the views of the parties, grants an application made pursuant to Article 42.1, the arbitral proceedings shall be conducted in accordance with an Expedited Procedure based upon the foregoing provisions of these Rules, subject to the following changes:

(a) the case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;
(b) if the arbitration agreement provides for three arbitrators, HKIAC shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree, the case shall be referred to three arbitrators;
(c) HKIAC may shorten the time limits provided for in the Rules, as well as any time limits that it has set;
(d) after the submission of the Answer to the Notice of Arbitration, the parties shall in principle be entitled to submit one Statement of Claim and, where applicable, one Statement of Defence in reply to the Counterclaim;
(e) the arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is appropriate to hold one or more hearings;
(f) subject to any lien, the award shall be communicated to the parties within six months from the date when HKIAC transmitted the case file to the arbitral tribunal. In exceptional circumstances, HKIAC may extend this time limit;
(g) the arbitral tribunal may state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

**Rule 5: Expedited Procedure**

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

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

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

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

a. the Registrar may abbreviate any time limits under these Rules;
b. the case shall be referred to a sole arbitrator, unless the President determines otherwise;
c. the Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;
d. the final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for making such final Award; and
e. the Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given.
42.3 Upon the request of any party and after consulting with the parties and any confirmed or appointed arbitrators, HKIAC may, having regard to any new circumstances that have arisen, decide that the Expedited Procedure under Article 42 shall no longer apply to the case. Unless HKIAC considers that it is appropriate to revoke the confirmation or appointment of any arbitrator, the arbitral tribunal shall remain in place.

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

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

**Article 33 – Decisions**

33.1 When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.

33.2 With the prior agreement of all members of the arbitral tribunal, the presiding arbitrator may make procedural rulings alone.

**Article 35 – Form and Effect of the Award**

35.1 The arbitral tribunal may make a single award or separate awards regarding different issues at different times and in respect of all parties involved in the arbitration in the form of interim, interlocutory, partial or final awards. If appropriate, the arbitral tribunal may also issue interim awards on costs and any awards pursuant to Article 41.5.

35.2 Awards shall be made in writing and shall be final and binding on the parties and any person claiming through or under any of the parties. The

**Rule 32: Award**

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

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

32.3 Before making any Award, the Tribunal shall submit such Award in draft form to the Registrar. Unless the Registrar extends the period of time or unless otherwise agreed by the parties, the Tribunal shall submit the draft Award to the Registrar not later than 45 days from the date on which the Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the Award and, without
parties and any such person waive their rights to any form of recourse or
defence in respect of the setting-aside, enforcement or execution of any
award, in so far as such waiver can validly be made.

35.3 The parties undertake to comply without delay with any order or award
made by the arbitral tribunal or any emergency arbitrator, including any
order or award made in any proceedings under Articles 27, 28, 29, 30 or 43.
35.4 An award shall state the reasons upon which it is based unless the
parties have agreed that no reasons are to be given.

35.5 An award shall be signed by the arbitral tribunal. It shall state the date
on which it was made and the seat of arbitration as determined under Article
14 and shall be deemed to have been made at the seat of the arbitration.
Where there are three arbitrators and any of them fails to sign, the award
shall state the reason for the absence of the signature(s).

35.6 The arbitral tribunal shall communicate to HKIAC originals of the
award signed by the arbitral tribunal. HKIAC shall affix its seal to the award
and, subject to any lien, communicate it to the parties.

affecting the Tribunal’s liberty to decide the dispute, draw the Tribunal’s
attention to points of substance. No Award shall be made by the Tribunal
until it has been approved by the Registrar as to its form.

32.4 The Award shall be in writing and shall state the reasons upon which it
is based unless the parties have agreed that no reasons are to be given.
32.5 Unless otherwise agreed by the parties, the Tribunal may make separate
Awards on different issues at different times.

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

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

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

32.9 The Tribunal may award simple or compound interest on any sum
which is the subject of the arbitration at such rates as the parties may have
agreed or, in the absence of such agreement, as the Tribunal determines to be
appropriate, in respect of any period which the Tribunal determines to be
appropriate.

32.10 In the event of a settlement, and if the parties so request, the Tribunal
may make a consent Award recording the settlement. If the parties do not
require a consent Award, the parties shall confirm to the Registrar that a settlement has been reached, following which the Tribunal shall be discharged and the arbitration concluded upon full settlement of the costs of the arbitration.

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

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

### Article 37: Settlement or Other Grounds for Termination

37.1 If, before the arbitral tribunal is constituted, a party wishes to terminate the arbitration, it shall communicate this to all other parties and HKIAC. HKIAC shall set a time limit for all other parties to indicate whether they agree to terminate the arbitration. If no other party objects within the time limit, HKIAC may terminate the arbitration. If any party objects to the termination of the arbitration, the arbitration shall proceed in accordance with the Rules.

37.2 If, after the arbitral tribunal is constituted and before the final award is made:

(a) the parties settle the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

(b) continuing the arbitration becomes unnecessary or impossible for any reason not mentioned in Article 37.2(a), the arbitral tribunal shall issue an
order for the termination of the arbitration. The arbitral tribunal shall issue such an order unless a party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.

37.3 The arbitral tribunal shall communicate copies of the order to terminate the arbitration or of the arbitral award on agreed terms, signed by the arbitral tribunal, to HKIAC. Subject to any lien, HKIAC shall communicate the order for termination of the arbitration or the arbitral award on agreed terms to the parties. Where an arbitral award on agreed terms is made, the provisions of Articles 35.2, 35.3, 35.5 and 35.6 shall apply.

<table>
<thead>
<tr>
<th>Article 38: Correction of the Award</th>
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<tbody>
<tr>
<td>38.1 Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for all other parties to comment on such request.</td>
</tr>
<tr>
<td>38.2 The arbitral tribunal shall make any corrections it considers appropriate within 30 days after receipt of the request but may extend such time limit if necessary.</td>
</tr>
<tr>
<td>38.3 The arbitral tribunal may within 30 days after the date of the award make such corrections on its own initiative.</td>
</tr>
<tr>
<td>38.4 The arbitral tribunal has the power to make any further correction to the award which is necessitated by or consequential on (a) the interpretation of any point or part of the award under Article 39; or (b) the issue of any additional award under Article 40.</td>
</tr>
<tr>
<td>38.5 Such corrections shall be in writing, and the provisions of Articles 35.2 to 35.6 shall apply.</td>
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| Article 39: Interpretation of the Award |

<table>
<thead>
<tr>
<th>Rule 33: Correction of Awards, Interpretation of Awards and Additional Awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.1 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.</td>
</tr>
<tr>
<td>33.2 The Tribunal may correct any error of the type referred to in Rule 33.1 on its own initiative within 30 days of the date of the Award.</td>
</tr>
<tr>
<td>33.3 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. If the Tribunal considers the request to be justified, it shall make the additional Award within 45 days of receipt of the request.</td>
</tr>
<tr>
<td>33.4 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request that the Tribunal give an interpretation of the Award. If the Tribunal considers the request to be justified, it shall provide the interpretation in writing within 45 days after receipt of the request. The interpretation shall form part of the Award.</td>
</tr>
</tbody>
</table>
### Article 24 – Security for Costs

The arbitral tribunal may make an order requiring a party to provide security for the costs of the arbitration.

### Article 10: Fees and Expenses of the Arbitral Tribunal

10.1 The fees and expenses of the arbitral tribunal shall be determined according to either:
- (a) an hourly rate in accordance with Schedule 2; or
- (b) the schedule of fees based on the sum in dispute in accordance with Schedule 3.

The parties shall agree the method for determining the fees and expenses of the arbitral tribunal, and shall inform HKIAC of the applicable method within 30 days of the date on which the Respondent receives the Notice of Arbitration. If the parties fail to agree on the applicable method, the arbitral tribunal's fees and expenses shall be determined in accordance with Schedule 2.

10.2 Where the fees of the arbitral tribunal are to be determined in accordance with Schedule 2,

<table>
<thead>
<tr>
<th>Rule 36: Tribunal’s Fees and Expenses</th>
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<tbody>
<tr>
<td>36.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the applicable Schedule of Fees or, if applicable, with the method agreed by the parties pursuant to Rule 34.1, and the stage of the proceedings at which the arbitration concluded. In exceptional circumstances, the Registrar may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.</td>
</tr>
<tr>
<td>36.2 The Tribunal’s reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.</td>
</tr>
</tbody>
</table>

### Rule 37: Party’s Legal and Other Costs

- 33.5 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award, interpretation of an Award or an additional Award under this Rule.
- 33.6 The provisions of Rule 32 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional Award made.
(a) the applicable rate for each co-arbitrator shall be the rate agreed between that co-arbitrator and the designating party;
(b) the applicable rate for a sole or presiding arbitrator designated by the parties or the co-arbitrators, as applicable, shall be the rate agreed between that arbitrator and the parties,

subject to paragraphs 9.3 to 9.5 of Schedule 2. Where the rate of an arbitrator is not agreed in accordance with Article 10.2(a) or (b), or where HKIAC appoints an arbitrator, HKIAC shall determine the rate of that arbitrator.

10.3 Where the fees of the arbitral tribunal are determined in accordance with Schedule 3, HKIAC shall fix the fees in accordance with that Schedule and the following rules:
(a) the fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitral tribunal and any secretary appointed under Article 13.4, and any other circumstances of the case, including, but not limited to, the discontinuation of the arbitration in case of settlement or for any other reason;
(b) where a case is referred to three arbitrators, HKIAC, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a sole arbitrator;
(c) the arbitral tribunal’s fees may exceed the amounts calculated in accordance with Schedule 3 where, in the opinion of HKIAC, there are exceptional circumstances, which include, but are not limited to, the parties conducting the arbitration in a manner not reasonably contemplated at the time when the arbitral tribunal was constituted.

<table>
<thead>
<tr>
<th>Article 34: Costs of the Arbitration</th>
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<tbody>
<tr>
<td>34.1 The arbitral tribunal shall determine the costs of the arbitration in one or more orders or awards. The term “costs of the arbitration” includes only:</td>
</tr>
<tr>
<td>(a) the fees of the arbitral tribunal, as determined in accordance with Article 10;</td>
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<tr>
<td>(b) the reasonable travel and other expenses incurred by the arbitral tribunal;</td>
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<table>
<thead>
<tr>
<th>Rule 35: Costs of the Arbitration</th>
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</thead>
<tbody>
<tr>
<td>35.1 Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.</td>
</tr>
<tr>
<td>35.2 The term “costs of the arbitration” includes:</td>
</tr>
</tbody>
</table>
(c) the reasonable costs of expert advice and of other assistance required by the arbitral tribunal, including fees and expenses of any tribunal secretary;
(d) the reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration; and
(e) the Registration Fee and Administrative Fees payable to HKIAC in accordance with Schedule 1, and any expenses payable to HKIAC.

34.2 With respect to the costs of legal representation and other assistance referred to in Article 34.1(d), the arbitral tribunal, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.

34.3 The arbitral tribunal may apportion all or part of the costs of the arbitration referred to in Article 34.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

34.4 The arbitral tribunal may take into account any third party funding arrangement in determining all or part of the costs of the arbitration referred to in Article 34.1.

34.5 Where arbitrations are consolidated pursuant to Article 28, the arbitral tribunal in the consolidated arbitration shall determine the costs of the arbitration in accordance with Articles 34.2 to 34.4. Such costs include, but are not limited to, the fees of any arbitrator designated, confirmed or appointed and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.

34.6 When the arbitral tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it shall determine the costs of the arbitration referred to in Article 34.1 (to the extent not already determined) and may apportion all or part of such costs, in the text of that order or award.

<p>| a. the Tribunal’s fees and expenses and the Emergency Arbitrator’s fees and expenses, where applicable; |  |
| b. SIAC’s administration fees and expenses; and | c. the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal. |</p>
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<tr>
<th><strong>Article 21: Time Limits</strong></th>
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<tbody>
<tr>
<td>21.1 The time limits set by the arbitral tribunal for the communication of written statements should not exceed 45 days, unless the arbitral tribunal considers otherwise.</td>
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<tr>
<td>21.2 The arbitral tribunal may, even in circumstances where the relevant time limit has expired, extend time limits where it concludes that an extension is justified.</td>
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<table>
<thead>
<tr>
<th><strong>Article 32 – Waiver</strong></th>
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<tbody>
<tr>
<td>32.1 A party that knows, or ought reasonably to know, that any provision of, or requirement arising under, these Rules (including the arbitration agreement) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.</td>
<td></td>
</tr>
<tr>
<td>32.2 The parties waive any objection, on the basis of the use of any procedure under Articles 27, 28, 29, 30 or 43 and any decision made in respect of such procedure, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration(s), in so far as such waiver can validly be made.</td>
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<tr>
<th><strong>Article 46: Exclusion of Liability</strong></th>
<th><strong>Rule 38: Exclusion of Liability</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>46.1 None of the Council members of HKIAC nor any body or person specifically designated by it to perform the functions in these Rules, nor the Secretary-General of HKIAC or other staff members of the Secretariat of HKIAC, the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert or tribunal secretary shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly.</td>
<td>38.1 Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary and any expert, the President, members of the Court, and any directors, officers and employees of SIAC, shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by SIAC in accordance with these Rules.</td>
</tr>
</tbody>
</table>
| 46.2 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 38 to 40 have lapsed or been exhausted, neither HKIAC nor the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert or tribunal secretary shall be under an obligation to make statements to any person about any matter | 38.2 SIAC, including the President, members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by SIAC in accordance with these Rules. No party shall seek to make the President, any member of the
concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

Court, director, officer, employee of SIAC, or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, act as a witness in any legal proceedings in connection with any arbitration administered by SIAC in accordance with these Rules.

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<thead>
<tr>
<th>Article 45 – Confidentiality</th>
<th>Rule 39: Confidentiality</th>
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<tbody>
<tr>
<td>45.1 Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to:</td>
<td>39.1 Unless otherwise agreed by the parties, a party and any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall at all times treat all matters relating to the proceedings and the Award as confidential. The discussions and deliberations of the Tribunal shall be confidential.</td>
</tr>
<tr>
<td>(a) the arbitration under the arbitration agreement; or</td>
<td>39.2 Unless otherwise agreed by the parties, a party or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not, without the prior written consent of the parties, disclose to a third party any such matter except:</td>
</tr>
<tr>
<td>(b) an award or Emergency Decision made in the arbitration.</td>
<td>a. for the purpose of making an application to any competent court of any State to enforce or challenge the Award;</td>
</tr>
<tr>
<td>45.2 Article 45.1 also applies to the arbitral tribunal, any emergency arbitrator, expert, witness, tribunal secretary and HKIAC.</td>
<td>b. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;</td>
</tr>
<tr>
<td>45.3 Article 45.1 does not prevent the publication, disclosure or communication of information referred to in Article 45.1 by a party or party representative:</td>
<td>c. for the purpose of pursuing or enforcing a legal right or claim;</td>
</tr>
<tr>
<td>(a) (i) to protect or pursue a legal right or interest of the party; or (ii) to enforce or challenge the award or Emergency Decision referred to in Article 45.1; in legal proceedings before a court or other authority; or (b) to any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or (c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert; or (d) to any party or additional party and any confirmed or appointed arbitrator for the purposes of Articles 27, 28, 29 or 30; or (e) to a person for the purposes of having, or seeking, third party funding of arbitration.</td>
<td>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;</td>
</tr>
<tr>
<td>45.4 The deliberations of the arbitral tribunal are confidential.</td>
<td>e. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties; or</td>
</tr>
<tr>
<td>45.5 HKIAC may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:</td>
<td>f. for the purpose of any application under Rule 7 or Rule 8 of these Rules.</td>
</tr>
</tbody>
</table>

39.3 In Rule 39.1, “matters relating to the proceedings” includes the existence of the proceedings, and the pleadings, evidence and other materials in the arbitral proceedings and all other documents produced by another party
(a) all references to the parties’ names and other identifying information are deleted; and
(b) no party objects to such publication within the time limit fixed for that purpose by HKIAC. In the case of an objection, the award shall not be published.

in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

39.4 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.

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<tr>
<th>Article 18: Amendments to the Claim or Defence</th>
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<tbody>
<tr>
<td>18.1 During the course of the arbitration, a party may amend or supplement its claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal.</td>
</tr>
<tr>
<td>18.2 HKIAC may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) if a party amends its claim or defence.</td>
</tr>
</tbody>
</table>

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<tr>
<th>Article 20 – Further Written Statements</th>
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<tbody>
<tr>
<td>The arbitral tribunal shall decide which further written statements, if any, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties and shall set the time limits for communicating such statements.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Article 26 – Default</th>
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<tbody>
<tr>
<td>26.1 If, within the time limit set by the arbitral tribunal, the Claimant has failed to communicate its written statement without showing sufficient cause for such failure, the arbitral tribunal may terminate the arbitration unless another party has brought a claim and wishes the arbitration to continue, in which case the tribunal may proceed with the arbitration in respect of the other party’s claim.</td>
</tr>
<tr>
<td>26.2 If, within the time limit set by the arbitral tribunal, the Respondent has failed to communicate its written statement without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.</td>
</tr>
</tbody>
</table>
26.3 If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and make an award on the basis of the evidence before it.

<table>
<thead>
<tr>
<th>Article 30: Concurrent Proceedings</th>
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<tbody>
<tr>
<td>30.1 The arbitral tribunal may, after consulting with the parties, conduct two or more arbitrations under the Rules at the same time, or one immediately after another, or suspend any of those arbitrations until after the determination of any other of them, where:</td>
</tr>
<tr>
<td>(a) the same arbitral tribunal is constituted in each arbitration; and</td>
</tr>
<tr>
<td>(b) a common question of law or fact arises in all the arbitrations.</td>
</tr>
<tr>
<td>30.2 HKIAC may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) where the arbitrations are conducted pursuant to Article 30.1.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Article 40: Additional Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>40.1 Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to make an additional award as to claims presented in the arbitration but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for all other parties to comment on such request.</td>
</tr>
<tr>
<td>40.2 If the arbitral tribunal considers the request for an additional award to be justified, it shall make the additional award within 60 days after receipt of the request but may extend such time limit if necessary.</td>
</tr>
<tr>
<td>40.3 The arbitral tribunal has the power to make an additional award which is necessitated by or consequential on (a) the correction of any error in the award under Article 38; or (b) the interpretation of any point or part of the award under Article 39.</td>
</tr>
<tr>
<td>40.4 When an additional award is made, the provisions of Articles 35.2 to 35.6 shall apply.</td>
</tr>
</tbody>
</table>
### Article 44: Disclosure of Third Party Funding of Arbitration

44.1 If a funding agreement is made, the funded party shall communicate a written notice to all other parties, the arbitral tribunal, any emergency arbitrator and HKIAC of:
   (a) the fact that a funding agreement has been made; and
   (b) the identity of the third party funder.

44.2 The notice referred to in Article 44.1 must be communicated:
   (a) in respect of a funding agreement made on or before the commencement of the arbitration, in the application for the appointment of an emergency arbitrator, the Notice of Arbitration, the Answer to the Notice of Arbitration, the Request for Joinder or the Answer to the Request for Joinder (as applicable); or
   (b) in respect of a funding agreement made after the commencement of the arbitration, as soon as practicable after the funding agreement is made.

44.3 Any funded party shall disclose any changes to the information referred to in Article 44.1 that occur after the initial disclosure.

### Rule 27: Additional Powers of the Tribunal

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

(a). order the correction or rectification of any contract, subject to the law governing such contract;
(b). except as provided in these Rules, extend or abbreviate any time limits prescribed under these Rules or by its directions;
(c). conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
(d). order the parties to make any property or item in their possession or control available for inspection;
(e). order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;
(f). order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or

<table>
<thead>
<tr>
<th>Article 44: Disclosure of Third Party Funding of Arbitration</th>
<th>Rule 27: Additional Powers of the Tribunal</th>
</tr>
</thead>
<tbody>
<tr>
<td>44.1 If a funding agreement is made, the funded party shall communicate a written notice to all other parties, the arbitral tribunal, any emergency arbitrator and HKIAC of:</td>
<td>Unless otherwise agreed by the parties, in addition to the other powers specified in these Rules, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:</td>
</tr>
<tr>
<td>(a) the fact that a funding agreement has been made; and</td>
<td>(a). order the correction or rectification of any contract, subject to the law governing such contract;</td>
</tr>
<tr>
<td>(b) the identity of the third party funder.</td>
<td>(b). except as provided in these Rules, extend or abbreviate any time limits prescribed under these Rules or by its directions;</td>
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<td>44.2 The notice referred to in Article 44.1 must be communicated:</td>
<td>(c). conduct such enquiries as may appear to the Tribunal to be necessary or expedient;</td>
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<td>(a) in respect of a funding agreement made on or before the commencement of the arbitration, in the application for the appointment of an emergency arbitrator, the Notice of Arbitration, the Answer to the Notice of Arbitration, the Request for Joinder or the Answer to the Request for Joinder (as applicable); or</td>
<td>(d). order the parties to make any property or item in their possession or control available for inspection;</td>
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<td>(b) in respect of a funding agreement made after the commencement of the arbitration, as soon as practicable after the funding agreement is made.</td>
<td>(e). order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;</td>
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<td>44.3 Any funded party shall disclose any changes to the information referred to in Article 44.1 that occur after the initial disclosure.</td>
<td>(f). order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or</td>
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control which the Tribunal considers relevant to the case and material to its outcome;

(g). issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;

(h). direct any party or person to give evidence by affidavit or in any other form;

(i). direct any party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party or otherwise;

(j). order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;

(k). order any party to provide security for all or part of any amount in dispute in the arbitration;

(l). proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal’s orders or directions or any partial Award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate in relation to such failure or refusal;

(m). decide, where appropriate, any issue not expressly or impliedly raised in the submissions of a party provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;

(n). determine the law applicable to the arbitral proceedings; and

(o). determine any claim of legal or other privilege.
## APPENDIX 12


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<td><strong>Article 1 – Scope of Application</strong></td>
<td><strong>Rule 1: Scope of Application and Interpretation</strong></td>
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<tr>
<td>1.1 These Rules shall govern arbitrations where an arbitration agreement (whether entered into before or after a dispute has arisen) either: (a) provides for these Rules to apply; or (b) subject to Articles 1.2 and 1.3 below, provides for arbitration “administered by HKIAC” or words to similar effect.</td>
<td>1.1 Where parties have agreed to refer their disputes to SIAC for arbitration, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules. If any of these Rules is in conflict with a mandatory provision of the applicable law of the arbitration from which the parties cannot derogate, that provision shall prevail.</td>
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<td>1.2 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming HKIAC as appointing authority, or from requesting certain administrative services from HKIAC, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by HKIAC from time to time.</td>
<td>1.2 These Rules shall come into force on 1 April 2013 and, unless the parties have agreed otherwise, shall apply to any arbitration which is commenced on or after that date.</td>
</tr>
<tr>
<td>1.3 Subject to Article 1.4, these Rules shall come into force on 1 November 2013 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date.</td>
<td>1.3 From 1 April 2013, the SIAC Rules (4th edition, 1 July 2010) are amended as follows.</td>
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<td>1.4 The provisions contained in Articles 23.1, 28, 29 and Schedule 4 shall not apply if the arbitration agreement was concluded before the date on which these Rules came into force, unless otherwise agreed by the parties.</td>
<td>(a). In Rule 1.3: The definitions of “Board”, “Chairman” and “Committee of the Board” are deleted and the following are substituted: “Board” means the Court; “Chairman” means the President; “Committee of the Board” means the Court; (b). The following definitions are inserted after the definition of “Committee of the Board”: “Committee of the Court” means a committee consisting of not less than two members of the Court appointed by the President (which may include the President); “Court” means the Court of Arbitration of SIAC and includes a Committee of the Court; “President” means the President of the Court and includes a Vice President and the Registrar;</td>
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<td>1.4 From 1 April 2013, the SIAC Rules (3rd edition, 1 July 2007) are amended as follows.</td>
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a. In Rule 1.2:
The definition of “Chairman” is deleted and the following is substituted:
“Chairman” means the President;
b. The following definitions are inserted after the definition of
“Chairman”:
“Committee of the Court” means a committee consisting of not less than
two members of the Court appointed by the President (which may include
the President); “Court” means the Court of Arbitration of SIAC and
includes a Committee of the Court; “President” means the President of
the Court and includes a Vice President and the Registrar;

1.5 In these Rules –
“Award” includes a partial or final award and an award of an Emergency
Arbitrator; “Committee of the Court” means a committee consisting of
not less than two members of the Court appointed by the President
(which may include the President); “Court” means the Court of
Arbitration of SIAC and includes a Committee of the Court;
“President” means the President of the Court and includes a Vice
President and the Registrar; “Registrar” means the Registrar of the Court
and includes any Deputy Registrar; “SIAC” means the Singapore
International Arbitration Centre; and “Tribunal” includes a sole arbitrator
or all the arbitrators where more than one is appointed.
Any pronoun shall be understood to be gender-neutral; and
Any singular noun shall be understood to refer to the plural in the
appropriate circumstances.

Article 4 – Notice of Arbitration

4.1 The party initiating recourse to arbitration (hereinafter called the
“Claimant”) shall submit a Notice of Arbitration in writing to HKIAC at its
address, facsimile number or email address.

4.2 An arbitration shall be deemed to commence on the date on which a copy
of the Notice of Arbitration is received by HKIAC. For the avoidance of
doubt, this date shall be determined in accordance with the provisions of
Articles 2.1 and 2.2.
4.3 The Notice of Arbitration shall include the following:

Rule 3: Notice of Arbitration

3.1 A party wishing to commence an arbitration (the “Claimant”) shall file
with the Registrar a Notice of Arbitration which shall comprise:
(a). a demand that the dispute be referred to arbitration;
(b). the names, address(es), telephone number(s), facsimile number(s) and
electronic mail address(es), if known, of the parties to the arbitration and their
representatives, if any;
(c). a reference to the arbitration clause or the separate arbitration agreement
that is invoked and a copy of it;
(a) a demand that the dispute be referred to arbitration;
(b) the names and (in so far as known) the addresses, telephone and facsimile numbers, and email addresses of the parties and of their counsel;
(c) a copy of the arbitration agreement(s) invoked;
(d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises;
(e) a description of the general nature of the claim and an indication of the amount involved, if any;
(f) the relief or remedy sought;
(g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;
(h) the Claimant's proposal regarding the designation of a sole arbitrator under Article 7, or the Claimant's designation of an arbitrator under Article 8; and
(i) confirmation that copies of the Notice of Arbitration and any exhibits included therewith have been or are being served simultaneously on all other parties (hereinafter called the "Respondent") by one or more means of service to be identified in such confirmation.

4.4 The Notice of Arbitration shall be accompanied by payment, by cheque or transfer to the account of HKIAC, of the Registration Fee as required by Schedule 1.

4.5 The Notice of Arbitration shall be submitted in the language of the arbitration as agreed by the parties. If no agreement has been reached between the parties, the Notice of Arbitration shall be submitted in either English or Chinese.

4.6 The Notice of Arbitration may also include the Statement of Claim referred to in Article 16.

4.7 If the Notice of Arbitration is incomplete or if the Registration Fee is not paid, HKIAC may request the Claimant to remedy the defect within an appropriate period of time. If the Claimant complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Article 4.2 on the date the initial version was received by HKIAC. If the Claimant fails to comply, the Notice of Arbitration shall be

(d). a reference to the contract (or other instrument [e.g., investment treaty]) out of or in relation to which the dispute arises and where possible, a copy of it;
(e). a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
(f). a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
(g). a proposal for the number of arbitrator(s) if this is not specified in the arbitration agreement;
(h). unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
(i). any comment as to the applicable rules of law;
(j). any comment as to the language of the arbitration; and
(k). payment of the requisite filing fee.

3.2 The Notice of Arbitration may also include the Statement of Claim referred to in Rule 17.2.

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

3.4 The Claimant shall at the same time send a copy of the Notice of Arbitration to the Respondent, and it shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
deemed not to have been validly submitted and the arbitration shall be
deemed not to have commenced under Article 4.2 without prejudice to the
Claimant's right to submit the same claim at a later date in a subsequent
Notice of Arbitration.

4.8 The Claimant shall notify and lodge documentary verification with
HKIAC of the date of receipt by the Respondent of the Notice of Arbitration
and any exhibits included therewith.

**Article 2 – Notices and Calculation of Periods of Time**

2.1 Any notice or other written communication pursuant to these Rules shall
be deemed to be received by a party or arbitrator or by HKIAC if:
   (a) delivered by hand, registered post or courier service to
      (i) the address of the addressee or its representative as notified in
          writing in the arbitration; or
      (ii) in the absence of (i), to the address specified in any applicable
          agreement between the relevant parties; or
      (iii) in the absence of (i) or (ii), to any address which the addressee
          holds out to the world at the time of such delivery; or
      (iv) in the absence of (i), (ii) or (iii), to any last known address of the
          addressee; or
   (b) transmitted by facsimile, email or any other means of
telecommunication that provides a record of its transmission, including
the time and date, to:
      (i) the facsimile number or email address (or equivalent) of that
          person or its representative as notified in the arbitration; or
      (ii) in the absence of (i), to the facsimile number or email address (or
          equivalent) specified in any applicable agreement between the
          relevant parties; or
      (iii) in the absence of (i) and (ii), to any facsimile number or email
          address (or equivalent) which the addressee holds out to the world at
          the time of such transmission.

2.2 Any such notice or written communication shall be deemed to be received
on the earliest day when it is delivered pursuant to paragraph (a) above or

**Rule 2: Notice, Calculation of Periods of Time**

2.1 For the purposes of these Rules, any notice, communication or proposal,
shall be in writing. Any such written communication may be delivered or
sent by registered postal or courier service or transmitted by any form of
electronic communication (including electronic mail and facsimile) or
delivered by any other means that provides a record of its delivery. It is
deemed to have been received if it is delivered (i) to the addressee
personally, (ii) to his habitual residence, place of business or designated
address, (iii) to any address agreed by the parties, (iv) according to the
practice of the parties in prior dealings, or (v) if none of these can be
found after making reasonable inquiry, then at the addressee’s last-known
residence or place of business.

2.2 The notice, communication, or proposal is deemed to have been received
on the day it is delivered.

2.3 For the purposes of calculating any period of time under these Rules, such
period shall begin to run on the day following the day when a notice,
communication or proposal is received. If the last day of such period is
not a business day at the place of receipt pursuant to Rule 2.1, the period
is extended until the first business day which follows. Nonbusiness days
occurring during the running of the period of time are included in
calculating the period.

2.4 The parties shall file with the Registrar a copy of any notice,
communication or proposal concerning the arbitral proceedings.
transmitted pursuant to paragraph (b) above. For this purpose, the date shall be determined according to the local time at the place of receipt. Where such notice or written communication is being delivered or transmitted to more than one party, or more than one arbitrator, such notice or written communication shall be deemed to be received when it is delivered or transmitted pursuant to paragraph (a) or (b) above to the last intended recipient.

2.3 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received or deemed to be received. If the last day of such period is an official holiday or a non-business day at the place of receipt, the period shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time shall be included in calculating the period.

2.4 If the circumstances of the case so justify, HKIAC may amend the time limits provided for in these Rules, as well as any time limits that it has set. HKIAC shall not amend any time limits set by the arbitral tribunal unless it directs otherwise.

**Article 21 – Periods of Time**

The periods of time set by the arbitral tribunal for the communication of written statements (including the Statement of Claim and Statement of Defence) should not exceed 45 days. However, the arbitral tribunal may, even in circumstances where the relevant period has already expired, extend time limits if it concludes that an extension is justified.

**Article 3 – Interpretation of Rules**

3.1 HKIAC shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between
such interpretation and any interpretation by HKIAC, the arbitral tribunal's interpretation shall prevail.

3.2 HKIAC has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. All decisions made by HKIAC under these Rules are final and, to the extent permitted by any applicable law, not subject to appeal.

3.3 References in the Rules to "HKIAC" are to the Council of HKIAC or any committee, sub-committee or other body or person specifically designated by it to perform the functions referred to herein, or, where applicable, to the Secretary General of HKIAC for the time being and other staff members of the Secretariat of HKIAC.

3.4 References in the Rules to "Claimant" include one or more claimants and references to "Respondent" include one or more respondents.

3.5 References to "additional party" include one or more additional parties and references to "party" or "parties" include claimants, respondents or additional parties.

3.6 References in the Rules to the "arbitral tribunal" include one or more arbitrators. Such references do not include an Emergency Arbitrator as defined at paragraph 1 of Schedule 4.

3.7 References in the Rules to "witness" include one or more witnesses and references to "expert" include one or more experts.

3.8 References in the Rules to "claim" or "counterclaim" include any claim or claims by any party against any other party. References to "defence" include any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off.

3.9 References in the Rules to "award" include, inter alia, an interim, interlocutory, partial or final award, save for any award made by an Emergency Arbitrator as referred to in Schedule 4.
3.10 References in the Rules to the "seat" of arbitration shall mean the place of arbitration as referred to in Article 20.1 of the UNCITRAL Model Law on International Commercial Arbitration as adopted on 21 June 1985 and as amended on 7 July 2006.

3.11 These Rules include all Schedules attached thereto as amended from time to time by HKIAC, in force on the date the Notice of Arbitration is submitted.

3.12 HKIAC may from time to time issue practice notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

3.13 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.

**Article 16 – Statement of Claim**

16.1 Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim), the Claimant shall communicate its Statement of Claim in writing to all other parties and to each member of the arbitral tribunal within a period of time to be determined by the arbitral tribunal.

16.2 The Statement of Claim shall include the following particulars:
   (a) the names, addresses, telephone and facsimile numbers and email addresses of the parties;
   (b) a statement of the facts supporting the claim;
   (c) the points at issue;
   (d) the legal arguments supporting the claim; and
   (e) the relief or remedy sought.

16.3 The Claimant shall annex to its Statement of Claim all documents on which it relies.

16.4 The arbitral tribunal may vary any of the requirements referred to in Article 16 as it considers fit.
Article 5 – Answer to the Notice of Arbitration

5.1 Within 30 days from receipt of the Notice of Arbitration, the Respondent shall submit to HKIAC an Answer to the Notice of Arbitration. This Answer to the Notice of Arbitration shall include the following:
   (a) the name, address, telephone and facsimile numbers, and email address of the Respondent and of its counsel (if different from the description contained in the Notice of Arbitration);
   (b) any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;
   (c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e);
   (d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);
   (e) the Respondent's proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;
   (f) the parties' joint designation of a sole arbitrator under Article 7 or the Respondent's designation of an arbitrator under Article 8; and
   (g) confirmation that copies of the Answer to the Notice of Arbitration and any exhibits included therewith have been or are being served simultaneously on all other parties to the arbitration by one or more means of service to be identified in such confirmation.

5.2 The Answer to the Notice of Arbitration shall be submitted in the language of the arbitration as agreed by the parties. If no agreement has been reached between the parties, the Answer to the Notice of Arbitration shall be submitted in either English or Chinese.

5.3 The Answer to the Notice of Arbitration may also include the Statement of Defence referred to in Article 17, if the Notice of Arbitration contained the Statement of Claim referred to in Article 16.

5.4 Any counterclaim or set-off defence shall to the extent possible be raised with the Respondent's Answer to the Notice of Arbitration, which should include in relation to any such counterclaim or set-off defence:

Rule 4: Response to the Notice of Arbitration

4.1 The Respondent shall send to the Claimant a Response within 14 days of receipt of the Notice of Arbitration. The Response shall contain:
   a. a confirmation or denial of all or part of the claims;
   b. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;
   c. any comment in response to any statements contained in the Notice of Arbitration under Rules 3.1(f), (g), (h), (i) and (j) or any comment with respect to the matters covered in such rules; and
   d. unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, agreement with Claimant’s proposal for a sole arbitrator or a counter-proposal.

4.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rules 17.3 and 17.4.

4.3 The Respondent shall at the same time send a copy of the Response to the Registrar, together with the payment of the requisite filing fee for any counterclaim, and shall notify the Registrar of the mode of service of the Response employed and the date of service.
(a) a reference to the contract(s) or other legal instrument(s) out of or in relation to which it arises;
(b) a description of the general nature of the counterclaim and/or set-off defence and an indication of the amount involved, if any;
(c) the relief or remedy sought.

5.5 If no counterclaim or set-off defence is raised with the Respondent's Answer to the Notice of Arbitration, or if there is no indication of the amount of the counterclaim or set-off, HKIAC shall rely upon the information provided by the Claimant pursuant to Article 4.3(c) for its determination of:
    (a) HKIAC's Administrative Fees referred to in Article 33.1(f) and Schedule 1;
    (b) the arbitral tribunal's fees (where Article 10.1(b) and Schedule 3 applies); and
    (c) whether the provisions of Article 41 (the "Expedited Procedure") may be applicable.

5.6 Once the Registration Fee has been paid and the arbitral tribunal has been confirmed, HKIAC shall transmit the file to the arbitral tribunal.

**Article 17 – Statement of Defence**

17.1 Unless the Statement of Defence was contained in the Answer to the Notice of Arbitration (or the Respondent elects to treat the Answer to the Notice of Arbitration as the Statement of Defence), the Respondent shall communicate its Statement of Defence in writing to all other parties and to each member of the arbitral tribunal within a period of time to be determined by the arbitral tribunal.

17.2 The Statement of Defence shall reply to the particulars of the Statement of Claim (set out in Article 16.2(b), (c) and (d)). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection.
| 17.3 Where there is a counterclaim or a set-off defence, the Statement of Defence shall also include the following particulars:  
(a) a statement of the facts supporting the counterclaim or set-off defence;  
(b) the points at issue;  
(c) the legal arguments supporting the counterclaim or set-off defence; and  
(d) the relief or remedy sought. |
| 17.4 The Respondent shall annex to its Statement of Defence all documents on which it relies. |
| 17.5 The arbitral tribunal may vary any of the requirements referred to in Article 17 as it considers fit. |

### Article 18 – Amendments to the Claim or Defence

18.1 During the course of the arbitration a party may amend or supplement its claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal.

18.2 HKIAC may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) if a party amends its claim or defence.

### Article 20 – Further Written Statements

The arbitral tribunal shall decide which further written statements, if any, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall set the periods of time for communicating such statements.

### Article 19 – Jurisdiction of the Arbitral Tribunal

19.1 The arbitral tribunal may rule on its own jurisdiction under these Rules, including any objections with respect to the existence, validity or scope of the arbitration agreement(s).

### Rule 25: Jurisdiction of the Tribunal

25.1 If a party objects to the existence or validity of the arbitration agreement or to the competence of SIAC to administer an arbitration before the Tribunal is appointed, the Registrar shall determine if reference of such an objection is
19.2 The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of Article 19, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.

19.3 A plea that the arbitral tribunal does not have jurisdiction shall be raised if possible in the Answer to the Notice of Arbitration, and shall be raised no later than in the Statement of Defence referred to in Article 17, or, with respect to a counterclaim, in the Reply to the Counterclaim. A party is not precluded from raising such a plea by the fact that it has designated, or participated in the designation of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

19.4 If a question arises as to the existence, validity or scope of the arbitration agreement(s) or to the competence of HKIAC to administer an arbitration before the constitution of the arbitral tribunal, HKIAC may decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that HKIAC is satisfied, prima facie, that an arbitration agreement under the Rules may exist. Any question as to the jurisdiction of the arbitral tribunal shall be decided by the arbitral tribunal once confirmed pursuant to Article 19.1.

19.5 HKIAC’s decision pursuant to Article 19.4 is without prejudice to the admissibility or merits of any party’s pleas.

**Article 27 – Joinder of Additional Parties**

27.1 The arbitral tribunal shall have the power to allow an additional party to be joined to the arbitration provided that, prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29.

27.2 The arbitral tribunal’s decision pursuant to Article 27.1 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
27.3 A party wishing to join an additional party to the arbitration shall submit a Request for Joinder to HKIAC. HKIAC may fix a time limit for the submission of a Request for Joinder.

27.4 The Request for Joinder shall include the following:
   (a) the case reference of the existing arbitration;
   (b) the names and addresses, telephone and facsimile numbers, and email addresses of each of the parties, including the additional party;
   (c) a request that the additional party be joined to the arbitration;
   (d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the request arises;
   (e) a statement of the facts supporting the request;
   (f) the points at issue;
   (g) the legal arguments supporting the request;
   (h) the relief or remedy sought; and
   (i) confirmation that copies of the Request for Joinder and any exhibits included therewith have been or are being served simultaneously on all other parties and the arbitral tribunal, where applicable, by one or more means of service to be identified in such confirmation.

A copy of the contract(s), and of the arbitration agreement(s) if not contained in the contract(s), shall be annexed to the Request for Joinder.

27.5 Within 15 days of receiving the Request for Joinder, the additional party shall submit to HKIAC an Answer to the Request for Joinder. The Answer to the Request for Joinder shall include the following:
   (a) the name, address, telephone and facsimile numbers, and email address of the additional party and its counsel (if different from the description contained in the Request for Joinder);
   (b) any plea that the arbitral tribunal has been improperly constituted and/or lacks jurisdiction over the additional party;
   (c) the additional party’s comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.4(a) to (g);
   (d) the additional party’s answer to the relief or remedy sought in the Request for Joinder, pursuant to Article 27.4(h);
   (e) details of any claims by the additional party against any other party to the arbitration; and
   (f) confirmation that copies of the Answer to the Request for Joinder and any exhibits included therewith have been or are being served
simultaneously on all other parties and the arbitral tribunal, where applicable, by one or more means of service to be identified in such confirmation.

27.6 A third party wishing to be joined as an additional party to the arbitration shall submit a Request for Joinder to HKIAC. The provisions of Article 27.4 shall apply to such Request for Joinder.

27.7 Within 15 days of receiving a Request for Joinder pursuant to Article 27.3 or 27.6, the parties shall submit their comments on the Request for Joinder to HKIAC. Such comments may include (without limitation) the following particulars:

(a) any plea that the arbitral tribunal lacks jurisdiction over the additional party;
(b) comments on the particulars set forth in the Request for Joinder, pursuant to Article 27.4(a) to (g);
(c) answer to the relief or remedy sought in the Request for Joinder, pursuant to Article 27.4(h);
(d) details of any claims against the additional party; and
(e) confirmation that copies of the comments have been or are being served simultaneously on all other parties and the arbitral tribunal, where applicable, by one or more means of service to be identified in such confirmation.

27.8 Where HKIAC receives a Request for Joinder before the date on which the arbitral tribunal is confirmed, HKIAC may decide whether, prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Article 28 or 29. If so, HKIAC may join the additional party to the arbitration. Any question as to the jurisdiction of the arbitral tribunal arising from HKIAC’s decision under this Article 27.8 shall be decided by the arbitral tribunal once confirmed, pursuant to Article 19.1.

27.9 HKIAC's decision pursuant to Article 27.8 is without prejudice to the admissibility or merits of any party's pleas.
| 27.10 Where an additional party is joined to the arbitration, the date on which the Request for Joinder is received by HKIAC shall be deemed to be the date on which the arbitration in respect of the additional party commences. |
| 27.11 Where an additional party is joined to the arbitration before the date on which the arbitral tribunal is confirmed, all parties to the arbitration shall be deemed to have waived their right to designate an arbitrator, and HKIAC may revoke the appointment of any arbitrators already designated or confirmed. In these circumstances, HKIAC shall appoint the arbitral tribunal. |
| 27.12 The revocation of the appointment of an arbitrator under Article 27.11 is without prejudice to: |
| (a) the validity of any act done or order made by that arbitrator before his or her appointment was revoked; and |
| (b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable. |
| 27.13 The parties waive any objection, on the basis of any decision to join an additional party to the arbitration, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration, in so far as such waiver can validly be made. |
| 27.14 HKIAC may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a Request for Joinder has been submitted. |

| **Article 29 – Single Arbitration under Multiple Contracts** |
| 29.1 Claims arising out of or in connection with more than one contract may be made in a single arbitration, provided that: |
| (a) all parties to the arbitration are bound by each arbitration agreement giving rise to the arbitration; |
| (b) a common question of law or fact arises under each arbitration agreement giving rise to the arbitration; |
| (c) the rights to relief claimed are in respect of, or arise out of, the same transaction or series of transactions; and |
| (d) the arbitration agreements under which those claims are made are compatible. |
29.2 The parties waive any objection, on the basis of the commencement of a single arbitration under Article 29, to the validity and/or enforcement of any award made by the arbitral tribunal in the arbitration, in so far as such waiver can validly be made.

**Article 28 – Consolidation of Arbitrations**

28.1 HKIAC shall have the power, at the request of a party (the “Request for Consolidation”) and after consulting with the parties and any confirmed arbitrators, to consolidate two or more arbitrations pending under these Rules where:

(a) the parties agree to consolidate; or
(b) all of the claims in the arbitrations are made under the same arbitration agreement; or
(c) the claims are made under more than one arbitration agreement, a common question of law or fact arises in both or all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or series of transactions, and HKIAC finds the arbitration agreements to be compatible.

28.2 The party making the request shall provide copies of the Request for Consolidation to all other parties and to any confirmed arbitrators.

28.3 In deciding whether to consolidate, HKIAC shall take into account the circumstances of the case. Relevant factors may include, but are not limited to, whether one or more arbitrators have been designated or confirmed in more than one of the arbitrations, and if so, whether the same or different arbitrators have been confirmed.

28.4 Where HKIAC decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or HKIAC decides otherwise taking into account the circumstances of the case. HKIAC shall provide copies of such decision to all parties and to any confirmed arbitrators in all arbitrations.

28.5 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a court in support of the relevant arbitration before it was consolidated.
28.6 Where HKIAC decides to consolidate two or more arbitrations, the parties to all such arbitrations shall be deemed to have waived their right to designate an arbitrator, and HKIAC may revoke the appointment of any arbitrators already designated or confirmed. In these circumstances, HKIAC shall appoint the arbitral tribunal in respect of the consolidated proceedings.

28.7 The revocation of the appointment of an arbitrator under Article 28.6 is without prejudice to:
   (a) the validity of any act done or order made by that arbitrator before his or her appointment was revoked;
   (b) his or her entitlement to be paid his or her fees and expenses subject to Schedule 2 or 3 as applicable; and
   (c) the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

28.8 The parties waive any objection, on the basis of HKIAC's decision to consolidate, to the validity and/or enforcement of any award made by the arbitral tribunal in the consolidated proceedings, in so far as such waiver can validly be made.

28.9 HKIAC may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a Request for Consolidation has been submitted.

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<tr>
<td>13.1 Subject to these Rules, the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary delay or expense, having regard to the complexity of the issues and the amount in dispute, and provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case.</td>
<td>37.1 A party who knows that any provision or requirement under these Rules has not been complied with and proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.</td>
</tr>
<tr>
<td>13.2 At an early stage of the arbitration and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitration, which shall be provided to the parties and HKIAC.</td>
<td>37.2 In all matters not expressly provided for in these Rules, the President, the Court, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any award.</td>
</tr>
</tbody>
</table>
13.3 Subject to Article 11.5, all documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other parties and HKIAC.

13.4 The arbitral tribunal may, after consulting with the parties, appoint a secretary. The secretary shall remain at all times impartial and independent of the parties, and shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence prior to his or her appointment. A secretary, once appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.

13.5 The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.

13.6 The parties may be represented by persons of their choice, subject to Article 13.5. The names, addresses, telephone and facsimile numbers, and email addresses of party representatives shall be communicated in writing to the other parties and HKIAC. The arbitral tribunal or HKIAC may require proof of authority of any party representatives.

13.7 In all matters not expressly provided for in these Rules, HKIAC, the arbitral tribunal and the parties shall act in the spirit of these Rules.

13.8 The arbitral tribunal shall make every reasonable effort to ensure that an award is valid.

### Rule 20: Party Representatives

Any party may be represented by legal practitioners or any other representatives.

### Article 6 – Number of Arbitrators

6.1 If the parties have not agreed upon the number of arbitrators, HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the circumstances of the case.

6.2 Where a case is handled under an Expedited Procedure in accordance with Article 41, the provisions of Article 41.2(a) and (b) shall apply.

### Rule 6: Number and Appointment of Arbitrators

6.1 A sole arbitrator shall be appointed unless the parties have agreed otherwise or unless it appears to the Registrar, giving due regard to any proposals by the parties, the complexity, the quantum involved or other relevant circumstances of the dispute, that the dispute warrants the appointment of three arbitrators.
Article 7 – Appointment of a Sole Arbitrator

7.1 Unless the parties have agreed otherwise and subject to Articles 9, 10, 11.1 to 11.4:
   (a) where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within 30 days from the date when the Notice of Arbitration was received by the Respondent;
   (b) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to a sole arbitrator, the parties shall jointly designate the sole arbitrator within 30 days from the date when HKIAC’s decision was received by the last of them.

7.2 If the parties fail to designate the sole arbitrator within the applicable time limit, HKIAC shall appoint the sole arbitrator.

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

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

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

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

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

Rule 7: Sole Arbitrator

7.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, Rule 6.3 shall apply.

7.2 If within 21 days after receipt by the Registrar of the Notice of Arbitration, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall make the appointment as soon as practicable.
### Article 8 – Appointment of Three Arbitrators

8.1 Where a dispute between two parties is referred to three arbitrators, the arbitral tribunal shall be constituted as follows unless the parties have agreed otherwise:

(a) where the parties have agreed that the dispute shall be referred to three arbitrators, each party shall designate, in the Notice of Arbitration and the Answer to the Notice of Arbitration, respectively, one arbitrator. If either party fails to designate an arbitrator, HKIAC shall appoint the arbitrator;
(b) where the parties have not agreed upon the number of arbitrators and HKIAC has decided that the dispute shall be referred to three arbitrators, the Claimant shall designate an arbitrator within 15 days from receipt of HKIAC’s decision, and the Respondent shall designate an arbitrator within 15 days from receipt of notification of the Claimant’s designation. If a party fails to designate an arbitrator, HKIAC shall appoint the arbitrator;
(c) the two arbitrators so appointed shall designate a third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal. Failing such designation within 30 days from the confirmation of the second arbitrator, HKIAC shall appoint the presiding arbitrator.

8.2 Where there are more than two parties to the arbitration and the dispute is to be referred to three arbitrators, the arbitral tribunal shall be constituted as follows unless the parties have agreed otherwise:

(a) the Claimant or group of Claimants shall designate an arbitrator and the Respondent or group of Respondents shall designate an arbitrator in accordance with the procedure in Article 8.1(a) or (b), as applicable;
(b) if the parties have designated arbitrators in accordance with Article 8.2(a), the procedure in Article 8.1(c) shall apply to the designation of the presiding arbitrator;
(c) in the event of any failure to designate arbitrators under Article 8.2(a) or if the parties do not all agree in writing that they represent two separate sides (as Claimant(s) and Respondent(s) respectively) for the purposes of designating arbitrators, HKIAC may appoint all members of the arbitral tribunal without regard to any party’s designation.

8.3 Appointment of the arbitral tribunal pursuant to Article 8.1 or 8.2 shall be subject to Articles 9, 10 and 11.1 to 11.4.

### Rule 8: Three Arbitrators

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

8.2 If a party fails to make a nomination within 14 days after receipt of a party’s nomination of an arbitrator, or in the manner otherwise agreed by the parties, the President shall proceed to appoint the arbitrator on its behalf.

8.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the time limit fixed by the parties or by the Registrar, the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the President.

### Rule 9: Multi-party Appointment of Arbitrator(s)

9.1 Where there are more than two parties in the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. In the absence of both such joint nominations having been made within 28 days of receipt by the Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the President shall appoint all three arbitrators and shall designate one of them to act as the presiding arbitrator.

9.2 Where there are more than two parties in the arbitration, and one arbitrator is to be appointed, all parties are to agree on an arbitrator. In the absence of such a joint nomination having been made within 28 days of receipt by the Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the President shall appoint the arbitrator.
### Article 9 – Confirmation of the Arbitral Tribunal

9.1 All designations of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by HKIAC, upon which the appointments shall become effective.

9.2 The designation of an arbitrator shall be confirmed on the terms of:
   (a) Schedule 2; or
   (b) Schedule 3;
   as applicable, in accordance with Article 10 and subject to any variations agreed by all parties and any changes HKIAC considers appropriate.

### Article 11 – Qualifications and Challenge of the Arbitral Tribunal

11.1 An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.

11.2 Subject to Article 11.3, as a general rule, where the parties to an arbitration under these Rules are of different nationalities, a sole arbitrator or the presiding arbitrator of an arbitral tribunal shall not have the same nationality as any party unless specifically agreed otherwise by all parties in writing.

11.3 Notwithstanding the general rule in Article 11.2, in appropriate circumstances and provided that none of the parties objects within a time limit set by HKIAC, the sole arbitrator or the presiding arbitrator of the arbitral tribunal may be of the same nationality as any of the parties.

11.4 Before confirmation, a prospective arbitrator shall (a) sign a statement confirming his or her availability to decide the dispute and his or her impartiality and independence; and (b) disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, once confirmed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by him or her of these circumstances.

### Rule 10: Qualifications of Arbitrators

10.1 Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.

10.2 In making an appointment under these Rules, the President shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator.

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

10.4 An arbitrator shall disclose to the parties and to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before appointment by the President.

10.5 An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstance of a similar nature that may arise during the arbitration.
11.5 No party or its representatives shall have any ex parte communication relating to the arbitration with any arbitrator, or with any candidate to be designated as arbitrator by a party, except to advise the candidate of the general nature of the dispute, to discuss the candidate’s qualifications, availability, impartiality or independence, or to discuss the suitability of candidates for the designation of a third arbitrator, where the parties or party-designated arbitrators are to designate that arbitrator. No party or its representatives shall have any ex parte communication relating to the arbitration with any candidate for the presiding arbitrator.

11.6 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay. A party may challenge the arbitrator designated by it or in whose appointment it has participated only for reasons of which it becomes aware after the designation has been made.

11.7 A party who intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation of that arbitrator has been notified to the challenging party or within 15 days after that party became aware or ought reasonably to have become aware of the circumstances mentioned in Article 11.6.

11.8 The challenge shall be notified to HKIAC, all other parties, the arbitrator who is challenged and the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.

11.9 Unless the arbitrator being challenged withdraws or the non-challenging party agrees to the challenge within 15 days from receipt of the notice of challenge, HKIAC shall decide on the challenge. Pending the determination of the challenge, the arbitral tribunal (including the challenged arbitrator) may continue the arbitration.

10.6 If the parties have agreed on any qualifications required of an arbitrator, the arbitrator shall be deemed to meet such qualifications unless a party states that the arbitrator is not so qualified within 14 days after receipt by that party of the notification of the nomination of the arbitrator. In the event of such a challenge, the procedure for challenge and replacement of an arbitrator in Rules 11 to 14 shall apply.

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

**Rule 11: Challenge of Arbitrators**

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

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

**Rule 12: Notice of Challenge**

12.1 Subject to Rule 10.6, a party who intends to challenge an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after
11.10 If an arbitrator withdraws or a party agrees to a challenge under Article 11.9, no acceptance of the validity of any ground referred to in Article 11.6 shall be implied.

| 11.10 | the circumstances mentioned in Rule 11.1 or 11.2 became known to that party. |

12.2 The notice of challenge shall be filed with the Registrar and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. The Registrar may order a suspension of the arbitration until the challenge is resolved.

12.3 When an arbitrator is challenged by one party, the other party may agree to the challenge. The challenged arbitrator may also withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

12.4 In instances referred to in Rule 12.3, the procedure provided in Rules 6, 7, 8 or 9, as the case may be, shall be used for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator, a party had failed to exercise his right to nominate. The time limits provided in those Rules shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator’s withdrawal.

### 13. Decision on Challenge

13.1 If, within 7 days of receipt of the notice of challenge, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, the Court shall decide the challenge.

13.2 If the Court sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure provided in Rules 6, 7, 8 or 9, as the case may be, even if during the process of appointing the challenged arbitrator, a party had failed to exercise his right to nominate. The time limits provided in those Rules shall commence from the date of the Registrar’s notification to the parties of the decision by the Court.

13.3 If the Court rejects the challenge, the arbitrator shall continue with the arbitration. Unless the Registrar ordered the suspension of the arbitration
pursuant to Rule 12.2, pending the determination of the challenge by the Court, the challenged arbitrator shall be entitled to proceed in the arbitration.

13.4 The Court may fix the costs of the challenge and may direct by whom and how such costs should be borne.

13.5 The Court’s decision made under this Rule shall be final and not subject to appeal.

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<th><strong>Article 12 – Replacement of an Arbitrator</strong></th>
<th><strong>Rule 14: Replacement of an Arbitrator</strong></th>
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</table>
| 12.1 Subject to Articles 12.2, 27.11 and 28.6, where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed pursuant to the rules that were applicable to the appointment of the arbitrator being replaced. These rules shall apply even if during the process of appointing the arbitrator being replaced, a party had failed to exercise its right to designate or to participate in the appointment.  
12.2 If, at the request of a party, HKIAC determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to designate a substitute arbitrator, HKIAC may, after giving an opportunity to the parties and the remaining arbitrators to express their views:  
(a) appoint the substitute arbitrator; or  
(b) after the proceedings are declared closed under Article 30.1, authorise the other arbitrators to proceed with the arbitration and make any decision or award.  
12.3 If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the arbitral tribunal decides otherwise. | 14.1 In the event of the death, resignation or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.  
14.2 In the event that an arbitrator refuses or fails to act or in the event of a de jure or de facto impossibility of him performing his functions or that he is not fulfilling his functions in accordance with the Rules or within prescribed time limits, the procedure for challenge and replacement of an arbitrator provided in Rules 11 to 13 and 14.1 shall apply.  
14.3 After consulting with the parties, the President may in his discretion remove an arbitrator who refuses or fails to act, or in the event of a de jure or de facto impossibility of him performing his functions, or if he is not fulfilling his functions in accordance with the Rules or within the prescribed time limits. |
| **Rule 15: Repetition of Hearings in the Event of Replacement of an Arbitrator** |  |
| If under Rules 12 to 14 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless otherwise agreed by the parties. If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal after consulting with the parties. If the Tribunal has issued an interim or partial award, any hearings related solely to that award shall not be repeated, and the award shall remain in effect. |
### Article 14 – Seat and Venue of the Arbitration

14.1 The parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.

14.2 Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall nonetheless be treated for all purposes as an arbitration conducted at the seat.

### Rule 18: Seat of Arbitration

18.1 The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be Singapore, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate.

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

### Article 15 – Language

15.1 Subject to agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages of the arbitration. This determination shall apply to the Statement of Claim, the Statement of Defence, any further written statements, any award, and, if oral hearings take place, to the language or languages to be used in such hearings.

15.2 The arbitral tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the arbitration, delivered in their original language, shall be accompanied by a translation into the language or languages of the arbitration agreed upon by the parties or determined by the arbitral tribunal.

### Rule 19: Language of Arbitration

19.1 Unless the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings.

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

### Article 35 – Applicable Law, Amiable Compositeur

35.1 The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties. Any designation of the law or legal system of a given jurisdiction shall be construed, unless otherwise expressed, as directly referring to the substantive law of that jurisdiction and not to its conflict of laws rules. Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.

### Rule 27: Applicable Law, Amiable Compositeur

27.1 The Tribunal shall apply the 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 which it determines to be appropriate.

27.2 The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised the Tribunal to do so.
### Article 42 – Confidentiality

42.1 Unless otherwise agreed by the parties, no party may publish, disclose or communicate any information relating to:
- (a) the arbitration under the arbitration agreement(s); or
- (b) an award made in the arbitration.

42.2 The provisions of Article 42.1 also apply to the arbitral tribunal, any Emergency Arbitrator appointed in accordance with Schedule 4, expert, witness, secretary of the arbitral tribunal and HKIAC.

42.3 The provisions in Article 42.1 do not prevent the publication, disclosure or communication of information referred to in Article 42.1 by a party:
- (i) to protect or pursue a legal right or interest of the party; or
- (ii) to enforce or challenge the award referred to in Article 42.1; in legal proceedings before a court or other judicial authority;
- (b) to any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or
- (c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert.

42.4 The deliberations of the arbitral tribunal are confidential.

42.5 An award may be published, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:
- (a) a request for publication is addressed to HKIAC;
- (b) a request for publication is addressed to HKIAC;
(b) all references to the parties’ names are deleted; and
(c) no party objects to such publication within the time limit fixed for that purpose by HKIAC. In the case of an objection, the award shall not be published.

35.1 The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.

35.2 A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except:
(a) for the purpose of making an application to any competent court of any State to enforce or challenge the award;
(b) pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
(c) for the purpose of pursuing or enforcing a legal right or claim;
(d) in compliance with the provisions of the laws of any State which are binding on the party making the disclosure;
(e) in compliance with the request or requirement of any regulatory body or other authority; or
(f) pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

35.3 In this Rule, “matters relating to the proceedings” means the existence of the proceedings, and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

35.4 The Tribunal has the power to take appropriate measures, including issuing an order or award for sanctions or costs, if a party breaches the provisions of this Rule.

Article 22 – Evidence and Hearings

22.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.

22.2 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.

22.3 At any time during the arbitration the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the

Rule 17: Submissions by the Parties

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

17.2 Unless already submitted pursuant to Rule 3.2, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail:
a. a statement of facts supporting the claim;
b. the legal grounds or arguments supporting the claim; and
c. the relief claimed together with the amount of all quantifiable claims.
<table>
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<tr>
<th>Rule</th>
<th>Description</th>
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<tr>
<td>17.1</td>
<td>The arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.</td>
</tr>
<tr>
<td>17.3</td>
<td>Unless already submitted pursuant to Rule 4.2, the Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant a Statement of Defence setting out its full defence to the Statement of Claim, including without limitation, the facts and contentions of law on which it relies. The Statement of Defence shall also state any counterclaim, which shall comply with the requirements of Rule 17.2.</td>
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<tr>
<td>17.4</td>
<td>If a counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent a Statement of Defence to the Counterclaim stating in full detail which of the facts and contentions of law in the Statement of Counterclaim it admits or denies, on what grounds it denies the claims or contentions, and on what other facts and contentions of law it relies.</td>
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<tr>
<td>17.5</td>
<td>A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.</td>
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<tr>
<td>17.6</td>
<td>The Tribunal shall decide which further submissions shall be required from the parties or may be presented by them. The Tribunal shall fix the periods of time for communicating such submissions.</td>
</tr>
<tr>
<td>17.7</td>
<td>All submissions referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.</td>
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<tr>
<td>17.8</td>
<td>If the Claimant fails within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate.</td>
</tr>
<tr>
<td>17.9</td>
<td>If the Respondent fails to submit a Statement of Defence, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.</td>
</tr>
</tbody>
</table>
### Article 25 – Tribunal-Appointed Experts

25.1 To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. The arbitral tribunal may meet privately with any tribunal-appointed expert. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the arbitral tribunal. The arbitral tribunal shall establish terms of reference for the expert, and shall communicate a copy of the expert’s terms of reference to the parties and HKIAC.

25.2 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

25.3 Upon receipt of the expert’s report, the arbitral tribunal shall send a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.

25.4 At the request of either party the expert, after delivery of the report, shall attend a hearing at which the parties shall have the opportunity to be present and to examine the expert. At this hearing either party may present experts in order to testify on the points at issue. The provisions of Articles 22.2 to 22.7 shall be applicable to such proceedings.

25.5 The provisions of Article 11 shall apply by analogy to any expert appointed by the arbitral tribunal.

### Rule 23: Tribunal-Appointed Experts

23.1 Unless the parties have agreed otherwise, the Tribunal:
   a. may following consultation with the parties, appoint an expert to report on specific issues; and
   b. may require a party to give such expert any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

23.2 Any expert so appointed shall submit a report in writing to the Tribunal. Upon receipt of such a written report, the Tribunal shall deliver a copy of the report to the parties and invite the parties to submit written comments on the report.

23.3 Unless the parties have agreed otherwise, if the Tribunal considers it necessary, any such expert shall, after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to question him.

### Article 22 – Evidence and Hearings [cont.]

22.4 The arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral arguments, or whether the arbitration shall be conducted on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party or if it considers fit. In the event of an oral hearing,

### Rule 21: Hearings

21.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including without limitation any issue as to jurisdiction.
the arbitral tribunal shall give the parties adequate advance notice of the relevant date, time and place.

22.5 Any person may be a witness or an expert. If a witness or expert is to be heard, each party shall communicate to the arbitral tribunal and to the other party the name and address of the witness or expert it intends to present, and the subject upon which the witness or expert will give his or her testimony, within such time as shall be agreed or as shall be specified by the arbitral tribunal.

22.6 The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary in the circumstances of the case.

22.7 Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require any witness or expert to leave the hearing room at any time during the hearing. The arbitral tribunal is free to determine the manner in which a witness or expert is examined.

<table>
<thead>
<tr>
<th>Rule 22: Witnesses</th>
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<tbody>
<tr>
<td>22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses, including expert witnesses, whom it intends to produce, the subject matter of their testimony and its relevance to the issues.</td>
</tr>
<tr>
<td>22.2 The Tribunal has discretion to allow, refuse or limit the appearance of witnesses.</td>
</tr>
<tr>
<td>22.3 Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal shall determine.</td>
</tr>
<tr>
<td>22.4 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 22.2, any party may request that such a witness should attend for oral examination. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, disregard it or exclude it altogether.</td>
</tr>
<tr>
<td>22.5 It shall be permissible for any party or its representatives to interview any witness or potential witness (that may be presented by that party) prior to his appearance at any hearing.</td>
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<tr>
<th>Article 30 – Closure of Proceedings</th>
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</thead>
<tbody>
<tr>
<td>30.1 When it is satisfied that the parties have had a reasonable opportunity to present their case, the arbitral tribunal shall declare the proceedings closed.</td>
</tr>
</tbody>
</table>
Thereafter, no further submission or argument may be made, or evidence produced, unless the tribunal reopens the proceedings in accordance with Article 30.2.

30.2 The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before the award is made.

<table>
<thead>
<tr>
<th>Article 23 – Interim Measures of Protection and Emergency Relief</th>
<th>Rule 26: Interim and Emergency Relief</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.1 A party may apply for urgent interim or conservatory relief (the &quot;Emergency Relief&quot;) prior to the constitution of the arbitral tribunal pursuant to the procedures set out in Schedule 4 (the &quot;Emergency Arbitrator Procedures&quot;).</td>
<td>26.1 The Tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.</td>
</tr>
<tr>
<td>23.2 At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.</td>
<td>26.2 A party in need of emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.</td>
</tr>
<tr>
<td>23.3 An interim measure, whether in the form of an order or award or in another form, is any temporary measure ordered by the arbitral tribunal at any time prior to the issuance of the award by which the dispute is finally decided, that a party, for example and without limitation: (a) maintain or restore the status quo pending determination of the dispute; (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or (d) preserve evidence that may be relevant and material to the resolution of the dispute.</td>
<td>26.3 A request for interim relief made by a party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.</td>
</tr>
</tbody>
</table>
the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
(b) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

23.5 The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal’s own initiative.

23.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

23.7 The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted.

23.8 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the arbitration.

23.9 A request for interim measures addressed by any party to a competent judicial authority shall not be deemed incompatible with the arbitration agreement(s), or as a waiver thereof.

<table>
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<tr>
<th>Article 24 – Security for Costs</th>
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<tr>
<td>The arbitral tribunal may make an order requiring a party to provide security for the costs of the arbitration.</td>
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<tr>
<th>Schedule 1: Emergency Arbitrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A party in need of emergency relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal,</td>
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</table>
make an application for emergency interim relief. The party shall notify the Registrar and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties. The application shall also be accompanied by payment of any fees set by the Registrar for proceedings pursuant to this Schedule 1.

2. The President shall, if he determines that SIAC should accept the application, seek to appoint an Emergency Arbitrator within one business day of receipt by the Registrar of such application and payment of any required fee.

3. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

4. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless agreed by the parties.

5. The Emergency Arbitrator shall, as soon as possible but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceedings by telephone conference or on written submissions as alternatives to a formal hearing. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, and shall resolve any disputes over the application of this Schedule 1.

6. The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary. The Emergency Arbitrator shall give
reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the interim award or order for good cause shown.

7. The Emergency Arbitrator shall have no further power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate the interim award or order of emergency relief issued by the Emergency Arbitrator. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.

8. Any interim award or order of emergency relief may be conditioned on provision by the party seeking such relief of appropriate security.

9. An order or award pursuant to this Schedule 1 shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.

10. The costs associated with any application pursuant to this Schedule 1 shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

11. These Rules shall apply as appropriate to any proceeding pursuant to this Schedule 1, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal.

<table>
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<tr>
<th>Article 32 – Decisions</th>
<th>Rule 28: The Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.1 When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.</td>
<td>28.1 The Tribunal shall, after consulting with the parties, declare the proceedings closed if it is satisfied that the parties have no further relevant and material evidence to produce or submission to make. The Tribunal may, on its own motion or upon application of a party but before any award is made, reopen the proceedings.</td>
</tr>
<tr>
<td>32.2 With the prior agreement of all members of the arbitral tribunal, the presiding arbitrator may make procedural rulings alone.</td>
<td>28.2 Before making any award, the Tribunal shall submit it in draft form to the Registrar. Unless the Registrar extends time or the parties agree</td>
</tr>
</tbody>
</table>
otherwise, the Tribunal shall submit the draft award to the Registrar within 45 days from the date on which the Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the award and, without affecting the Tribunal’s liberty of decision, may also draw its attention to points of substance. No award shall be made by the Tribunal until it has been approved by the Registrar as to its form.

28.3 The Tribunal may make separate awards on different issues at different times.

28.4 If any arbitrator fails to cooperate in the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.

28.5 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.

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

28.7 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

28.8 In the event of a settlement, if any party so requests, the Tribunal may render a consent award recording the settlement. If the parties do not require a consent award, the parties shall confirm to the Registrar that a settlement has been reached. The Tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of arbitration.

28.9 Subject to Rule 29 and Schedule 1, by agreeing to arbitration under these Rules, the parties undertake to carry out the award immediately and without delay, and they also irrevocably waive their rights to any form of appeal,
review or recourse to any state court or other judicial authority insofar as such waiver may be validly made and the parties further agree that an award shall be final and binding on the parties from the date it is made.

28.10 SIAC may publish any award with the names of the parties and other identifying information redacted.

**Rule 36: Decisions of the President, the Court and the Registrar**

36.1 Subject to Rule 25.1, the decisions of the President, the Court and the Registrar with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal. The President, the Court and the Registrar shall not be required to provide reasons for such decisions.

36.2 Subject to Rule 25.1, the parties shall be taken to have waived any right of appeal or review in respect of any decisions of the President, the Court and the Registrar to any state court or other judicial authority.

### Article 36 – Settlement or Other Grounds for Termination

36.1 If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by both parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

36.2 If, before the award is made, the continuation of the arbitration becomes unnecessary or impossible for any reason not mentioned in Article 36.1, the arbitral tribunal shall issue an order for the termination of the arbitration. The arbitral tribunal shall issue such an order unless a party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.

36.3 Copies of the order for termination of the arbitration or of the arbitral award on agreed terms, signed by the arbitral tribunal, shall be communicated by the arbitral tribunal to the parties and HKIAC. Where an arbitral award on agreed terms is made, the provisions of Articles 34.2, 34.3, 34.5 and 34.6 shall apply.
Article 34 – Form and Effect of the Award

34.1 The arbitral tribunal may make a single award or separate awards regarding different issues at different times and in respect of all parties involved in the arbitration in the form of interim, interlocutory, partial or final awards. If appropriate, the arbitral tribunal may also issue interim awards on costs.

34.2 Awards shall be made in writing and shall be final and binding on the parties and any person claiming through or under any of the parties. The parties and any such person shall be deemed to have waived their rights to any form of recourse or defence in respect of enforcement and execution of any award, in so far as such waiver can validly be made.

34.3 The parties undertake to comply without delay with any award or order made by the arbitral tribunal, including any award or order made in any consolidated proceedings under Article 28 or any arbitration under Article 29.

34.4 An award shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.

34.5 An award shall be signed by the arbitral tribunal. It shall state the date on which it was made and the seat of arbitration as determined under Article 14 and shall be deemed to have been made at the seat of the arbitration. Where there are three arbitrators and any of them fails to sign, the award shall state the reason for the absence of the signature(s).

34.6 Subject to any lien, originals of the award signed by the arbitrators and affixed with the seal of HKIAC shall be communicated to the parties and HKIAC by the arbitral tribunal. HKIAC shall be supplied with an original copy of the award.

Article 39 – Additional Award

39.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as
to claims presented in the arbitration but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for the other party to comment on such request.

39.2 If the arbitral tribunal considers the request for an additional award to be justified, it shall make the additional award within 60 days after receipt of the request but may extend such period of time if necessary.

39.3 The arbitral tribunal has the power to make an additional award which is necessitated by or consequential on (a) the correction of any error in the award under Article 37; or (b) the interpretation of any point or part of the award under Article 38.

39.4 When an additional award is made, the provisions of Articles 34.2 to 34.6 shall apply.

<table>
<thead>
<tr>
<th>Article 37 – Correction of the Award</th>
<th>Rule 29: Correction of Awards and Additional Awards</th>
</tr>
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<tbody>
<tr>
<td>37.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for the other party to comment on such request.</td>
<td>29.1 Within 30 days of receipt of an award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to correct in the award any error in computation, any clerical or typographical error or any error of a similar nature. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original award or in a separate memorandum, shall constitute part of the award.</td>
</tr>
<tr>
<td>37.2 The arbitral tribunal shall make any corrections it considers appropriate within 30 days after receipt of the request but may extend such period of time if necessary.</td>
<td>29.2 The Tribunal may correct any error of the type referred to in Rule 29.1 on its own initiative within 30 days of the date of the award.</td>
</tr>
<tr>
<td>37.3 The arbitral tribunal may within 30 days after the date of the award make such corrections on its own initiative.</td>
<td>29.3 Within 30 days of receipt of an award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the additional award within 45 days of receipt of the request.</td>
</tr>
<tr>
<td>37.4 The arbitral tribunal has the power to make any further correction to the award which is necessitated by or consequential on (a) the interpretation of any point or part of the award under Article 38; or (b) the issue of any additional award under Article 39.</td>
<td></td>
</tr>
<tr>
<td>37.5 Such corrections shall be in writing, and the provisions of Articles 34.2 to 34.6 shall apply.</td>
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</table>
### Article 38 – Interpretation of the Award

38.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for the other party to comment on such request.

38.2 Any interpretation considered appropriate by the arbitral tribunal shall be given in writing within 30 days after receipt of the request but the tribunal may extend such period of time if necessary.

38.3 The arbitral tribunal has the power to give any further interpretation of the award which is necessitated by or consequential on (a) the correction of any error in the award under Article 37; or (b) the issue of any additional award under Article 39.

38.4 Any interpretation given under Article 38 shall form part of the award and the provisions of Articles 34.2 to 34.6 shall apply.

### Rule 32: Tribunal’s Fees and Expenses

32.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the Schedule of Fees and the stage of the proceedings at which the arbitration ended. In exceptional circumstances, the Registrar may allow an additional fee over that prescribed in the Schedule of Fees to be paid.

32.2 The Tribunal’s reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.

<table>
<thead>
<tr>
<th>Article 10 – Fees and Expenses of the Arbitral Tribunal</th>
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<tbody>
<tr>
<td>10.1 The fees and expenses of the arbitral tribunal shall be determined according to either:</td>
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<tr>
<td>(a) an hourly rate in accordance with Schedule 2, including the terms and conditions contained therein; or</td>
<td></td>
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<tr>
<td>(b) the schedule of fees based on the sum in dispute referred to in Schedule 3, including the terms and conditions contained therein.</td>
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<tr>
<td>The parties shall agree the method for determining the fees and expenses of the arbitral tribunal, and shall inform HKIAC of the applicable method within 30 days of the date on which the Respondent receives the Notice of Arbitration. If the parties fail to agree on the applicable method, the arbitral tribunal’s fees and expenses shall be determined in accordance with the terms of Schedule 2.</td>
<td></td>
</tr>
<tr>
<td>10.2 Where the fees of the arbitral tribunal are to be determined in accordance with Schedule 2,</td>
<td></td>
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<tr>
<td>(a) the applicable rate for each co-arbitrator shall be the rate agreed between that co-arbitrator and the designating party;</td>
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</table>
(b) the applicable rate for a sole or presiding arbitrator shall be the rate agreed between that arbitrator and the parties, subject to paragraphs 9.3 and 9.5 of Schedule 2. Where the parties fail to agree the rate of an arbitrator, HKIAC may determine the rate.

10.3 Where the fees of the arbitral tribunal are determined in conformity with Schedule 3, such fees shall be fixed by HKIAC in accordance with that Schedule and the following rules:

(a) the fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitral tribunal and any secretary appointed under Article 13.4, and any other circumstances of the case, including, but not limited to, the discontinuation of the arbitration in case of settlement or for any other reason;

(b) where a case is referred to three arbitrators, HKIAC, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a sole arbitrator;

(c) the arbitral tribunal's fees may exceed the amounts calculated in accordance with Schedule 3 where in the opinion of HKIAC there are exceptional circumstances, which shall include but shall not be limited to the parties conducting the arbitration in a manner not reasonably contemplated by the arbitral tribunal at the time of appointment.

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**Article 40 – Deposits for Costs**

40.1 As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall, in principle, request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs referred to in Article 33.1, paragraphs (a), (b), (c) and (f). HKIAC shall provide a copy of such request to the arbitral tribunal.

40.2 Where a Respondent submits a counterclaim, or it otherwise appears appropriate in the circumstances, HKIAC may request separate deposits.

40.3 During the course of the arbitration HKIAC may request the parties to make supplementary deposits with HKIAC. HKIAC shall provide a copy of such request(s) to the arbitral tribunal.

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**Rule 30: Fees and Deposits**

30.1 The Tribunal’s fees and SIAC’s fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. Alternative methods of determining the Tribunal’s fees may be agreed by the parties prior to the constitution of the Tribunal.

30.2 The Registrar shall fix the advances on costs of the arbitration. Unless the Registrar directs otherwise, 50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent. The Registrar may fix separate advances on costs for claims and counterclaims, respectively.

30.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of
40.4 If the required deposits are not paid in full to HKIAC within 30 days after receipt of the request, HKIAC shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the tribunal considers fit.

40.5 In its final award, the arbitral tribunal shall render an account to the parties of the deposits received by HKIAC. Any unexpended balance shall be returned to the parties by HKIAC.

40.6 HKIAC shall place the deposit(s) made by the parties in interest bearing deposit account(s) at a reputable licensed Hong Kong deposit-taking institution. In selecting the account(s), HKIAC shall have due regard to the possible need to make the deposited funds available immediately.

30.4 The Registrar may from time to time direct parties to make further advances towards costs of the arbitration incurred or to be incurred on behalf of or for the benefit of the parties.

30.5 If a party fails to make the advances or deposits directed, the Registrar may, after consultation with the Tribunal and the parties, direct the Tribunal to suspend work and set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

30.6 Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the advances or deposits on costs of the arbitration in respect of the claim or the counterclaim should the other party fail to pay its share. The Tribunal or the Registrar may suspend its work, in whole or in part, should the advances or deposits directed under this Rule remain either wholly or in part unpaid. On the application of a party, the Tribunal may issue an award for unpaid costs pursuant to Rule 24(h).

30.7 If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Registrar. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed of. In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.

30.8 All advances shall be made to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.

### Article 33 – Costs of the Arbitration

<table>
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<tr>
<th>Rule 31: Costs of the Arbitration</th>
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<tr>
<td>33.1 The arbitral tribunal shall determine the costs of the arbitration in its award. The term “costs of the arbitration” includes only:</td>
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</table>
(a) the fees of the arbitral tribunal, as determined in accordance with Article 10;
(b) the reasonable travel and other expenses incurred by the arbitral tribunal;
(c) the reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
(d) the reasonable travel and other expenses of witnesses and experts;
(e) the reasonable costs for legal representation and assistance if such costs were claimed during the arbitration;
(f) the Registration Fee and Administrative Fees payable to HKIAC in accordance with Schedule 1.

33.2 The arbitral tribunal may apportion all or part of the costs of the arbitration referred to in Article 33.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

33.3 With respect to the costs of legal representation and assistance referred to in Article 33.1(e), the arbitral tribunal, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.

33.4 Where arbitrations are consolidated pursuant to Article 28, the arbitral tribunal in the consolidated arbitration shall allocate the costs of the arbitration in accordance with Article 33.2 and 33.3. Such costs shall include, but shall not be limited to, the fees of any arbitral tribunal designated or confirmed and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.

33.5 When the arbitral tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it or HKIAC shall determine the costs of the arbitration referred to in Article 33.1, in the text of that order or award.

determine in the award the apportionment of the costs of the arbitration among the parties.

31.2 The term “costs of the arbitration” includes:
   a. the Tribunal’s fees and expenses;
   b. SIAC’s administrative fees and expenses; and
   c. the costs of expert advice and of other assistance required by the Tribunal.

Rule 33: Party’s Legal and Other Costs

The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party be paid by another party.
### Article 41 – Expedited Procedure

41.1 Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC in writing for the arbitration to be conducted in accordance with Article 41.2 where:

(a) the amount in dispute representing the aggregate of any claim and counterclaim (or any set-off defence) does not exceed HKD 25,000,000 (twentyfive million Hong Kong Dollars); or

(b) the parties so agree; or

(c) in cases of exceptional urgency.

41.2 When HKIAC, after considering the views of the parties, grants an application made pursuant to Article 41.1, the arbitral proceedings shall be conducted in accordance with an Expedited Procedure based upon the foregoing provisions of these Rules, subject to the following changes:

(a) the case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;

(b) if the arbitration agreement provides for three arbitrators, HKIAC shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree, the case shall be referred to three arbitrators;

(c) HKIAC may shorten the time limits provided for in the Rules, as well as any time limits that it has set;

(d) after the submission of the Answer to the Notice of Arbitration, the parties shall in principle be entitled to submit one Statement of Claim and one Statement of Defence (and Counterclaim) and, where applicable, one Statement of Defence in reply to the Counterclaim;

(e) the arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is appropriate to hold one or more hearings;

(f) the award shall be made within six months from the date when HKIAC transmitted the file to the arbitral tribunal. In exceptional circumstances, HKIAC may extend this time limit;

(g) the arbitral tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

### Rule 5: Expedited Procedure

5.1 Prior to the full constitution of the Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule where any of the following criteria is satisfied:

a. the amount in dispute does not exceed the equivalent amount of S$5,000,000, representing the aggregate of the claim, counterclaim and any set-off defence;

b. the parties so agree; or

c. in cases of exceptional urgency.

5.2 When a party has applied to the Registrar under Rule 5.1, and when the President determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

a. The Registrar may shorten any time limits under these Rules;

b. The case shall be referred to a sole arbitrator, unless the President determines otherwise;

c. Unless the parties agree that the dispute shall be decided on the basis of documentary evidence only, the Tribunal shall hold a hearing for the examination of all witnesses and expert witnesses as well as for any argument;

d. The award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time; and

e. The Tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.
41.3 Unless the parties agree otherwise, the Expedited Procedure contained in Article 41 shall not apply to any consolidated proceedings under Article 28 or to any arbitration commenced under Article 29.

**Article 31 – Waiver**

A party who knows or ought reasonably to know that any provision of, or requirement arising under, these Rules (including the arbitration agreement(s)) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

**Article 43 – Exclusion of Liability**

| 43.1 None of the Council of HKIAC nor any committee, sub-committee or other body or person specifically designated by it to perform the functions referred to in these Rules, nor the Secretary General of HKIAC or other staff members of the Secretariat of HKIAC, the arbitral tribunal, any Emergency Arbitrator, tribunal-appointed expert or secretary of the arbitral tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted to be done dishonestly. |
| 34.1 SIAC, including the President, members of its Court, directors, officers, employees or any arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Rules. |
| 43.2 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 37 to 39 have lapsed or been exhausted, neither HKIAC nor the arbitral tribunal, any Emergency Arbitrator, tribunal-appointed expert or secretary of the arbitral tribunal shall be under an obligation to make statements to any person about any matter concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration. |
| 34.2 SIAC, including the President, members of its Court, directors, officers, employees or any arbitrator, shall not be under any obligation to make any statement in connection with any arbitration governed by these Rules. No party shall seek to make the President, any member of the Court, director, officer, employee or arbitrator act as a witness in any legal proceedings in connection with any arbitration governed by these Rules. |

**Article 26 – Default**

| 26.1 If, within the period of time set by the arbitral tribunal, the Claimant has failed to communicate its Statement of Claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitration unless the Respondent has brought a |
|  |  |
counterclaim and wishes the arbitration to continue, in which case the tribunal may proceed with the arbitration in respect of the counterclaim.

26.2 If, within the period of time set by the arbitral tribunal, the Respondent has failed to communicate its Statement of Defence without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

26.3 If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and make an award on the basis of the evidence before it.

<table>
<thead>
<tr>
<th>24. Additional Powers of the Tribunal</th>
</tr>
</thead>
<tbody>
<tr>
<td>In addition to the powers specified in these Rules and not in derogation of the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:</td>
</tr>
<tr>
<td>(a). order the correction of any contract, but only to the extent required to rectify any mistake which it determines to have been made by all the parties to that contract. This is subject to the condition that the proper law of the contract allows rectification of such contract;</td>
</tr>
<tr>
<td>(b). upon the application of a party, allow one or more third parties to be joined in the arbitration, provided that such person is a party to the arbitration agreement, with the written consent of such third party, and thereafter make a single final award or separate awards in respect of all parties;</td>
</tr>
<tr>
<td>(c). except as provided in Rules 28.2 and 29.5, extend or abbreviate any time limits provided by these Rules or by its directions;</td>
</tr>
<tr>
<td>(d). conduct such enquiries as may appear to the Tribunal to be necessary or expedient;</td>
</tr>
<tr>
<td>(e). order the parties to make any property or item available for inspection;</td>
</tr>
<tr>
<td>(f). order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject-matter of the dispute;</td>
</tr>
<tr>
<td>(g). order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or</td>
</tr>
</tbody>
</table>
control which the Tribunal considers relevant to the case and material to its outcome;
(h). issue an award for unpaid costs of the arbitration;
(i). direct any party to give evidence by affidavit or in any other form;
(j). direct any party to ensure that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;
(k). order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
(l). order any party to provide security for all or part of any amount in dispute in the arbitration;
(m). proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal’s orders or directions or any partial award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate;
(n). decide, where appropriate, any issue not expressly or impliedly raised in the submissions filed under Rule 17 provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;
(o). determine the law applicable to the arbitral proceedings; and
(p). determine any claim of legal or other privilege.
APPENDIX 13


<table>
<thead>
<tr>
<th>1. When are arbitrations deemed to commence?</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong> Article 4(2)</td>
<td>The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.</td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 4.2</td>
<td>An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC.</td>
</tr>
<tr>
<td><strong>SIAC</strong> Rule 3.3</td>
<td>The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed the date of commencement of the arbitration.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. What is included in the arbitration notice?</th>
<th>Comparison</th>
</tr>
</thead>
</table>
| **ICC** Article 4(3) | (c). a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made; 
(d). a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; 
(e). any relevant agreements and, in particular, the arbitration agreement(s); 
(g). all relevant particulars and any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; |
| **HKIAC** Article 4.3 | (a) a demand that the dispute be referred to arbitration; 
(c) a copy of the arbitration agreement(s) invoked; 
(d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises; 
(e) a description of the general nature of the claim and an indication of the amount involved, if any; |

Similarity among all three: 
(1). Arbitration commences on date that notice is received

Similarity only between HKIAC & SIAC: 
(1). a demand that the dispute be referred to arbitration
(2). Reference to the contract
| SIAC Rule 3.1 | (a). a demand that the dispute be referred to arbitration;  
(c). a reference to the arbitration clause or the separate arbitration agreement that is invoked and a copy of it;  
(d). a reference to the contract (or other instrument [e.g., investment treaty]) out of or in relation to which the dispute arises and where possible, a copy of it;  
(e). a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;  
(g). a proposal for the number of arbitrator(s) if this is not specified in the arbitration agreement;  
(f) the relief or remedy sought;  
(g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;  
3. How is the location of the arbitration determined?  

| Comparison | Similarity among all three:  
(1). The parties agree on the seat (place) of arbitration.  
(2). Where the parties have not agreed on the seat of arbitration, the institution gets to decide.  
Similarity between ICC & HKIAC:  
(1). Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall  

| ICC Article 18 | (1). The place of the arbitration shall be fixed by the Court, unless agreed upon by the parties.  
(2). The arbitral tribunal may, after consultation with the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.  
(3). The arbitral tribunal may deliberate at any location it considers appropriate.  

| HKIAC Article 14 | 14.1 The parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.  
14.2 Unless the parties have agreed otherwise, the arbitral tribunal may meet at any location outside of the seat of arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The arbitration shall |
<table>
<thead>
<tr>
<th><strong>SIAC</strong></th>
<th><strong>Rule 18</strong></th>
<th><strong>Comparison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>18.1 The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be Singapore, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate. 18.2 The Tribunal may hold hearings and meetings by any means it considers expedient or appropriate and at any location it considers convenient or appropriate.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>4. How long does a respondent have to answer the request?</strong></th>
<th><strong>Comparison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong> Article 5(1)</td>
<td><strong>Within 30 days from the receipt of the Request from the Secretariat, the respondent shall submit an Answer</strong></td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 5.1</td>
<td><strong>Within 30 days from receipt of the Notice of Arbitration, the Respondent shall submit to HKIAC an Answer</strong></td>
</tr>
<tr>
<td><strong>SIAC</strong> Rule 4.1</td>
<td><strong>The Respondent shall send to the Claimant a Response within 14 days of receipt of the Notice of Arbitration</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>5. What must be included in the response?</strong></th>
<th><strong>Comparison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong> Article 5(1)</td>
<td>(c). its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made; (d). its response to the relief sought; (e). any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby;</td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 5.1</td>
<td>(c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e) [i.e., a description of the general nature of the claim and an indication of the amount involved, if any]; (d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);</td>
</tr>
</tbody>
</table>
(e) the Respondent's proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon;

| SIAC | Rule 4.1 | (a). a confirmation or denial of all or part of the claims;  
|      |          | (c). any comment in response to any statements contained in the Notice of Arbitration under Rules 3.1(f), (g), (h), (i) and (j) or any comment with respect to the matters covered in such rules; and  
|      |          | (d). unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, agreement with Claimant’s proposal for a sole arbitrator or a counter-proposal |

### 6. Is a counterclaim allowed?

| ICC  | Article 5(5) | Any counterclaims made by the respondent shall be submitted with the Answer |
| HKIAC | Article 5.4 | Any counterclaim or set-off defence shall to the extent possible be raised with the Respondent’s Answer to the Notice of Arbitration |
| SIAC  | Rule 4.2 | The **Response** may also include the **Statement of Defence** and a **Statement of Counterclaim** |

### 7. Are amendments to the original claim allowed?

| ICC  | Article - - | - |
| HKIAC | Article 18.1 | During the course of the arbitration a party **may amend** or supplement its claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case. |
| SIAC  | Rule 17.5 | A party **may amend** its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. |
### 8. May additional parties be joined to the arbitration?

<table>
<thead>
<tr>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similarity among all three:</td>
</tr>
<tr>
<td>(1). Additional parties may be joined to the arbitration</td>
</tr>
<tr>
<td>Similarity between HKIAC &amp; SIAC:</td>
</tr>
<tr>
<td>(1). Additional parties may be joined to the arbitration provided that such additional party is bound by an arbitration agreement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 7(1)</th>
<th>A party wishing to join an additional party to the arbitration shall <strong>submit its request</strong> for arbitration against the additional party … to the Secretariat.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>Article 27.1</td>
<td>The arbitral tribunal shall have the power to <strong>allow an additional party to be joined</strong> to the arbitration provided that, prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration…</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 24</td>
<td>the <strong>Tribunal shall have the power</strong> to: (b). upon the application of a party, <strong>allow one or more third parties to be joined</strong> in the arbitration, provided that such person is a party to the arbitration agreement, with the written consent of such third party, and thereafter make a single final award or separate awards in respect of all parties;</td>
</tr>
</tbody>
</table>

### 9. Can arbitrations be consolidated?

<table>
<thead>
<tr>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similarity among all three:</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>Similarity between ICC &amp; HKIAC:</td>
</tr>
<tr>
<td>(1). Arbitrations can be consolidated</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 10</th>
<th>The <strong>Court may, at the request of a party, consolidate</strong> two or more arbitrations pending under the Rules into a single arbitration</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>Article 28.1</td>
<td>HKIAC <strong>shall have the power, at the request of a party and after consulting with the parties and any confirmed arbitrators, to consolidate</strong> two or more arbitrations</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule - -</td>
<td>- -</td>
</tr>
</tbody>
</table>

### 10. Are arbitrators specifically required to be impartial during the arbitration?

<table>
<thead>
<tr>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similarity among all three:</td>
</tr>
<tr>
<td>(1). Arbitrators must be impartial</td>
</tr>
</tbody>
</table>

| ICC | Article 11 | (1). Every arbitrator **must be and remain impartial and independent of the parties involved in the arbitration**.  
(2). Before appointment or confirmation, a prospective arbitrator shall **sign a statement** of acceptance, availability, impartiality and independence. The prospective arbitrator shall **disclose in writing** to the Secretariat any facts or circumstances which might be of |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HKIAC</strong></td>
<td><strong>Article 11.1</strong></td>
<td>An arbitral tribunal … shall be and remain at all times impartial and independent of the parties.</td>
</tr>
<tr>
<td><strong>SIAC</strong></td>
<td><strong>Rule 10.1</strong></td>
<td>Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.</td>
</tr>
</tbody>
</table>

### 11. How many arbitrators can preside over an arbitration?

<table>
<thead>
<tr>
<th><strong>Comparison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong> Article 12</td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 4.3</td>
</tr>
<tr>
<td><strong>SIAC</strong> Rule 3.1</td>
</tr>
</tbody>
</table>

### 12. What happens if the parties have not agreed on the number of arbitrators?

<table>
<thead>
<tr>
<th><strong>Comparison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong> Article 12</td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 6.1</td>
</tr>
<tr>
<td><strong>SIAC</strong> Rule 6.1</td>
</tr>
</tbody>
</table>
### 13. How are sole arbitrators appointed?

<table>
<thead>
<tr>
<th><strong>Comparison</strong></th>
<th><strong>ICC</strong> Article 12 (3). Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, <strong>nominate the sole arbitrator for confirmation ...</strong> within 30 days from the date when the claimant's Request for Arbitration has been received by the other party.</th>
<th><strong>HKIAC</strong> Article 7.1 (a) where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall <strong>jointly designate the sole arbitrator within 30 days from the date when the Notice of Arbitration was received by the Respondent</strong>.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Similarity among all three:</strong></td>
<td>0</td>
<td>---</td>
</tr>
<tr>
<td><strong>Similarity between ICC &amp; HKIAC:</strong></td>
<td>(1). <strong>Sole arbitrator must be identified within 30 days of arbitration notice.</strong> (It is 21 days for SIAC.)</td>
<td>---</td>
</tr>
<tr>
<td><strong>Similarity between ICC &amp; SIAC:</strong></td>
<td>(1). <strong>Parties may nominate/proposal one arbitrator</strong></td>
<td>---</td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 7.1</td>
<td>(a) where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall <strong>jointly designate the sole arbitrator within 30 days from the date when the Notice of Arbitration was received by the Respondent</strong>.</td>
<td>---</td>
</tr>
<tr>
<td><strong>SIAC</strong> Rule 7.1</td>
<td>7.1 If a sole arbitrator is to be appointed, either party may <strong>propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator</strong>.</td>
<td>---</td>
</tr>
<tr>
<td><strong>Rule 7.2</strong></td>
<td>If <strong>within 21 days after receipt by the Registrar of the Notice of Arbitration</strong>, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall make the appointment as soon as practicable.</td>
<td>---</td>
</tr>
</tbody>
</table>

### 14. How are the three arbitrators appointed?

<table>
<thead>
<tr>
<th><strong>Comparison</strong></th>
<th><strong>ICC</strong> Article 12 (4). Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. (5). Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as president of the arbitral tribunal, shall be appointed by the Court.</th>
<th><strong>HKIAC</strong> Article 8.1 (a) where the parties have agreed that the dispute shall be referred to three arbitrators, <strong>each party shall designate</strong>, in the Notice of Arbitration and the Answer to the Notice of Arbitration, respectively, one arbitrator. If either party fails to designate an arbitrator, HKIAC shall appoint the arbitrator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Similarity among all three:</strong></td>
<td>0</td>
<td>---</td>
</tr>
<tr>
<td><strong>Similarity between ICC &amp; SIAC:</strong></td>
<td>(1). <strong>Each party shall nominate one arbitrator</strong> (2). The third arbitrator shall be appointed</td>
<td>---</td>
</tr>
</tbody>
</table>
(c) the two arbitrators so appointed shall designate a third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal.

| SIAC | Rule 8 | 8.1 If three arbitrators are to be appointed, each party shall nominate one arbitrator.
|      |       | 8.2 If a party fails to make a nomination within 14 days after receipt of a party’s nomination of an arbitrator, or in the manner otherwise agreed by the parties, the President shall proceed to appoint the arbitrator on its behalf.
|      |       | 8.3 the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the President.

## 15. On what grounds may arbitrators be challenged?

| ICC  | Article 14 | (1). A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based. | Comparison |
|      |            | Similarity among all three: (1). Arbitrators may be challenged on grounds of impartiality or lack of independence |

| HKIAC | Article 11.6 | Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay. | Similarity between HKIAC & SIAC: (1). Arbitrators may be challenged on grounds of lacking qualifications |

| SIAC  | Rule 11.1 | Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence, or if the arbitrator does not possess any requisite qualification on which the parties have agreed. |            |
### 16. What is the process for challenging arbitrators?

<table>
<thead>
<tr>
<th>Country</th>
<th>Article</th>
<th>Process Description</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICC</td>
<td>Article 14</td>
<td>(2). For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.</td>
<td>Similarity among all three: 0</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Article 11.7</td>
<td>A party who intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation of that arbitrator has been notified to the challenging party or within 15 days after that party became aware or ought reasonably to have become aware of the circumstances.</td>
<td></td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 12.1</td>
<td>Subject to Rule 10.6, a party who intends to challenge an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances mentioned in Rule 11.1 or 11.2 became known to that party.</td>
<td></td>
</tr>
</tbody>
</table>

### 17. What are the circumstances that would allow arbitrators to be replaced?

<table>
<thead>
<tr>
<th>Country</th>
<th>Article</th>
<th>Circumstances</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICC</td>
<td>Article 15</td>
<td>(1). An arbitrator shall be replaced upon death, upon acceptance by the Court of the arbitrator's resignation, upon acceptance by the Court of a challenge, or upon acceptance by the Court of a request of all the parties. (2). An arbitrator shall also be replaced on the Court's own initiative when it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.</td>
<td>Similarity among all three: (1). An arbitrator shall be replaced upon death (2). An arbitrator shall be replaced upon resignation (3). Arbitrators shall be replaced upon removal</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Article 12.1</td>
<td>… where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed</td>
<td>Similarity between ICC &amp; HKIAC: (1). An arbitrator shall be replaced upon successful challenge</td>
</tr>
</tbody>
</table>
### 14. Arbitrator Appointment

| SIAC   | Rule 14 | 14.1 In the event of the **death, resignation or removal** of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed.
|        |        | 14.3 After consulting with the parties, the President may in his discretion remove an arbitrator who refuses or fails to act, or in the event of a de jure or de facto impossibility of him performing his functions, or if he is not fulfilling his functions in accordance with the Rules or within the prescribed time limits. |

### 18. What language will the arbitration be conducted in?

| **Comparison** | **Similarity among all three:**
|----------------|---------------------------------------------|
| **ICC** Article 20 | In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract. | (1). The arbitration will be conducted in a language specified in the agreement.

| **HKIAC** Article 15.1 | Subject to agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages of the arbitration. | (2). In the absence of the agreement, the tribunal shall decide the language of the arbitration. |

| **SIAC** Rule 19.1 | Unless the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings. | |

### 19. What will be the applicable rule of law during the arbitration?

| **Comparison** | **Similarity among all three:**
|----------------|---------------------------------------------|
| **ICC** Article 21 | (1). The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.
(2). The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages. | (1). The parties decide which rules of law for the tribunal to use. (2). If the parties do not decide which law to use, the tribunal shall apply the law which it determines to be most appropriate. |

| **HKIAC** Article 35.1 | The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties… | |
Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.

| SIAC | Rule 27.1 | The Tribunal shall apply the 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 which it determines to be appropriate. |

### 20. Will the tribunal ever decide as amiable compositeur at its own discretion? Comparison

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 21</th>
<th>(3). The arbitral tribunal shall assume the powers of an amiable compositeur or decide ex aequo et bono only if the parties have agreed to give it such powers.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>Article 35.2</td>
<td>The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly agreed that the arbitral tribunal should do so.</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 27.2</td>
<td>The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised the Tribunal to do so.</td>
</tr>
</tbody>
</table>

(Latin for "according to the right and good," the term “amiable compositeur” refers to a tribunal's consideration of a dispute according to what is fair and just given the particular circumstances, rather than strictly according to the rule of law.)

### 21. Is cost-effectiveness a consideration in the administration of the arbitration? Comparison

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 22</th>
<th>(1). The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute. (2). In order to ensure effective case management, the arbitral tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties.</th>
</tr>
</thead>
</table>

Similarity among all three:

1. The tribunal will be able to decide as amiable compositeur if the parties have so authorized.

Similarity between ICC & HKIAC:

1. The parties shall conduct the arbitration cost efficiently.
<table>
<thead>
<tr>
<th>HKIAC</th>
<th>Article 13.5</th>
<th>The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.</th>
<th>Similarity between ICC &amp; SIAC: (1). The tribunal shall first consult with the parties to ensure cost efficiency in conducting the arbitration.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIAC</td>
<td>Rule 16.1</td>
<td>The Tribunal shall conduct the arbitration in such manner as it considers appropriate, after consulting with the parties, to ensure the fair, expeditious, economical and final determination of the dispute.</td>
<td></td>
</tr>
</tbody>
</table>

### 22. How relevant is confidentiality in the administration of the arbitration?

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 22</th>
<th>(3). Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.</th>
<th>Similarity among all three: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>Article 42.1</td>
<td>Unless otherwise agreed by the parties, no party may publish, disclose or communicate any information relating to: (a) the arbitration under the arbitration agreement(s); or (b) an award made in the arbitration.</td>
<td>Similarity between HKIAC &amp; SIAC: (1). The parties must treat matters pertaining to the arbitration confidentially.</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 35.1</td>
<td>The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rule 35.2</td>
<td>A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter.</td>
<td></td>
</tr>
</tbody>
</table>

### 23. How relevant is fairness in the administration of the arbitration?

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 22</th>
<th>(4). In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.</th>
<th>Similarity among all three: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>Article 13.5</td>
<td>The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.</td>
<td>Similarity between HKIAC &amp; SIAC:</td>
</tr>
</tbody>
</table>
### SIAC Rule 16.1
The Tribunal shall conduct the arbitration in such manner as it considers appropriate, after consulting with the parties, to ensure the fair, expeditious, economical and final determination of the dispute.

(1) The tribunal shall conduct the arbitration fairly.

<table>
<thead>
<tr>
<th>24. How are facts presented during the arbitration?</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong> Article 25</td>
<td>Similarity among all three: 0</td>
</tr>
<tr>
<td>(2). After studying the written submissions of the parties and all documents relied upon, the arbitral tribunal shall hear the parties together in person if any of them so requests or, failing such a request, it may of its own motion decide to hear them. (3). The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned. (4). The arbitral tribunal, after having consulted the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.</td>
<td>Similarity between ICC &amp; HKIAC: (1). Parties can submit documents</td>
</tr>
<tr>
<td><strong>HKIAC</strong> Article 22</td>
<td></td>
</tr>
<tr>
<td>22.3 At any time during the arbitration the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.</td>
<td></td>
</tr>
<tr>
<td><strong>SIAC</strong> Rule 17.2</td>
<td></td>
</tr>
<tr>
<td>the Claimant shall … send to the Respondent and the Tribunal a Statement of Claim setting out in full detail: a. a statement of facts supporting the claim; the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute,</td>
<td></td>
</tr>
<tr>
<td>Rule 21.1</td>
<td></td>
</tr>
<tr>
<td>the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including without limitation any issue as to jurisdiction.</td>
<td></td>
</tr>
</tbody>
</table>
### 25. How may witnesses be examined?

<table>
<thead>
<tr>
<th></th>
<th>Article</th>
<th>Description</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HKIAC</td>
<td>Article 22.7</td>
<td>The arbitral tribunal is free to determine the manner in which a witness or expert is examined.</td>
<td></td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 22.2</td>
<td>The Tribunal has discretion to allow, refuse or limit the appearance of witnesses.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rule 22.3</td>
<td>Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal shall determine.</td>
<td></td>
</tr>
</tbody>
</table>

### 26. How are experts relevant to the arbitration process?

<table>
<thead>
<tr>
<th></th>
<th>Article</th>
<th>Description</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICC</strong></td>
<td>Article 25</td>
<td>(4). The arbitral tribunal, after having consulted the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.</td>
<td></td>
</tr>
</tbody>
</table>
| HKIAC      | Article 25 | 25.1 To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. The arbitral tribunal may meet privately with any tribunal-appointed expert. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the arbitral tribunal. The arbitral tribunal shall establish terms of reference for the expert, and shall communicate a copy of the expert’s terms of reference to the parties and HKIAC.  
25.2 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.  
25.3 Upon receipt of the expert’s report, the arbitral tribunal shall send a copy of the |            |
|            |         |                                                                             |            |
report to the parties who shall be given the opportunity to express, in writing, their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.

25.4 At the request of either party the expert, after delivery of the report, shall attend a hearing at which the parties shall have the opportunity to be present and to examine the expert. At this hearing either party may present experts in order to testify on the points at issue.

<table>
<thead>
<tr>
<th>SIAC</th>
<th>Rule 23</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.1 Unless the parties have agreed otherwise, the Tribunal:</td>
<td></td>
</tr>
<tr>
<td>a. may following consultation with the parties, appoint an expert to report on specific issues; and</td>
<td></td>
</tr>
<tr>
<td>b. may require a party to give such expert any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.</td>
<td></td>
</tr>
<tr>
<td>23.2 Any expert so appointed shall submit a report in writing to the Tribunal. Upon receipt of such a written report, the Tribunal shall deliver a copy of the report to the parties and invite the parties to submit written comments on the report.</td>
<td></td>
</tr>
<tr>
<td>23.3 Unless the parties have agreed otherwise, if the Tribunal considers it necessary, any such expert shall, after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to question him.</td>
<td></td>
</tr>
</tbody>
</table>

### 27. Are interim measures available during emergency situations?

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 28 (1). Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comparison</td>
<td>Similarity among all three: (1). At the request of either party, the tribunal may order any</td>
</tr>
</tbody>
</table>
measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.

(2). Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.

| HKIAC  | Article 23 | 23.1 A party may apply for urgent interim or conservatory relief (the "Emergency Relief") prior to the constitution of the arbitral tribunal  
 23.2 At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.  
 23.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.  
 23.9 A request for interim measures addressed by any party to a competent judicial authority shall not be deemed incompatible with the arbitration agreement(s), or as a waiver thereof. |
| SIAC   | Rule 26   | 26.1 The Tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought. |
26.2 A party in need of emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.

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

### 28. Are expedited procedures available?

<table>
<thead>
<tr>
<th>ICC</th>
<th>Article 38</th>
<th>(1). The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC</td>
<td>Article 41</td>
<td>41.1 Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC in writing for the arbitration to be conducted in accordance with Article 41.2 where: (a) the amount in dispute representing the aggregate of any claim and counterclaim (or any set-off defence) does not exceed HKD 25,000,000 (twentyfive million Hong Kong Dollars); or (b) the parties so agree; or (c) in cases of exceptional urgency.</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 5</td>
<td>5.1 Prior to the full constitution of the Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule where any of the following criteria is satisfied: a. the amount in dispute does not exceed the equivalent amount of S$5,000,000, representing the aggregate of the claim, counterclaim and any set-off defence; b. the parties so agree; or c. in cases of exceptional urgency.</td>
</tr>
</tbody>
</table>

**Comparison**

- **Similarity among all three:** 0
- **Similarity between HKIAC & SIAC:**
  1. Prior to constitution of the tribunal, a party may apply in writing.
  2. The amount in dispute.
  3. The parties so agree.
  4. In cases of exceptional urgency.
### 29. How are arbitration decisions made?

| **ICC** | Article 31 | (1) When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority, the award shall be made by the president of the arbitral tribunal alone. (2) The award shall state the reasons upon which it is based. |
| **HKIAC** | Article 32 | 32.1 When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone. |
| **SIAC** | Rule 28 | 28.5 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. |

### 30. Are corrections allowed after awards have been made?

| **ICC** | Article 35 | (1). On its own initiative, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the Court within 30 days of the date of such award. (2). Any application of a party for the correction of an error of the kind referred to in Article 35(1), or for the interpretation of an award, must be made to the Secretariat within 30 days of the receipt of the award by such party. |
| **HKIAC** | Article 37 | 37.1 Within 30 days after receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 15 days, for the other party to comment on such request. 37.2 The arbitral tribunal shall make any corrections it considers appropriate within 30 |

<p>| <strong>Comparison</strong> | Similarity among all three: (1). When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. (2). The award shall state the reasons upon which it is based. |
| <strong>Comparison</strong> | Similarity between HKIAC &amp; SIAC: (1). Upon one party’s request to correct the error, the other party may make a comment within 15 days of notification. (2). The tribunal shall make the needed corrections. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>days after receipt of the request but may extend such period of time if necessary. 37.3 The arbitral tribunal may within 30 days after the date of the award make such corrections on its own initiative. corrections within 30 days of the request.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIAC</td>
<td>Rule 29</td>
<td>29.1 Within 30 days of receipt of an award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to correct in the award any error in computation, any clerical or typographical error or any error of a similar nature. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original award or in a separate memorandum, shall constitute part of the award. 29.2 The Tribunal may correct any error of the type referred to in Rule 29.1 on its own initiative within 30 days of the date of the award.</td>
</tr>
</tbody>
</table>

### 31. How are fees for the arbitral tribunal calculated? Comparison

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ICC</td>
<td>Article 36</td>
<td>(2). As soon as practicable, the Court shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators and the ICC administrative expenses.</td>
<td>Similarity among all three: 0</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Article 10</td>
<td>10.1 The fees and expenses of the arbitral tribunal shall be determined according to either: (a) an hourly rate in accordance with Schedule 2, including the terms and conditions contained therein; or (b) the schedule of fees based on the sum in dispute referred to in Schedule 3, including the terms and conditions contained therein.</td>
<td>Similarity between ICC &amp; SIAC: (1) Fees for the tribunal shall be fixed.</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 32</td>
<td>32.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the Schedule of Fees and the stage of the proceedings at which the arbitration ended.</td>
<td></td>
</tr>
</tbody>
</table>
### 32. Are deposits required before the arbitration begins?

<table>
<thead>
<tr>
<th>Institution</th>
<th>Article/Rule</th>
<th>Text</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICC</td>
<td>Article 36</td>
<td>(1). After receipt of the Request, the Secretary General may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration until the Terms of Reference have been drawn up.</td>
<td>Similarity among all three: 0</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Article 40</td>
<td>40.1 As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall, in principle, request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs. 40.3 During the course of the arbitration HKIAC may request the parties to make supplementary deposits with HKIAC.</td>
<td>Similarity between HKIAC &amp; SIAC: (1). The institution shall ask both parties to equally contribute towards the deposit. (2). The institution may ask both parties to provide supplemental deposits during the course of the arbitration.</td>
</tr>
<tr>
<td>SIAC</td>
<td>Rule 30</td>
<td>30.2 The Registrar shall fix the advances on costs of the arbitration. Unless the Registrar directs otherwise, 50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent. 30.4 The Registrar may from time to time direct parties to make further advances towards costs of the arbitration incurred or to be incurred on behalf of or for the benefit of the parties.</td>
<td></td>
</tr>
</tbody>
</table>

### 33. What is included in the total costs of the arbitration?

<table>
<thead>
<tr>
<th>Institution</th>
<th>Article/Rule</th>
<th>Text</th>
<th>Comparison</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICC</td>
<td>Article 37</td>
<td>(1). The costs of the arbitration shall include the fees and expenses of the arbitrators and the ICC administrative expenses fixed by the Court, in accordance with the scale in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.</td>
<td>Similarity among all three: (1). Arbitrator fees and expenses (2). Institutional fees (3). Expert fees and expenses</td>
</tr>
<tr>
<td>HKIAC</td>
<td>Article 33</td>
<td>33.1 The term “costs of the arbitration” includes only: (a) the fees of the arbitral tribunal, as determined in accordance with Article 10;</td>
<td>Similarity between ICC &amp; HKIAC: (1). Legal costs</td>
</tr>
</tbody>
</table>
(b) the reasonable travel and other expenses incurred by the arbitral tribunal;
(c) the reasonable costs of expert advice and of other assistance required by the arbitral tribunal;
(d) the reasonable travel and other expenses of witnesses and experts;
(e) the reasonable costs for legal representation and assistance if such costs were claimed during the arbitration;
(f) the Registration Fee and Administrative Fees payable to HKIAC in accordance with Schedule 1.

| SIAC       | Rule 31 | 31.2 The term “costs of the arbitration” includes:  
|            |         | a. the Tribunal’s fees and expenses;  
|            |         | b. SIAC’s administrative fees and expenses; and  
|            |         | c. the costs of expert advice and of other assistance required by the Tribunal. |

<table>
<thead>
<tr>
<th>34. Is apportionment of costs calculated in the final award?</th>
<th>Comparison</th>
</tr>
</thead>
</table>
| ICC Article 37 (4). The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties. | Similarity among all three:  
| HKIAC Article 33 33.2 The arbitral tribunal may apportion all or part of the costs of the arbitration referred to in Article 33.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. | (1). The tribunal may apportion the total costs of the arbitration between parties involved. |
| SIAC Rule 31 31.1 Unless the parties have agreed otherwise, the Tribunal shall determine in the award the apportionment of the costs of the arbitration among the parties. | |
### 35. Does the arbitral tribunal have any say in compensation for legal costs?

<table>
<thead>
<tr>
<th></th>
<th>Comparison</th>
<th>ICC</th>
<th>Article 39</th>
<th>HKIAC</th>
<th>Article 33</th>
<th>SIAC</th>
<th>Rule 33</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Does the arbitral tribunal have any say in compensation for legal costs?</strong></td>
<td><strong>Similarity among all three:</strong></td>
<td><strong>0</strong></td>
<td><strong>Does the arbitral tribunal have any say in compensation for legal costs?</strong></td>
<td><strong>Does the arbitral tribunal have any say in compensation for legal costs?</strong></td>
<td><strong>Does the arbitral tribunal have any say in compensation for legal costs?</strong></td>
<td><strong>Does the arbitral tribunal have any say in compensation for legal costs?</strong></td>
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</tbody>
</table>

**HKIAC Article 33**

33.3 With respect to the costs of legal representation and assistance …, the arbitral tribunal, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.

**SIAC Rule 33**

The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party be paid by another party.

### 36. Are waivers deemed to have occurred if parties do not object to violations of procedures?

<table>
<thead>
<tr>
<th></th>
<th>Comparison</th>
<th>ICC</th>
<th>Article 39</th>
<th>HKIAC</th>
<th>Article 31</th>
<th>SIAC</th>
<th>Rule 37</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Are waivers deemed to have occurred if parties do not object to violations of procedures?</strong></td>
<td><strong>Similarity among all three:</strong></td>
<td><strong>1</strong></td>
<td><strong>Are waivers deemed to have occurred if parties do not object to violations of procedures?</strong></td>
<td><strong>Are waivers deemed to have occurred if parties do not object to violations of procedures?</strong></td>
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<td><strong>Are waivers deemed to have occurred if parties do not object to violations of procedures?</strong></td>
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</tbody>
</table>

**ICC Article 39**

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

**HKIAC Article 31**

A party who knows or ought reasonably to know that any provision of, or requirement arising under, these Rules (including the arbitration agreement(s)) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

**SIAC Rule 37**

37.1 A party who knows that any provision or requirement under these Rules has not been complied with and proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.

Note: The standards are different; ICC simply states “proceeds”, HKIAC states “knows or ought reasonably to know”, and SIAC states “knows.”
## 37. Can the arbitration center limit itself from liability?

<table>
<thead>
<tr>
<th></th>
<th>Comparison</th>
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<tbody>
<tr>
<td><strong>Similarity among all three:</strong></td>
<td>(1). Not liable for any act or omission.</td>
</tr>
</tbody>
</table>

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<tbody>
<tr>
<td><strong>ICC</strong></td>
<td>Article 40</td>
</tr>
<tr>
<td><strong>HKIAC</strong></td>
<td>Article 43</td>
</tr>
<tr>
<td><strong>SIAC</strong></td>
<td>Rule 34</td>
</tr>
</tbody>
</table>
## APPENDIX T8

Cross-Comparison of Procedural Rules from the ICC, HKIAC, and SIAC at Time of HKIAC and SIAC Founding

|---------------------|------------------|-------------|-------------|
| (1). Parties can freely pick between having 1 or 3 arbitrators. | **Source:** Article 2(2)  
**Language:** “The disputes may be settled by a sole arbitrator or by three arbitrators.” | **Source:** Article 5  
**Language:** “If the parties have not previously agreed on the number of arbitrators (i.e. one or three) ...” | **Source:** Rule 6  
**Language:** “A sole arbitrator shall be appointed unless the parties have agreed otherwise.” |
| (2). Appointing authority can be requested to appoint an arbitrator | **Source:** Article 2(4)  
**Language:** “If a party fails to nominate an arbitrator, the appointment shall be made by the Court.” | **Source:** Article 6(1)  
**Language:** “If a sole arbitrator is to be appointed ...” | **Source:** Rule 7(1)  
**Language:** “If a sole arbitrator is to be appointed ...” |
| (3). Arbitrator may be challenged | **Source:** Article 2(7)  
**Language:** “Should an arbitrator be challenged by one of the parties ...” | **Source:** Article 10(1)  
**Language:** “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence” | **Source:** Rule 11(1)  
**Language:** “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrators impartiality or independence” |
| (4). Arbitrator can be replaced | **Source:** Article 2(8)  
**Language:** “... he shall be replaced ...” | **Source:** Article 13(1)  
**Language:** “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen” | **Source:** Rule 14(1)  
**Language:** “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen” |
| (5). Arbitration commences on date that notice is received. | **Source:** Article 3(1)  
**Language:** “The date when the Request is received by the Secretariat of the Court shall, for all purposes, be deemed to be the date of commencement of the arbitral proceedings.” | **Source:** Article 3(2)  
**Language:** “Arbitral proceedings are deemed to commence on the date on which the notice of arbitration is received by the respondent.” | **Source:** Rule 3.3  
**Language:** “The date of receipt of the Notice of Arbitration shall be deemed to be the date on which the arbitration has commenced.” |
| (6). Notice to respondent of impending arbitration | **Source:** Article 3(3)  
**Language:** “The Secretariat shall send a copy of the Request and the documents annexed thereto to the Defendant for his Answer.” | **Source:** Article 3(1)  
**Language:** “The party initiating recourse to arbitration ... shall give to the other party ... a notice of arbitration.” | **Source:** Rule 3.1  
**Language:** “The party wishing to commence an arbitration ... shall give to the other party ... a Notice of Arbitration.” |
| (7). Tribunal can fix costs of arbitration | **Source:** Article 20(1)  
**Language:** “The arbitrator’s award shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties, shall bear the costs or in what proportions the costs shall be borne by the parties.” | **Source:** Article 38  
**Language:** “The arbitral tribunal shall fix the costs of arbitration in its award.” | **Source:** Rule 29.1  
**Language:** “The costs of the arbitration ... shall be fixed by the Tribunal in its award.” |
| (8). Deposit to cover costs | **Source:** Article 9(1)  
**Language:** “The Court shall fix the amount of the deposit in a sum likely to cover the costs of arbitration ...” | **Source:** Article 41(1)  
**Language:** “The arbitral tribunal ... may request each party to deposit an equal amount as an advance for the costs ...” | **Source:** Rule 26.1  
**Language:** “The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs.” |
| (9). A settlement by the parties will be recognized | **Source:** Article 17  
**Language:** “If the parties reach a settlement ... the same shall be recorded in the form of an arbitral award made by consent of the parties.” | **Source:** Article 34(1)  
**Language:** “If ... the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or ... record the settlement.” | **Source:** Rule 27.7  
**Language:** “In the event of a settlement, the Tribunal may render an award recording the settlement ...” |
| (10). A majority decision is required if there are three arbitrators | **Source:** Article 19  
**Language:** “When three arbitrators have been appointed, the award is given by a majority decision.” | **Source:** Article 31(1)  
**Language:** “When there are three arbitrators, any award ... shall be made by a majority of the arbitrators.” | **Source:** Rule 27.3  
**Language:** “Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority.” |
| (11). Parties can be represented | **Source:** Article 6  
**Language:** “Notification or communication shall be deemed to have been effected ... if ... received by the party itself or by its representative.” | **Source:** Article 4  
**Language:** “The parties may be represented or assisted by persons of their choice.” | **Source:** Rule 20  
**Language:** “Any party may be represented by legal practitioners or any other representatives ...” |
| (12). Counter-claims are allowed | **Source:** Article 5(1)  
**Language:** “If the Defendant wishes to make a counter-claim, he shall file the same with the Secretariat...” | **Source:** Article 19(3)  
**Language:** “In his statement of defence, ... the respondent may make a counter-claim arising out of the same contract.” | **Source:** Rule 4.1  
**Language:** “… the respondent may send to the Claimant a Response containing ... a brief statement of the nature and circumstances of any envisaged counterclaims;” |
| (13). Parties can choose which substantive law to use in the arbitration. | **Source:** Article 13(3)  
**Language:** “The parties shall be free to determine the law to be applied by the arbitrator to the merits of the dispute. In the absence of any indication by the parties as to the applicable law, the arbitrator shall apply the law designated as the proper law by the rule of conflict which he deems appropriate.” | **Source:** Article 33(1)  
**Language:** “The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.” | **Source:** Rule 24.1(a)  
**Language:** “Unless the parties at any time agree otherwise, ... the Tribunal shall have the power, on the application of any party or of its own motion ... to (a) determine what are the rules of law governing or applicable to any contract, or arbitration agreement or issue between the parties;” |
### APPENDIX T9

Comparison of HKIAC and SIAC Procedural Rules at Time of Founding

|----------------------------------------------------------|---------------------------------------------|--------------------------------------------|
| (1). Parties can freely pick between having one or three arbitrators. | **Source:** Article 5  
**Language:** “If the parties have not previously agreed on the number of arbitrators (i.e. one or three) ...” | **Source:** Rule 6  
**Language:** “A sole arbitrator shall be appointed unless the parties have agreed otherwise.” |
| (2). Arbitration commences on date that notice is received. | **Source:** Article 3(2)  
**Language:** “Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.” | **Source:** Rule 3.3  
**Language:** “The date of receipt of the Notice of Arbitration shall be deemed to be the date on which the arbitration has commenced.” |
| (3). Notice of arbitration                                | **Source:** Article 3(1)  
**Language:** “The party initiating recourse to arbitration ... shall give to the other party ... a notice of arbitration.” | **Source:** Rule 3.1  
**Language:** “The party wishing to commence an arbitration ... shall give to the other party ... a Notice of Arbitration.” |
| (4). Calculation of notice delivery                       | **Source:** Article 2(2)  
**Language:** “For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.” | **Source:** Rule 2.2  
**Language:** “For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.” |
| (5). Arbitrator must be impartial | **Source:** Article 9  **Language:** “A prospective arbitrator shall disclose ... any circumstances likely to give rise to ... impartiality ...” | **Source:** Rule 10(1)  **Language:** “An arbitrator ... shall be and remain at all times wholly independent and impartial ...” |
| (6). Arbitrator may be challenged | **Source:** Article 10(1)  **Language:** “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence” | **Source:** Rule 11(1)  **Language:** “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrators impartiality or independence” |
| (7). Arbitrator can be replaced | **Source:** Article 13(1)  **Language:** “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen” | **Source:** Rule 14(1)  **Language:** “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen” |
| (8). Tribunal can fix costs of arbitration | **Source:** Article 38  **Language:** “The arbitral tribunal shall fix the costs of arbitration in its award.” | **Source:** Rule 29.1  **Language:** “The costs of the arbitration ... shall be fixed by the Tribunal in its award.” |
| (9). Repetition of hearings if arbitrator replaced | **Source:** Article 14  **Language:** “If ... the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.” | **Source:** Rule 15  **Language:** “If ... the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal.” |
| (10). Physical delivery qualifies as receipt | **Source:** Article 2(1)  **Language:** “… any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.” | **Source:** Rule 2.1  **Language:** “… any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.” |
| (11). Period of time to provide further written statements | **Source:** Article 22  
**Language:** “The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.” | **Source:** Rule 17.4  
**Language:** “The Tribunal shall decide which further written statement, in addition to the Statement of Case and the Statement of Defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.” |
| (12). Tribunal’s power to rule on its own jurisdiction | **Source:** Article 21(1)  
**Language:** “The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction.” | **Source:** Rule 25.1  
**Language:** “The Tribunal shall have the power to rule on its own jurisdiction.” |
| (13). Waiver of rules | **Source:** Article 30  
**Language:** “A party who knows that any provision of … these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.” | **Source:** Rule 33.1  
**Language:** “A party who knows that any provisions of … these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.” |
| (14). Deposit to cover costs | **Source:** Article 41(1)  
**Language:** “The arbitral tribunal … may request each party to deposit an equal amount as an advance for the costs …” | **Source:** Rule 26.1  
**Language:** “The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs.” |
| (15). Unless parties have agreed otherwise, the tribunal determines the place of arbitration | **Source:** Article 16(1)  
**Language:** “Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal.” | **Source:** Rule 18.1  
**Language:** “The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines … that another place is more appropriate.” |
<table>
<thead>
<tr>
<th>(16). The tribunal may appoint expert witnesses</th>
<th><strong>Source:</strong> Article 27(1)</th>
<th><strong>Source:</strong> Rule 23.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language:</strong> “The arbitral tribunal may appoint one or more experts ...”</td>
<td><strong>Language:</strong> “Unless otherwise agreed by the parties, the Tribunal may appoint one or more experts ...”</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>(17). Parties can agree on which language(s) to use</th>
<th><strong>Source:</strong> Article 17(1)</th>
<th><strong>Source:</strong> Rule 19.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language:</strong> “Subject to an agreement by the parties, the arbitral tribunal shall ... determine the language or languages to be used in the proceedings.”</td>
<td><strong>Language:</strong> “Subject to an agreement by the parties, the Tribunal shall ... determine the language or languages to be used in the proceedings.”</td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>(18). A settlement by the parties will be recognized</th>
<th><strong>Source:</strong> Article 34(1)</th>
<th><strong>Source:</strong> Rule 27.7</th>
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<tbody>
<tr>
<td><strong>Language:</strong> “If ... the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or ... record the settlement.”</td>
<td><strong>Language:</strong> “In the event of a settlement, the Tribunal may render an award recording the settlement ...”</td>
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</tbody>
</table>

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<thead>
<tr>
<th>(19). A majority decision is required if there are three arbitrators</th>
<th><strong>Source:</strong> Article 31(1)</th>
<th><strong>Source:</strong> Rule 27.3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language:</strong> “When there are three arbitrators, any award ... shall be made by a majority of the arbitrators.”</td>
<td><strong>Language:</strong> “Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority.”</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>(20). Correction of award</th>
<th><strong>Source:</strong> Article 36(1)</th>
<th><strong>Source:</strong> Rule 28.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language:</strong> “Within thirty days after the receipt of the award, either party ... may request the arbitral tribunal to correct in the award any errors ...”</td>
<td><strong>Language:</strong> “Within thirty (30) days of receipt of the award, ... a party may by notice to the Registrar request the Tribunal to correct in the award any errors ...”</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(21). Parties can be represented</th>
<th><strong>Source:</strong> Article 4</th>
<th><strong>Source:</strong> Rule 20</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language:</strong> “The parties may be represented or assisted by persons of their choice.”</td>
<td><strong>Language:</strong> “Any party may be represented by legal practitioners or any other representatives ...”</td>
<td></td>
</tr>
<tr>
<td>Paragraph</td>
<td>Description</td>
<td>Source</td>
</tr>
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<tr>
<td>(22).</td>
<td>Identity of witnesses required</td>
<td>Article 25(2)</td>
</tr>
<tr>
<td>(23).</td>
<td>Counter-claims are allowed</td>
<td>Article 19(3)</td>
</tr>
<tr>
<td>(24).</td>
<td>Amendments allowed to original claim.</td>
<td>Article 20</td>
</tr>
<tr>
<td>(25).</td>
<td>The tribunal determines the manner in which witnesses are examined.</td>
<td>Article 25(4)</td>
</tr>
<tr>
<td>(26).</td>
<td>Parties can choose which substantive law to use in the arbitration.</td>
<td>Article 33(1)</td>
</tr>
</tbody>
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## APPENDIX T11


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<tbody>
<tr>
<td>(1). Written notice within time limits</td>
<td><strong>Source:</strong> Article 3.3</td>
<td><strong>Source:</strong> Rule 2.2</td>
</tr>
<tr>
<td><strong>Language:</strong> “Any written communication shall be deemed received on the earliest day when it is communicated ...”</td>
<td><strong>Language:</strong> “... any notice ... shall be in writing ... shall be deemed to have been received on the day it is delivered ...”</td>
<td></td>
</tr>
<tr>
<td>(2). Arbitration commences on date that notice is received.</td>
<td><strong>Source:</strong> Article 4.2</td>
<td><strong>Source:</strong> Rule 3.1</td>
</tr>
<tr>
<td><strong>Rule:</strong> “An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC.”</td>
<td><strong>Rule:</strong> &quot;A party wishing to commence an arbitration under these Rules (the &quot;Claimant&quot;) shall file with the Registrar a Notice of Arbitration...”</td>
<td></td>
</tr>
<tr>
<td>(3). Notice of arbitration</td>
<td><strong>Source:</strong> Article 4.1</td>
<td><strong>Source:</strong> Rule 3.4</td>
</tr>
<tr>
<td><strong>Language:</strong> “The party initiating arbitration ... shall communicate a Notice of Arbitration to HKIAC and the other party...”</td>
<td><strong>Language:</strong> &quot;The Claimant shall, at the same time as it files the Notice of Arbitration with the Registrar, send a copy of the Notice of Arbitration to the Respondent...”</td>
<td></td>
</tr>
<tr>
<td>(4). Response to notice of arbitration</td>
<td><strong>Source:</strong> Article 5.1</td>
<td><strong>Source:</strong> Rule 4.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “Within 30 days from receipt of the Notice of Arbitration, the Respondent shall communicate an Answer ...”</td>
<td><strong>Language:</strong> “The Respondent shall file a Response with the Registrar within 14 days of receipt of the Notice of Arbitration.”</td>
<td></td>
</tr>
<tr>
<td>(5). Jurisdiction of arbitral tribunal</td>
<td><strong>Source:</strong> Article 19.1</td>
<td><strong>Source:</strong> Rule 28.2</td>
</tr>
<tr>
<td><strong>Language:</strong> “The arbitral tribunal may rule on its own jurisdiction ...”</td>
<td><strong>Language:</strong> “The Tribunal shall have the power to rule on its own jurisdiction ...”</td>
<td></td>
</tr>
<tr>
<td>(6). Additional parties can be joined</td>
<td><strong>Source:</strong> Article 27.1</td>
<td><strong>Source:</strong> Rule 7.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “HKIAC shall have the power to allow an additional party to be joined ...”</td>
<td><strong>Language:</strong> “a party ... to the arbitration may file an application with the Registrar for one or more additional parties to be joined ...”</td>
<td></td>
</tr>
</tbody>
</table>
| (7). Multiple contracts can be merged into one arbitration | **Source:** Article 29  
**Language:** “Claims arising out of or in connection with more than one contract may be made in a single arbitration ...” | **Source:** Rule 6.1(a)  
**Language:** “Where there are disputes arising out of ... more than one contract, the Claimant may ... submit an application to consolidate the arbitrations ...” |
| --- | --- | --- |
| (8). Multiple arbitrations can be consolidated | **Source:** Article 28.1  
**Language:** “HKIAC shall have the power, at the request of a party ... to consolidate two or more arbitrations ...” | **Source:** Rule 8.1  
**Language:** “a party may file an application ... to consolidate two or more arbitrations ...” |
| (9). Party representatives | **Source:** Article 13.6  
**Language:** “The parties may be represented by persons of their choice ...” | **Source:** Rule 23.1  
**Language:** “Any party may be represented by legal practitioners or any other authorized representatives.” |
| (10). Parties have a choice of having one or three arbitrators | **Source:** Article 6.1  
**Language:** “If the parties have not agreed upon the number of arbitrators ... HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators ...” | **Source:** Rule 9.1  
**Language:** “A sole arbitrator shall be appointed ... unless the parties have otherwise agreed ... that ... circumstances of the dispute, warrants the appointment of three arbitrators.” |
| (11). Arbitrator(s)’s impartiality can be challenged | **Source:** Article 11.6  
**Language:** “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality ...” | **Source:** Rule 14.1  
**Language:** “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality ...” |
| (12). Arbitrators may be replaced | **Source:** Article 12.1  
**Language:** “where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed ...” | **Source:** Rule 17.1  
**Language:** “in the event of the death, resignation, withdrawal or removal of an arbitrator ... a substitute arbitrator shall be appointed ...” |
| (13). Deposit required before commencing arbitration | **Source:** Article 41.1  
**Language:** “As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall ... request the Claimant and the Respondent each to deposit with HKIAC an equal amount ...” | **Source:** Rule 34.2  
**Language:** “Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent.” |
| (14). Parties can agree on the seat of arbitration | **Source:** Article 14.1  
**Language:** “The parties may agree on the seat of arbitration.” | **Source:** Rule 21.1  
**Language:** “The parties may agree on the seat of the arbitration.” |
| (15). Parties can agree on which language(s) to use | **Source:** Article 15.2  
**Language:** “Subject to agreement by the parties, the arbitral tribunal shall ... determine the language of the arbitration.” | **Source:** Rule 22.1  
**Language:** “Unless otherwise agreed by the parties, the Tribunal shall determine the language to be used in the arbitration.” |
| (16). Parties can choose which substantive law to use in the arbitration. | **Source:** Article 36.1  
**Language:** “The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties... Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.” | **Source:** Rule 31.1  
**Language:** “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.” |
| (17). The tribunal may appoint expert witnesses | **Source:** Article 25.1  
**Language:** “… the arbitral tribunal, after consulting with the parties, may appoint one or more experts.” | **Source:** Rule 26.1  
**Language:** “Unless otherwise agreed by the parties, the Tribunal may ... following consultation with the parties, appoint an expert to report on specific issues ...” |
| (18). Interim relief available | **Source:** Article 23.1  
**Language:** “A party may apply for urgent interim or conservatory relief ...” | **Source:** Rule 30.1  
**Language:** “The Tribunal may, at the request of a party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate.” |
<table>
<thead>
<tr>
<th>(19). Expedited procedure available</th>
<th>Source: Article 42.2</th>
<th>Source: Rule 5.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language:</strong> “When HKIAC ... grants an application ..., the arbitral proceedings shall be conducted in accordance with an Expedited Procedure ...”</td>
<td><strong>Language:</strong> “… a party may file an application ... for the arbitral proceedings to be conducted in accordance with the Expedited Procedure ...”</td>
<td></td>
</tr>
<tr>
<td>(20). The tribunal may correct an error in the award</td>
<td>Source: Article 38.1</td>
<td>Source: Rule 33.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “Within 30 days after receipt of the award, either party, with notice to all other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature.”</td>
<td><strong>Language:</strong> “Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature.”</td>
<td></td>
</tr>
<tr>
<td>(21). Tribunal immune from liability</td>
<td>Source: Article 46.1</td>
<td>Source: Rule 38.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “None of ... the arbitral tribunal ... shall be liable for any act or omission in connection with an arbitration conducted under these Rules ...”</td>
<td><strong>Language:</strong> “Any arbitrator ... shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by SIAC ...”</td>
<td></td>
</tr>
<tr>
<td>(22). Confidentiality is to be maintained</td>
<td>Source: Article 45.1</td>
<td>Source: Rule 39.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to ... the arbitration ...”</td>
<td><strong>Language:</strong> “Unless otherwise agreed by the parties, a party and any arbitrator ... shall at all times treat all matters relating to the proceedings and the Award as confidential.”</td>
<td></td>
</tr>
<tr>
<td>(23). Arbitrator(s) must remain impartial</td>
<td>Source: Article 11.1</td>
<td>Source: Rule 13.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.”</td>
<td><strong>Language:</strong> “Any arbitrator appointed in an arbitration under these Rules, whether or not nominated by the parties, shall be and remain at all times independent and impartial.”</td>
<td></td>
</tr>
<tr>
<td>(24). A majority decision is required if there are three arbitrators</td>
<td>Source: Article 33.1</td>
<td>Source: Rule 32.7</td>
</tr>
<tr>
<td><strong>Language:</strong> “When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.”</td>
<td><strong>Language:</strong> “Where there is more than one arbitrator, the Tribunal shall decide by a majority.”</td>
<td></td>
</tr>
</tbody>
</table>
| (25). A settlement by the parties will be recognized | **Source**: Article 37.2(a)  
**Language**: “If ... the parties settle the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral tribunal, record the settlement” | **Source**: Rule 32.10  
**Language**: “In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement.” |
| --- | --- | --- |
| (26). Waiver of rules | **Source**: Article 32.1  
**Language**: “A party that knows, or ought reasonably to know, that any provision of ... these Rules ... has not been complied with and yet proceeds with the arbitration without promptly stating its objection ... shall be deemed to have waived its right to object.” | **Source**: Rule 41.1  
**Language**: “Any party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of these Rules ... shall be deemed to have waived its right to object.” |
| (27). Tribunal’s power to rule on its own jurisdiction | **Source**: Article 27.2  
**Language**: “Any decision pursuant to Article 27.1 is without prejudice to the arbitral tribunal’s power to decide any question as to its jurisdiction arising from such decision.” | **Rule**: Article 28.2  
**Language**: “The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement.” |
| (28). Period of time to provide further written statements | **Source**: Article 20  
**Language**: “The arbitral tribunal shall decide which further written statements, if any, ... shall be required from the parties and shall set the time limits for communicating such statements.” | **Source**: Rule 20.2  
**Language**: “… the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim ...” |
| (29). Importance of maintaining fairness. | **Source**: Article 13.5  
**Language**: “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.” | **Source**: Rule 41.2  
**Language**: “… the President, the Court, the Registrar and the Tribunal shall ... shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration...” |
| (30). Counter-claims are allowed | **Source:** Article 5.3  
**Language:** “Any counterclaim... shall, to the extent possible, be raised with the Respondent's Answer to the Notice of Arbitration...” | **Source:** Rule 4.2  
**Language:** “The Response may also include the Statement of Defence and a Statement of Counterclaim...” |
| --- | --- | --- |
|  | **Source:** Article 18.1  
**Language:** “During the course of the arbitration, a party may amend or supplement its claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case.” | **Source:** Rule 20.5  
**Language:** “A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances.” |
| (31). Amendments allowed to original claim. | **Source:** Article 34.1  
**Language:** “The arbitral tribunal shall determine the costs of the arbitration in one or more orders or awards.” | **Source:** Rule 35.1  
**Language:** “Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration.” |
|  | **Source:** Article 34.3  
**Language:** “The arbitral tribunal may apportion all or part of the costs of the arbitration...” | **Source:** Rule 35.1  
**Language:** “Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.” |
| (32). Tribunal can fix costs of arbitration | **Source:** Article 13.5  
**Language:** “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.” | **Source:** Rule 19.3  
**Language:** “As soon as practicable after the constitution of the Tribunal, the Tribunal shall conduct a preliminary meeting with the parties ... to discuss the procedures that will be most appropriate and efficient for the case.” |
| (33). The tribunal may apportion the total costs of the arbitration between parties involved. | **Source:** Article 22.5  
**Language:** “The arbitral tribunal may determine the manner in which a witness or expert is examined.” | **Source:** Rule 25.3  
**Language:** “Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal may determine.” |
## APPENDIX T13

Continued Convergence (Analysis 1 to Analysis 2)

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Parties can freely pick between having one or three arbitrators.</td>
<td><strong>Source:</strong> Article 5</td>
<td><strong>Language:</strong> “If the parties have not previously agreed on the number of arbitrators (i.e. one or three) ...”</td>
</tr>
<tr>
<td>(2). Arbitration commences on date that notice is received.</td>
<td><strong>Source:</strong> Article 3.2</td>
<td><strong>Language:</strong> “Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.”</td>
</tr>
<tr>
<td>(3). Notice of arbitration</td>
<td><strong>Source:</strong> Article 3.1</td>
<td><strong>Language:</strong> “The party initiating recourse to arbitration ... shall give to the other party ... a notice of arbitration.”</td>
</tr>
<tr>
<td>(4). Arbitrator must be impartial</td>
<td><strong>Source:</strong> Article 9</td>
<td><strong>Language:</strong> “A prospective arbitrator shall disclose ... any circumstances likely to give rise to ... impartiality ...”</td>
</tr>
<tr>
<td>(5). Arbitrator may be challenged</td>
<td>Source: Article 10.1</td>
<td>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence”</td>
</tr>
<tr>
<td>(6). Arbitrator can be replaced</td>
<td>Source: Article 13.1</td>
<td>Language: “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen”</td>
</tr>
<tr>
<td>(7). Period of time to provide further written statements</td>
<td>Source: Article 22</td>
<td>Language: “The arbitral tribunal shall decide which further written statements ... shall be required from the parties ... and shall fix the periods of time for communicating such statements.”</td>
</tr>
<tr>
<td>(8). Tribunal’s power to rule on its own jurisdiction</td>
<td>Source: Article 21.1</td>
<td>Language: “The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction.”</td>
</tr>
<tr>
<td>(9). Waiver of rules</td>
<td>Source: Article 30</td>
<td>Language: “A party who knows that any provision of ... these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such provision may be deemed to have waived his objection.”</td>
</tr>
</tbody>
</table>
| (10). Deposit to cover costs | **Source:** Article 41.1  
**Language:** “The arbitral tribunal ... may request each party to deposit an equal amount as an advance for the costs ...” | **Source:** Rule 26.1  
**Language:** “The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs.” | **Source:** Article 41.1  
**Language:** “objection ... shall be deemed to have waived its right to object.” | **Source:** Rule 34.2  
**Language:** “Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent.” |
| (11). Unless parties have agreed otherwise, the tribunal determines the place of arbitration | **Source:** Article 16.1  
**Language:** “Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal.” | **Source:** Rule 18.1  
**Language:** “The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines ... that another place is more appropriate.” | **Source:** Article 14.1  
**Language:** “The parties may agree on the seat of arbitration.” | **Source:** Rule 21.1  
**Language:** “The parties may agree on the seat of the arbitration.” |
| (12). The tribunal may appoint expert witnesses | **Source:** Article 27.1  
**Language:** “The arbitral tribunal may appoint one or more experts ...” | **Source:** Rule 23.1  
**Language:** “Unless otherwise agreed by the parties, the Tribunal may appoint one or more experts ...” | **Source:** Article 25.1  
**Language:** “... the arbitral tribunal, after consulting with the parties, may appoint one or more experts.” | **Source:** Rule 26.1.a  
**Language:** “Unless otherwise agreed by the parties, the Tribunal may ... following consultation with the parties, appoint an expert to report on specific issues ...” |
| (13). Parties can agree on which language(s) to use | **Source:** Article 17.1  
**Language:** “Subject to an agreement by the parties, the arbitral tribunal shall ... determine the language or languages to be used in the proceedings.” | **Source:** Rule 19.1  
**Language:** “Subject to an agreement by the parties, the Tribunal shall ... determine the language or languages to be used in the proceedings.” | **Source:** Article 15.2  
**Language:** “Subject to agreement by the parties, the arbitral tribunal shall ... determine the language of the arbitration.” | **Source:** Rule 22.1  
**Language:** “Unless otherwise agreed by the parties, the Tribunal shall determine the language to be used in the arbitration.” |
| (14). A settlement by the parties will be recognized | **Source**: Article 34.1  
**Language**: “If the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or record the settlement.” | **Source**: Rule 27.7  
**Language**: “In the event of a settlement, the Tribunal may render an award recording the settlement…” | **Source**: Article 37.2(a)  
**Language**: “If the parties settle the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral tribunal, record the settlement.” | **Source**: Rule 32.10  
**Language**: “In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement.” |
|---|---|---|---|---|
| (15). A majority decision is required if there are three arbitrators | **Source**: Article 31.1  
**Language**: “When there are three arbitrators, any award shall be made by a majority of the arbitrators.” | **Source**: Rule 27.3  
**Language**: “Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority.” | **Source**: Article 33.1  
**Language**: “When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.” | **Source**: Rule 32.7  
**Language**: “Where there is more than one arbitrator, the Tribunal shall decide by a majority.” |
| (16). Correction of award | **Source**: Article 36.1  
**Language**: “Within thirty days after the receipt of the award, either party may request the arbitral tribunal to correct in the award any errors…” | **Source**: Rule 28.1  
**Language**: “Within thirty (30) days of receipt of the award, a party may by notice to the Registrar request the Tribunal to correct in the award any errors…” | **Source**: Article 38.1  
**Language**: “Within 30 days after receipt of the Award, either party, with notice to all other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature.” | **Source**: Rule 33.1  
**Language**: “Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature.” |
| (17). Parties can be represented. | **Source**: Article 4  
**Language**: “The parties may be represented or assisted by persons of their choice.” | **Source**: Rule 20  
**Language**: “Any party may be represented by legal practitioners or any other representatives.” | **Source**: Article 13.6  
**Language**: “The parties may be represented by persons of their choice.” | **Source**: Rule 23.1  
**Language**: “Any party may be represented by legal practitioners or any other authorized representatives.” |
| (18). Counter-claims are allowed | **Source**: Article 19.3  
**Language**: “In his statement of defence, the respondent may make a counterclaim arising out of the same contract.” | **Source**: Rule 4.1  
**Language**: “… the respondent may send to the Claimant a Response containing a brief statement of the nature and circumstances of any envisaged counterclaims;” | **Source**: Article 5.3  
**Language**: “Any counterclaim shall, to the extent possible, be raised with the Respondent’s Answer to the Notice of Arbitration…” | **Source**: Rule 4.2  
**Language**: “The Response may also include the Statement of Defence and a Statement of Counterclaim…” |
Amendments allowed to original claim.

<table>
<thead>
<tr>
<th>Source</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 20</td>
<td>“During the course of the arbitral proceedings either party may amend ... his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances.”</td>
</tr>
</tbody>
</table>

The tribunal determines the manner in which witnesses are examined.

<table>
<thead>
<tr>
<th>Source</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 25.4</td>
<td>“The arbitral tribunal is free to determine the manner in which witnesses are examined.”</td>
</tr>
</tbody>
</table>

Parties can choose which substantive law to use in the arbitration.

<table>
<thead>
<tr>
<th>Source</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 33.1</td>
<td>“The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.”</td>
</tr>
</tbody>
</table>

Tribunal can fix costs of arbitration.

<table>
<thead>
<tr>
<th>Source</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 38</td>
<td>“The arbitral tribunal shall fix the costs of arbitration in its award.”</td>
</tr>
</tbody>
</table>
APPENDIX T16

Discontinued Convergence (Analysis 1 to Analysis 2)

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
</table>
| Physical delivery qualifies as receipt | Source: Article 2.1  
Language: “… any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee...” | Source: Rule 2.1  
Language: “… any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee...” | X | X |
| Repetition of hearings if arbitrator replaced | Source: Article 14  
Language: “If the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.” | Source: Rule 15  
Language: “If the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.” | X | |
| Identity of witnesses required | Source: Article 25.2  
Language: “If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he intends to present.” | Source: Rule 22.1  
Language: “Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses it wishes to call ...” | X | Source: Rule 25.1  
Language: “Before any hearing, the Tribunal may require the parties to give notice of the identity of witnesses ...” |
## APPENDIX T17

Emerged Convergence I (Analysis 1 to Analysis 2)

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim (emergency) relief available</td>
<td><strong>Source</strong>: Article 26.1</td>
<td><strong>Language</strong>: “At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute…”</td>
</tr>
<tr>
<td>The tribunal will be able to decide as amiable compositeur if the parties have so authorized.</td>
<td><strong>Source</strong>: Article 33.2</td>
<td><strong>Language</strong>: “The arbitral tribunal shall decide as amiable compositeur ... only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.”</td>
</tr>
<tr>
<td>Tribunal immune from liability</td>
<td>X</td>
<td><strong>Source</strong>: Rule 32.1</td>
</tr>
<tr>
<td>Source: Article 40.1</td>
<td>Source: Article 34.3</td>
<td>Source: Rule 35.1</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td><strong>Language:</strong> “…the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.”</td>
<td><strong>Language:</strong> “The arbitral tribunal may apportion all or part of the costs of the arbitration...”</td>
<td><strong>Language:</strong> “Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.”</td>
</tr>
</tbody>
</table>

The tribunal may apportion the total costs of the arbitration between parties involved.
## APPENDIX T18

### Emerged Convergence II (Analysis 1 to Analysis 2)

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Additional parties can be joined</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2). Multiple contracts can be merged into one arbitration</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3). Multiple arbitrations can be consolidated</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4). Parties decide on which substantive law to use</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5). Expedited procedure available</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Source:* Article 27.1

*Language:* “HKIAC shall have the power to allow an additional party to be joined ...”

*Source:* Rule 7.1

*Language:* “a party ... to the arbitration may file an application with the Registrar for one or more additional parties to be joined ...”

*Source:* Article 29

*Language:* “Claims arising out of or in connection with more than one contract may be made in a single arbitration ...”

*Source:* Rule 6.1

*Language:* “Where there are disputes arising out of ... more than one contract, the Claimant may ... submit an application to consolidate the arbitrations ...”

*Source:* Article 28.1

*Language:* “HKIAC shall have the power, at the request of a party ... to consolidate two or more arbitrations ...”

*Source:* Rule 8.1

*Language:* “a party may file an application ... to consolidate two or more arbitrations ...”

*Source:* Article 36.1

*Language:* “The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties.”

*Source:* Rule 31.1

*Language:* “The Tribunal shall apply the law or rules of law designated by the parties as applicable to the substance of the dispute.”

*Source:* Article 42.1

*Language:* “Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC for the arbitration to be conducted in accordance with Article 42.2 [expedited procedure]...”

*Source:* Rule 5.1

*Language:* “Prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule...”
| (6). Confidentiality is to be maintained | X | X | **Source:** Article 45.1  
**Language:** “Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to ... the arbitration ...” | **Source:** Rule 39.1  
**Language:** “Unless otherwise agreed by the parties, a party and any arbitrator ... shall at all times treat all matters relating to the proceedings and the Award as confidential.” |
| (7). Importance of maintaining fairness. | X | X | **Source:** Article 13.5  
**Language:** “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.” | **Source:** Rule 41.2  
**Language:** “… the President, the Court, the Registrar and the Tribunal shall ... shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration...” |
| (8). The tribunal shall conduct the arbitration cost efficiently. | X | X | **Source:** Article 13.5  
**Language:** “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.” | **Source:** Rule 19.3  
**Language:** “As soon as practicable after the constitution of the Tribunal, the Tribunal shall conduct a preliminary meeting with the parties ... to discuss the procedures that will be most appropriate and efficient for the case.” |
APPENDIX T20

Comparison of HKIAC and SIAC Procedural Rules at Year 2013

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1). Arbitration commences on date that notice is received.</td>
<td><strong>Source:</strong> Article 4.2</td>
<td><strong>Source:</strong> Rule 3.3</td>
</tr>
<tr>
<td></td>
<td><strong>Language:</strong> “An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC.”</td>
<td><strong>Language:</strong> “The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed the date of commencement of the arbitration.”</td>
</tr>
<tr>
<td>(2). Notice of arbitration</td>
<td><strong>Source:</strong> Article 4.1 and 4.3</td>
<td><strong>Source:</strong> Rule 3.1 and 3.4</td>
</tr>
<tr>
<td></td>
<td><strong>Language (4.1):</strong> “The party initiating recourse to arbitration (hereinafter called the &quot;Claimant&quot;) shall submit a Notice of Arbitration in writing to HKIAC...”</td>
<td><strong>Language (3.1):</strong> “A party wishing to commence an arbitration (the “Claimant”) shall file with the Registrar a Notice of Arbitration.”</td>
</tr>
<tr>
<td></td>
<td><strong>Language (4.3):</strong> The Notice of Arbitration shall include ... (i) confirmation that copies of the Notice ... have been or are being served simultaneously on all other parties (hereinafter called the &quot;Respondent&quot;)...”</td>
<td><strong>Language (3.4):</strong> “The Claimant shall at the same time send a copy of the Notice of Arbitration to the Respondent...”</td>
</tr>
<tr>
<td>(3). Determining location of the arbitration.</td>
<td><strong>Source:</strong> Article 14.1</td>
<td><strong>Source:</strong> Rule 18.1</td>
</tr>
<tr>
<td></td>
<td><strong>Language:</strong> “The parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong.”</td>
<td><strong>Language:</strong> “The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be Singapore...”</td>
</tr>
<tr>
<td>(4). Availability of counterclaim.</td>
<td><strong>Source:</strong> Article 5.4</td>
<td><strong>Source:</strong> Rule 4.2</td>
</tr>
<tr>
<td></td>
<td><strong>Language:</strong> “Any counterclaim or set-off defence shall to the extent possible be raised with the Respondent's Answer...”</td>
<td><strong>Language:</strong> “The Response may also include the Statement of Defence and a Statement of Counterclaim”</td>
</tr>
<tr>
<td>(5). Amendments allowed to original claim.</td>
<td><strong>Source:</strong> Article 18.1</td>
<td><strong>Source:</strong> Rule 17.5</td>
</tr>
<tr>
<td></td>
<td><strong>Language:</strong> “During the course of the arbitration a party may amend or supplement its claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the circumstances of the case.”</td>
<td><strong>Language:</strong> “A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances.”</td>
</tr>
<tr>
<td>(6). Joinder of additional parties.</td>
<td>Source: Article 27.1</td>
<td>Source: Rule 24(b)</td>
</tr>
<tr>
<td>----------------------------------</td>
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</tr>
<tr>
<td>Language: “The arbitral tribunal shall have the power to allow an additional party to be joined to the arbitration ...”</td>
<td>Language: “the Tribunal shall have the power to ... upon the application of a party, allow one or more third parties to be joined in the arbitration ...”</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(7). Requirement of impartiality from arbitrators.</th>
<th>Source: Article 11.1</th>
<th>Source: Rule 10.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “An arbitral tribunal ... shall be and remain at all times impartial and independent of the parties.”</td>
<td>Language: “Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.”</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(8). Choice on number of arbitrators.</th>
<th>Source: Article 4.3(g)</th>
<th>Source: Rule 3.1(h)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “a proposal as to the number of arbitrators (i.e. one or three)”</td>
<td>Language: “… unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;”</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(9). Grounds for challenging arbitrators.</th>
<th>Source: Article 11.6</th>
<th>Source: Rule 11.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions ...”</td>
<td>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.”</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>(10). Arbitrators to be replaced.</th>
<th>Source: Article 12.1</th>
<th>Source: Rule 14.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “… where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed”</td>
<td>Language: “In the event of the death, resignation or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed”</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(11). Parties can agree on which language(s) to use.</th>
<th>Source: Article 15.1</th>
<th>Source: Rule 19.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “Subject to agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages of the arbitration.”</td>
<td>Language: “Unless the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings.”</td>
<td></td>
</tr>
</tbody>
</table>
(12). Parties can choose which substantive law to use in the arbitration.  

Source: Article 35.1  
Language: “The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties... Failing such designation by the parties, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.”  

Source: Rule 27.1  
Language: “The Tribunal shall apply the 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 which it determines to be appropriate.”

(13). The tribunal will be able to decide as amiable compositeur if the parties have so authorized.*  

Source: Article 35.2  
Language: “The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly agreed that the arbitral tribunal should do so.”

Source: Rule 27.2  
Language: “The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised the Tribunal to do so.”

(14). The tribunal shall conduct the arbitration cost efficiently.  

Source: Article 13.5  
Language: “The arbitral tribunal ... shall do everything necessary to ensure the fair and efficient conduct of the arbitration.”

Source: Rule 16.3  
Language: “As soon as practicable after the appointment of all arbitrators, the Tribunal shall conduct a preliminary meeting with the parties ... to discuss the procedures that will be most appropriate and efficient for the case.”

(15). Importance of maintaining confidentiality.  

Source: Article 42.1  
Language: “Unless otherwise agreed by the parties, no party may publish, disclose or communicate any information relating to: (a) the arbitration under the arbitration agreement(s); or (b) an award made in the arbitration.”

Source: Rule 35.1  
Language: “The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.”

(16). Importance of maintaining fairness.  

Source: Article 13.5  
Language: “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.”

Source: Rule 16.1  
Language: “The Tribunal shall conduct the arbitration in such manner as it considers appropriate, after consulting with the parties, to ensure the fair, expeditious, economical and final determination of the dispute.”
| (17). Identity of witnesses required | Source: Article 22.5  
 **Language:** “If a witness or expert is to be heard, each party shall communicate to the arbitral tribunal and to the other party the name and address of the witness...” | Source: Rule 22.1  
 **Language:** “Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses...” |
|----------------------------------|-------------------------------------------------|-------------------------------------------------|
| (18). The tribunal determines the manner in which witnesses are examined. | Source: Article 22.7  
 **Language:** “The arbitral tribunal is free to determine the manner in which a witness or expert is examined.” | Source: Rule 22.3  
 **Language:** “Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal shall determine.” |
| (19). A tribunal may appoint experts after consulting with the parties. | Source: Article 25.1  
 **Language:** “…the arbitral tribunal, after consulting with the parties, may appoint one or more experts.” | Source: Rule 23.1.a  
 **Language:** “…the Tribunal … may following consultation with the parties, appoint an expert …” |
| (20). Interim (emergency) measures available | Source: Article 23.2  
 **Language:** “At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.” | Source: Rule 26.1  
 **Language:** “The Tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate.” |
| (21). Expedited procedures are available. | Source: Article 41.1  
 **Language:** “Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC in writing for the arbitration to be conducted in accordance with Article 41.2 [expedited procedure]” | Source: Rule 5.1  
 **Language:** “Prior to the full constitution of the Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure” |
| (22). A majority decision is required if there are three arbitrators | Source: Article 32.1  
 **Language:** “When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.” | Source: Rule 28.5  
 **Language:** “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.” |
| (23). Correction of award | Source: Article 37.1  
 **Language:** “Within 30 days after receipt of the award, either party … may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors …” | Source: Rule 29.1  
 **Language:** “Within 30 days of receipt of an award, a party may … request the Tribunal to correct in the award any error in computation, any clerical or typographical error …” |
| (24). Deposit to cover costs | **Source:** Article 40.1  
**Language:** “... HKIAC shall ... request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs...” | **Source:** Rule 30.2  
**Language:** “50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent.” |
| (25). The tribunal may apportion the total costs of the arbitration between parties involved. | **Source:** Article 33.2  
**Language:** “The arbitral tribunal may apportion all or part of the costs of the arbitration ...” | **Source:** Rule 31.1  
**Language:** “Unless the parties have agreed otherwise, the Tribunal shall determine in the award the apportionment of the costs of the arbitration ...” |
| (26). Tribunal can fix costs of arbitration | **Source:** Article 33.1  
**Language:** “The arbitral tribunal shall determine the costs of the arbitration in its award.” | **Source:** Rule 31.1  
**Language:** “The Tribunal shall specify in the award, the total amount of the costs of the arbitration.” |
| (27). Waiver of rules | **Source:** Article 31  
**Language:** “A party who knows or ought reasonably to know that any provision ... arising under, these Rules ... has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.” | **Source:** Rule 37.1  
**Language:** “A party who knows that any provision or requirement under these Rules has not been complied with and proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.” |
| (28). The tribunal can limit itself and its affiliates from liability. | **Source:** Article 43.1  
**Language:** “None of the Council of HKIAC ... nor the Secretary General of HKIAC or other staff members of the Secretariat of HKIAC, the arbitral tribunal, any Emergency Arbitrator, tribunal-appointed expert or secretary of the arbitral tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules.” | **Source:** Rule 34.1  
**Language:** “SIAC, including the President, members of its Court, directors, officers, employees or any arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Rules.” |
| (29). Parties can be represented | **Source:** Article 13.6  
**Language:** “The parties may be represented by persons of their choice...” | **Source:** Rule 20  
**Language:** “Any party may be represented by legal practitioners or any other representatives.” |
| (30). A settlement by the parties will be recognized | **Source:** Article 36.1 | **Source:** Rule 28.8 |
| | **Language:** “If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by both parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.” | **Language:** “In the event of a settlement, if any party so requests, the Tribunal may render a consent award recording the settlement.” |
| (31). Tribunal’s power to rule on its own jurisdiction | **Source:** Article 19.1 | **Source:** Rule 25.2 |
| | **Language:** “The arbitral tribunal may rule on its own jurisdiction under these Rules...” | **Language:** “The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement.” |
| (32). Period of time to provide further written statements. | **Source:** Article 20 | **Source:** Rule 17.1 |
| | **Language:** “The arbitral tribunal shall decide which further written statements, if any, ... shall be required from the parties or may be presented by them and shall set the periods of time for communicating such statements.” | **Language:** “Unless the Tribunal determines otherwise, the submission of written statements shall proceed as set out in this Rule.” |
### APPENDIX T22

Continued Convergence across Analysis 1, Analysis 3, and Analysis 2

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>(1) Parties can freely pick between having one or three arbitrators.</td>
<td><strong>Source:</strong> Article 5</td>
<td><strong>Source:</strong> Rule 6</td>
<td><strong>Source:</strong> Article 4.3(g)</td>
<td><strong>Source:</strong> Rule 3.1.h</td>
<td><strong>Source:</strong> Article 6.1</td>
<td><strong>Source:</strong> Rule 9.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “If the parties have not previously agreed on the number of arbitrators (i.e. one or three) ...”</td>
<td><strong>Language:</strong> “A sole arbitrator shall be appointed unless the parties have agreed otherwise.”</td>
<td><strong>Language:</strong> “a proposal as to the number of arbitrators (i.e. one or three)”</td>
<td><strong>Language:</strong> “(h). unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;”</td>
<td><strong>Language:</strong> “If the parties have not agreed upon the number of arbitrators ... HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators ...”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Arbitration commences on date that notice is received.</td>
<td><strong>Source:</strong> Article 3.2</td>
<td><strong>Source:</strong> Rule 3.3</td>
<td><strong>Source:</strong> Article 4.2</td>
<td><strong>Source:</strong> Rule 3.3</td>
<td><strong>Source:</strong> Article 4.2</td>
<td><strong>Source:</strong> Rule 3.1</td>
</tr>
<tr>
<td><strong>Language:</strong> “Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.”</td>
<td><strong>Language:</strong> “The date of receipt of the Notice of Arbitration shall be deemed to be the date on which the arbitration has commenced.”</td>
<td><strong>Language:</strong> “An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC.”</td>
<td><strong>Language:</strong> “The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed the date of commencement of the arbitration.”</td>
<td><strong>Rule:</strong> “An arbitration shall be deemed to commence on the date on which a copy of the Notice of Arbitration is received by HKIAC.”</td>
<td><strong>Rule:</strong> “A party wishing to commence an arbitration under these Rules (the &quot;Claimant&quot;) shall file with the Registrar a Notice of Arbitration...”</td>
<td></td>
</tr>
</tbody>
</table>
(3). Notice of arbitration

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 3.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“The party initiating recourse to arbitration ... shall give to the other party ... a notice of arbitration.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 3.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language (3.1)</strong>:</td>
<td>“The party wishing to commence an arbitration under these Rules ... shall give to the other party ... a Notice of Arbitration...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 4.1 and 4.3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“The party initiating recourse to arbitration (hereinafter called the &quot;Claimant&quot;) shall submit a Notice of Arbitration in writing to HKIAC...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 3.4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language (4.1)</strong>:</td>
<td>“The party wishing to commence an arbitration under these Rules ... shall give to the other party ... a Notice of Arbitration...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 4.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“The party initiating arbitration ... shall communicate a Notice of Arbitration to HKIAC and the other party...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 3.4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“The party wishing to commence an arbitration under these Rules ... shall give to the other party ... a Notice of Arbitration...”</td>
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<th>Source:</th>
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<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“The party initiating an arbitration ... shall give to the other party ... a Notice of Arbitration...”</td>
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<thead>
<tr>
<th>Source:</th>
<th>Rule 3.4</th>
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<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times impartial and impartial, and shall not act as advocate for any party.”</td>
</tr>
</tbody>
</table>

(4). Arbitrator must be impartial.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 9</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“A prospective arbitrator shall disclose ... any circumstances likely to give rise to ... impartiality ...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 10.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“An arbitrator ... shall be and remain at all times wholly independent and impartial ...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 11.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“An arbitral tribunal ... shall be and remain at all times impartial and independent of the parties.”</td>
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</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 10.1</th>
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<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times impartial and impartial, and shall not act as advocate for any party.”</td>
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<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 11.1</th>
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</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“An arbitral tribunal confirmed under these Rules shall be and remain at all times impartial and independent of the parties.”</td>
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<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 13.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Language</strong>:</td>
<td>“Any arbitrator appointed in an arbitration under these Rules, whether or not nominated by the parties, shall be and remain at all times impartial and impartial.”</td>
</tr>
</tbody>
</table>
(5). Arbitrator may be challenged.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 10.1</th>
<th>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence”</th>
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<tbody>
<tr>
<td>Source:</td>
<td>Rule 11.1</td>
<td>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence”</td>
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<tr>
<td>Source:</td>
<td>Article 11.6</td>
<td>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence, or if the arbitrator does not possess qualifications agreed by the parties, or if the arbitrator becomes de jure or de facto unable to perform his or her functions ...”</td>
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<td>Rule 11.1</td>
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</tr>
<tr>
<td>Source:</td>
<td>Rule 14.1</td>
<td>Language: “Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality ...”</td>
</tr>
</tbody>
</table>

(6). Arbitrator can be replaced.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 13.1</th>
<th>Language: “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source:</td>
<td>Rule 14.1</td>
<td>Language: “In the event of the death or resignation of an arbitrator ... a substitute arbitrator shall be appointed or chosen”</td>
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<tr>
<td>Source:</td>
<td>Article 12.1</td>
<td>Language: “... where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed”</td>
</tr>
<tr>
<td>Source:</td>
<td>Rule 14.1</td>
<td>Language: “In the event of the death, resignation or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed”</td>
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<td>Source:</td>
<td>Article 12.1</td>
<td>Language: “where an arbitrator dies, has been successfully challenged, has been otherwise removed or has resigned, a substitute arbitrator shall be appointed ...”</td>
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<tr>
<td>Source:</td>
<td>Rule 17.1</td>
<td>Language: “In the event of the death, resignation, withdrawal or removal of an arbitrator ..., a substitute arbitrator shall be appointed ...”</td>
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<tr>
<td>(7). Period of time to provide further written statements.</td>
<td>Source: Article 22</td>
<td>Language: “The arbitral tribunal shall decide which further written statements ... shall be required from the parties ... and shall fix the periods of time for communicating such statements.”</td>
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<tr>
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</tr>
<tr>
<td>Source: Rule 17.1</td>
<td>Language: “The arbitral tribunal shall decide which further written Statements ... and ... shall set the periods of time for communicating such statements.”</td>
<td></td>
</tr>
<tr>
<td>Source: Article 20</td>
<td>Source: Rule 17.2</td>
<td>Language: “… the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim…”</td>
</tr>
<tr>
<td>Source: Article 20</td>
<td>Source: Rule 20.2</td>
<td>Language: “… the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim…”</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>(8). Tribunal’s power to rule on its own jurisdiction.</th>
<th>Source: Article 21.1</th>
<th>Language: “The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction.”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source: Rule 25.1</td>
<td>Language: “The Tribunal shall have the power to rule on its own jurisdiction.”</td>
<td></td>
</tr>
<tr>
<td>Source: Article 19.1</td>
<td>Source: Rule 25.2</td>
<td>Language: “The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement.”</td>
</tr>
<tr>
<td>Source: Article 19.1</td>
<td>Source: Rule 28.2</td>
<td>Language: “The Tribunal shall have the power to rule on its own jurisdiction …”</td>
</tr>
<tr>
<td>Section</td>
<td>Source</td>
<td>Language</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>(9). Waiver of rules</td>
<td>Article 30</td>
<td>“A party who knows that any provision of ... these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived his right to object.”</td>
</tr>
<tr>
<td></td>
<td>Rule 33.1</td>
<td>“A party who knows that any provision of ... these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.”</td>
</tr>
<tr>
<td></td>
<td>Article 31</td>
<td>“A party who knows or ought reasonably to know that any provision of, or requirement arising under, these Rules ... has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.”</td>
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<tr>
<td></td>
<td>Rule 37.1</td>
<td>“A party who knows that any provision or requirement under these Rules has not been complied with and proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.”</td>
</tr>
<tr>
<td></td>
<td>Article 32.1</td>
<td>“A party that knows, or ought reasonably to know, that any provision of ... these Rules ... has not been complied with and yet proceeds with the arbitration without promptly stating its objection ... shall be deemed to have waived its right to object.”</td>
</tr>
<tr>
<td></td>
<td>Rule 41.1</td>
<td>“Any party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of these Rules ... shall be deemed to have waived its right to object.”</td>
</tr>
<tr>
<td>(10). Deposit to cover costs</td>
<td>Article 41.1</td>
<td>“The arbitral tribunal ... may request each party to deposit an equal amount as an advance for the costs ...”</td>
</tr>
<tr>
<td></td>
<td>Rule 26.1</td>
<td>“The Tribunal may at any time after it has been constituted direct each party to deposit an equal amount with the Centre as an advance of the costs.”</td>
</tr>
<tr>
<td></td>
<td>Article 40.1</td>
<td>“... HKIAC shall ... request the Claimant and the Respondent each to deposit with HKIAC an equal amount as an advance for the costs”</td>
</tr>
<tr>
<td></td>
<td>Rule 30.2</td>
<td>“30.2 ... 50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent.”</td>
</tr>
<tr>
<td></td>
<td>Article 41.1</td>
<td>“As soon as practicable after receipt of the Notice of Arbitration by the Respondent, HKIAC shall ... request the Claimant and the Respondent each to deposit with HKIAC an equal amount ...”</td>
</tr>
<tr>
<td></td>
<td>Rule 34.2</td>
<td>“Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent.”</td>
</tr>
</tbody>
</table>
(11). Unless parties have agreed otherwise, the tribunal determines the place of arbitration.

**Source:** Article 16.1

**Language:** “Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal.”

(12). The tribunal may appoint expert witnesses.

**Source:** Article 27.1

**Language:** “The arbitral tribunal may appoint one or more experts ...”

(13). Parties can agree on which language(s) to use.

**Source:** Article 17.1

**Language:** “Subject to an agreement by the parties, the arbitral tribunal shall ... determine the language or languages to be used in the proceedings.”

<table>
<thead>
<tr>
<th>Source: Article 16.1</th>
<th>Source: Rule 18.1</th>
<th>Source: Article 14.1</th>
<th>Source: Rule 18.1</th>
<th>Source: Article 14.1</th>
<th>Source: Rule 21.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal.”</td>
<td>Language: “The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines ... that another place is more appropriate.”</td>
<td>Language: “The parties may agree on the seat of arbitration. Where there is no agreement as to the seat, the seat of arbitration shall be Hong Kong.”</td>
<td>Language: “The parties may agree on the seat of arbitration.”</td>
<td>Language: “The parties may agree on the seat of the arbitration.”</td>
<td></td>
</tr>
<tr>
<td>Source: Article 27.1</td>
<td>Source: Rule 23.1</td>
<td>Source: Article 25.1</td>
<td>Source: Rule 23.1.a</td>
<td>Source: Article 25.1</td>
<td>Source: Rule 26.1.a</td>
</tr>
<tr>
<td>Language: “The arbitral tribunal may appoint one or more experts ...”</td>
<td>Language: “Unless otherwise agreed by the parties, the Tribunal may appoint one or more experts ...”</td>
<td>Language: “…the arbitral tribunal, after consulting with the parties, may appoint one or more experts.”</td>
<td>Language: “…the arbitral tribunal, after consulting with the parties, may appoint one or more experts.”</td>
<td>Language: “Unless otherwise agreed by the parties, the Tribunal may ... following consultation with the parties, appoint an expert to report on specific issues ...”</td>
<td></td>
</tr>
<tr>
<td>Source: Article 17.1</td>
<td>Source: Rule 19.1</td>
<td>Source: Article 15.1</td>
<td>Source: Rule 19.1</td>
<td>Source: Article 15.2</td>
<td>Source: Rule 22.1</td>
</tr>
<tr>
<td>Language: “Subject to an agreement by the parties, the Tribunal shall ... determine the language or languages to be used in the proceedings.”</td>
<td>Language: “Subject to an agreement by the parties, the Tribunal shall ... determine the language or languages to be used in the proceedings.”</td>
<td>Language: “Unless the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings.”</td>
<td>Language: “Unless the parties have agreed otherwise, the Tribunal shall determine the language of the arbitration.”</td>
<td>Language: “Unless otherwise agreed by the parties, the Tribunal shall determine the language to be used in the arbitration.”</td>
<td></td>
</tr>
</tbody>
</table>
### (14). A settlement by the parties will be recognized.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 34.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“If the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or ... record the settlement.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 27.7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“In the event of a settlement, the arbitral tribunal may render an award recording the settlement ...”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 36.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 28.8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“In the event of a settlement, if any party so requests, the Tribunal may render a consent award recording the settlement.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 37.2(a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“If the parties settle the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitration or, if requested by the parties and accepted by the arbitral tribunal, record the settlement.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 32.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement.”</td>
</tr>
</tbody>
</table>

### (15). A majority decision is required if there are three arbitrators.

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 31.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“When there are three arbitrators, any award ... shall be made by a majority of the arbitrators.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 27.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 32.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 28.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“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.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Article 33.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“When there is more than one arbitrator, the Tribunal shall decide by a majority.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source:</th>
<th>Rule 32.7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language:</td>
<td>“Where there is more than one arbitrator, the Tribunal shall decide by a majority.”</td>
</tr>
</tbody>
</table>
| (16). Correction of award | **Source:** Article 36.1  
**Language:** “Within thirty days after the receipt of the award, either party ... may request the arbitral tribunal to correct in the award any errors ...” | **Source:** Rule 28.1  
**Language:** “Within thirty (30) days of receipt of the award, ... a party may by notice to the Registrar request the Tribunal to correct in the award any errors in computation, any clerical or typographical errors ...” | **Source:** Article 37.1  
**Language:** “Within 30 days after receipt of the award, a party may ... request the Tribunal to correct in the award any error in computation, any clerical or typographical error ...” | **Source:** Rule 29.1  
**Language:** “Within 30 days after receipt of the award, a party may ... request the Tribunal to correct in the award any error in computation, any clerical or typographical errors, or any errors of similar nature.” | **Source:** Article 38.1  
**Language:** “Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature.” | **Source:** Rule 33.1 |
| (17). Parties can be represented. | **Source:** Article 4  
**Language:** “The parties may be represented or assisted by persons of their choice.” | **Source:** Rule 20  
**Language:** “Any party may be represented by legal practitioners or any other representatives ...” | **Source:** Rule 4.1  
**Language:** “Any party may be represented by legal practitioners or any other representatives.” | **Source:** Article 13.6  
**Language:** “The parties may be represented by persons of their choice ...” | **Source:** Rule 23.1  
**Language:** “Any party may be represented by legal practitioners or any other authorized representatives.” |
| (18). Counter-claims are allowed. | **Source:** Article 19.3  
**Language:** “In his statement of defence, ... the respondent may make a counter-claim arising out of the same contract.” | **Source:** Rule 4.1  
**Language:** “... the respondent may send to the Claimant a Response containing ... a brief statement of the nature and circumstances of any envisaged counterclaims...” | **Source:** Rule 4.2  
**Language:** “Any counterclaim or set-off defence shall to the extent possible be raised with the Respondent's Answer ...” | **Source:** Article 5.3  
**Language:** “Any counterclaim ... shall, to the extent possible, be raised with the Respondent's Answer to the Notice of Arbitration...” | **Source:** Rule 4.2  
**Language:** “The Response may also include the Statement of Defence and a Statement of Counterclaim...” |
(19). Amendments allowed to original claim.

<table>
<thead>
<tr>
<th>Source: Rule 24(1)(d)</th>
<th><strong>Language:</strong> “… the Tribunal shall have the power, on the application of any party or of its own motion, … to allow any party … to amend claims…”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 18.1</td>
<td><strong>Language:</strong> “During the course of the arbitration a party may amend or supplement its claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances.”</td>
</tr>
<tr>
<td>Rule 17.5</td>
<td><strong>Language:</strong> “A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances.”</td>
</tr>
</tbody>
</table>

(20). The tribunal determines the manner in which witnesses are examined.

<table>
<thead>
<tr>
<th>Source: Rule 22.3</th>
<th><strong>Language:</strong> “Any witness who gives oral evidence may be questioned by each of the parties or their representatives, under the control of the Tribunal.”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 22.7</td>
<td><strong>Language:</strong> “The arbitral tribunal is free to determine the manner in which a witness or expert is examined.”</td>
</tr>
<tr>
<td>Rule 22.3</td>
<td><strong>Language:</strong> “Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal may determine.”</td>
</tr>
<tr>
<td>Article 22.5</td>
<td><strong>Language:</strong> “The arbitral tribunal may determine the manner in which a witness or expert is examined.”</td>
</tr>
<tr>
<td>Rule 25.3</td>
<td><strong>Language:</strong> “Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal may determine.”</td>
</tr>
</tbody>
</table>
(21). Parties can choose which substantive law to use in the arbitration.

**Source:** Article 33.1

**Language:** “The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.”

**Source:** Rule 24.1(a)

**Language:** “Unless the parties at any time agree otherwise, ... the Tribunal shall have the power, on the application of any party or of its own motion ... to (a) determine what are the rules of law governing or applicable to any contract, or arbitration agreement or issue between the parties;”

**Source:** Article 35.1

**Language:** “The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties... Failing such designation by the parties, the Tribunal shall apply the law which it determines to be appropriate.”

**Source:** Rule 27.1

**Language:** “The Tribunal shall apply the 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 which it determines to be appropriate.”

**Source:** Article 36.1

**Language:** “The arbitral tribunal shall decide the substance of the dispute in accordance with the rules of law agreed upon by the parties... Failing such designation by the parties, the Tribunal shall apply the rules of law which it determines to be appropriate.”

**Source:** Rule 31.1

**Language:** “The Tribunal shall specify in the Award the total amount of the costs of the arbitration.”

(22). Tribunal can fix costs of arbitration.

**Source:** Article 38

**Language:** “The arbitral tribunal shall fix the costs of arbitration in its award.”

**Source:** Rule 29.1

**Language:** “The costs of the arbitration ... shall be fixed by the Tribunal in its award.”

**Source:** Article 33.1

**Language:** “The arbitral tribunal shall determine the costs of the arbitration in its award.”

**Source:** Rule 31.1

**Language:** “The arbitral tribunal shall determine the costs of the arbitration in one or more orders or awards.”

**Source:** Article 34.1

**Language:** “The arbitral tribunal shall specify in the Award the total amount of the costs of the arbitration.”

**Source:** Rule 35.1

**Language:** “Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration.”
APPENDIX T23

Discontinued Convergence after Analysis 1

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
<th>Analysis 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repetition of hearings if arbitrator replaced</td>
<td><strong>Source:</strong> Article 14</td>
<td><strong>Source:</strong> Rule 15</td>
<td>X</td>
</tr>
<tr>
<td><strong>Language:</strong> “If the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.”</td>
<td><strong>Language:</strong> “If ... the sole or presiding arbitrator is replaced, any hearing held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal.”</td>
<td><strong>Language:</strong> “If ... the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless otherwise agreed by the parties.”</td>
<td><strong>Language:</strong> “If the sole or presiding arbitrator is replaced in accordance with the procedure in Rule 15 to Rule 17, any hearings held previously shall be repeated unless otherwise agreed by the parties.”</td>
</tr>
</tbody>
</table>
Commonly Discarded after Analysis 1

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical delivery qualifies as receipt.</td>
<td><strong>Source:</strong> Article 2.1</td>
<td><strong>Source:</strong> Rule 2.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Language:</strong> “… any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.”</td>
<td><strong>Language:</strong> “… any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee’s last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.”</td>
<td>X</td>
</tr>
</tbody>
</table>
**APPENDIX T25**

Discontinued Convergence after Analysis 3

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 3</th>
<th>Analysis 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity of witnesses required.</td>
<td><strong>Source:</strong> Article 25.2</td>
<td><strong>Source:</strong> Rule 22.1</td>
<td><strong>Source:</strong> Article 22.5</td>
</tr>
<tr>
<td><strong>Language:</strong> “If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he intends to present.”</td>
<td><strong>Language:</strong> “Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses it wishes to call ...”</td>
<td><strong>Language:</strong> “If a witness or expert is to be heard, each party shall communicate to the arbitral tribunal and to the other party the name and address of the witness...”</td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX T26

Convergence in 2013 Due to Changes by One Center

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
<th>Analysis 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>The tribunal will be able to decide as amiable compositeur if the parties have so authorized.</td>
<td>Source: Article 33.2</td>
<td>Source: Rule 27.2</td>
<td>Source: Article 36.2</td>
</tr>
<tr>
<td>Language: “The arbitral tribunal shall decide as amiable compositeur ... only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.”</td>
<td>Language: “The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly agreed that the arbitral tribunal should do so.”</td>
<td>Source: Article 36.2</td>
<td>Language: “The arbitral tribunal shall decide as amiable compositeur ... only if the parties have expressly agreed that the arbitral tribunal should do so.”</td>
</tr>
<tr>
<td></td>
<td>Source: Rule 31.1</td>
<td>Source: Article 34.3</td>
<td>Source: Rule 35.1</td>
</tr>
<tr>
<td>Language: “…the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.”</td>
<td>Language: “The arbitral tribunal may apportion all or part of the costs of the arbitration ...”</td>
<td>Source: Article 34.3</td>
<td>Language: “Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.”</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>The tribunal may apportion the total costs of the arbitration between parties involved.</td>
<td>Source: Article 40.1</td>
<td>Source: Article 33.2</td>
<td>Source: Article 34.3</td>
</tr>
<tr>
<td>Language: “...the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.”</td>
<td>Language: “The arbitral tribunal may apportion all or part of the costs of the arbitration ...”</td>
<td>Source: Article 34.3</td>
<td>Language: “Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.”</td>
</tr>
</tbody>
</table>
| **Interim (emergency) measures available** | **Source:** Article 26.1  
**Language:** “At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute...” | X | **Source:** Article 23.2  
**Language:** “At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.” | **Source:** Rule 26.1  
**Language:** “The Tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate.” | **Source:** Article 23.1  
**Language:** “A party may apply for urgent interim or conservatory relief...” | **Source:** Rule 30.1  
**Language:** “The Tribunal may, at the request of a party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate.” |
|---|---|---|---|---|---|---|
| **Tribunal immune from liability** | **Source:** Rule 32.1  
**Language:** “Neither the Centre nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules, save that the arbitrator (but not the Centre) may be liable for the consequences of conscious and deliberate wrongdoing.” | X | **Source:** Article 43.1  
**Language:** “None of the Council of HKIAC … nor the Secretary General of HKIAC or other staff members of the Secretariat of HKIAC, the arbitral tribunal, any Emergency Arbitrator, tribunal-appointed expert or secretary of the arbitral tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules.” | **Source:** Rule 34.1  
**Language:** “SIAC, including the President, members of its Court, directors, officers, employees or any arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Rules.” | **Source:** Article 46.1  
**Language:** “None of … the arbitral tribunal … shall be liable for any act or omission in connection with an arbitration conducted under these Rules …” | **Source:** Rule 38.1  
**Language:** “Any arbitrator … shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by SIAC …” |
## APPENDIX T27

Convergence in 2013 Due to Mutual Adoption of New Rules

<table>
<thead>
<tr>
<th>Area of Commonality</th>
<th>Analysis 1</th>
<th>Analysis 2</th>
<th>Analysis 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIAC (1985)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIAC (1991)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HKIAC (2013)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIAC (2013)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HKIAC (2018)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIAC (2016)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1). Additional parties can be joined

- **Source:** Article 27.1
  - **Language:** “The arbitral tribunal shall have the power to allow an additional party to be joined to the arbitration...”

(2). Confidentiality is to be maintained

- **Source:** Article 42.1
  - **Language:** “Unless otherwise agreed by the parties, no party may publish, disclose or communicate any information relating to: (a) the arbitration under the arbitration agreement(s); or (b) an award made in the arbitration.”

- **Source:** Rule 24.b
  - **Language:** “the Tribunal shall have the power to allow an additional party to be joined in the arbitration...”

- **Source:** Article 27.1
  - **Language:** “HKIAC shall have the power to allow an additional party to be joined...”

- **Source:** Rule 7.1
  - **Language:** “a party ... to the arbitration may file an application with the Registrar for one or more additional parties to be joined ...”

- **Source:** Rule 35.1
  - **Language:** “The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.”

- **Source:** Article 45.1
  - **Language:** “Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to ... the arbitration...”

- **Source:** Rule 39.1
  - **Language:** “Unless otherwise agreed by the parties, a party and any arbitrator ... shall at all times treat all matters relating to the proceedings and the Award as confidential.”
<table>
<thead>
<tr>
<th>(3). Importance of maintaining fairness.</th>
<th>Source: Article 13.5</th>
<th>Source: Rule 16.1</th>
<th>Source: Article 13.5</th>
<th>Source: Rule 41.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.”</td>
<td>Language: “The Tribunal shall conduct the arbitration in such manner as it considers appropriate, after consulting with the parties, to ensure the fair, expeditious, economical and final determination of the dispute.”</td>
<td>Language: “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.”</td>
<td>Language: “… the President, the Court, the Registrar and the Tribunal shall … shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration…”</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(4). Expedited procedures are available.</th>
<th>Source: Article 41.1</th>
<th>Source: Rule 5.1</th>
<th>Source: Article 42.1</th>
<th>Source: Rule 5.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC in writing for the arbitration to be conducted in accordance with Article 41.2 [expedited procedure]”</td>
<td>Language: “Prior to the full constitution of the Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure…”</td>
<td>Language: “Prior to the constitution of the arbitral tribunal, a party may apply to HKIAC for the arbitration to be conducted in accordance with Article 42.2 [expedited procedure]…”</td>
<td>Language: “Prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule…”</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(5). The tribunal shall conduct the arbitration cost efficiently.</th>
<th>Source: Article 13.5</th>
<th>Source: Rule 16.3</th>
<th>Source: Article 13.5</th>
<th>Source: Rule 19.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language: “The arbitral tribunal … shall do everything necessary to ensure the fair and efficient conduct of the arbitration.”</td>
<td>Language: “As soon as practicable after the appointment of all arbitrators, the Tribunal shall conduct a preliminary meeting with the parties … to discuss the procedures that will be most appropriate and efficient for the case.”</td>
<td>Language: “The arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the arbitration.”</td>
<td>Language: “As soon as practicable after the constitution of the Tribunal, the Tribunal shall conduct a preliminary meeting with the parties … to discuss the procedures that will be most appropriate and efficient for the case.”</td>
<td></td>
</tr>
</tbody>
</table>