



# SCMA ARBITRATION RULES

FOURTH EDITION  
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# SCMA MODEL CLAUSES

## SCMA Arbitration Clause

“Any and all disputes 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 seated in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (“SCMA Rules”) current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.”

NOTE: Under the 4th Edition of the SCMA Rules, in cases where the aggregate amount of claims and counterclaims is equal to or less than USD 300,000 (or such other sum as may be agreed) the arbitration shall be conducted in accordance with the SCMA Expedited Procedure. Where the parties wish to exclude the application of the SCMA Expedited Procedure (Rule 44), the following clause should be added to the SCMA Arbitration Clause above:

“The SCMA Expedited Procedure shall be excluded from applying to the arbitration.”

## SCMA Bunker Arbitration Clause

The Singapore Bunker Claims Procedure (SBC Terms) are a set of arbitration rules/terms specifically designed for the bunkering industry and can be found as part of various Singapore Standards maintained by Enterprise Singapore and the Singapore Standards Council. Parties may use the SCMA Bunker Arbitration Clause in relation to any contract for the sale and/or supply of bunkers:

“Any and all disputes 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 seated in Singapore at the Singapore Chamber of Maritime Arbitration in accordance with the Singapore Bunker Claims Procedure current at the commencement of the arbitration which terms are deemed to be incorporated by reference in this clause.”

## Applicable Law Clause

It is recommended that parties include an applicable law clause in addition to any of the model clauses above. For this purpose, they may adopt the following clause, and should note that they are free to replace Singapore with the laws of any other jurisdiction as may be agreed:

“This contract is governed by the laws of [Singapore].”

## SCMA Arb-Med-Arb Clause

Where parties wish to incorporate mediation as a tiered dispute resolution mechanism as part of any agreed arbitration clause, the parties may include the following additional clause:

“The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the disputes referred to arbitration through mediation at the (Singapore Mediation Centre / Singapore International Mediation Centre / [insert any other recognised mediation institution])\* in accordance with the SCMA AMA Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed in accordance with the SCMA Rules and may be made a consent award on agreed terms.”

\*Delete or amend as applicable. If neither or all are deleted, the Singapore International Mediation Centre shall apply.

## SCMA-BIMCO Law and Arbitration Clause 2020

(Adopted by BIMCO in September 2020. To be used in BIMCO Contracts and Forms)

(a) This contract shall be governed by and construed in accordance with Singapore/English\* law and any dispute arising out of or in connection with this contract shall be referred exclusively to arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be Singapore even where any hearing takes place in another jurisdiction.

\*Delete whichever does not apply. If neither or both are deleted, English law shall apply.

(b) The reference shall be to three (3) arbitrators unless the parties agree otherwise.

(c) The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA).

- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 300,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the SCMA Expedited Procedure.
- (e) The rules and procedures referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

Name of party to this contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party: [insert]

Name of other party to this contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party: [insert]

Either party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other party at the above address (or, if previously amended by notice, the relevant amended addresses).

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

# INDEX

## **I – PRELIMINARY PROVISIONS**

RULE 1: Definitions	1
RULE 2: Scope of Application	2
RULE 3: Notices, Service, Calculation of Periods of Time	2
RULE 4: Party Representatives	3
RULE 5: Language of Arbitration	3

## **II – COMMENCEMENT & CONSTITUTION**

RULE 6: Notice and Commencement of Arbitration	5
RULE 7: Response to Notice of Arbitration	6
RULE 8: Appointment of Tribunal	6
RULE 9: Multi-Party Appointment of Tribunal	8
RULE 10: Independence and Impartiality of Tribunal	8
RULE 11: Challenge to Arbitrator	9
RULE 12: Challenge Procedure	9
RULE 13: Decision on Challenge	9
RULE 14: Appointment of Substitute Arbitrator	10
RULE 15: Proceedings in the Event of the Substitution of Arbitrator(s)	10

## **III – CASE PROCEEDINGS**

RULE 16: Procedure and Communications	12
RULE 17: Case Management Meetings	12
RULE 18: Service of Case Statements	12
RULE 19: Contents of Case Statements	13
RULE 20: Further Written Statements	13
RULE 21: Default in Service of Case Statements	13
RULE 22: Questionnaire	14

RULE 23: Fact Witnesses	14
RULE 24: Experts	14
RULE 25: Hearings	15
RULE 26: Interpreters	15
RULE 27: Closure of Proceedings	16

#### **IV – POWERS & ARBITRAL PROCEDURES**

RULE 28: Duty and Powers	18
RULE 29: Joinder and Related Arbitrations	19
RULE 30: Jurisdiction of the Tribunal	19
RULE 31: Applicable Law	19
RULE 32: Seat of Arbitration	19
RULE 33: Decision Making	20

#### **V - AWARD & TERMINATION**

RULE 34: The Award	22
RULE 35: Currency and Interest	23
RULE 36: Additional Award	23
RULE 37: Correction of Awards	23
RULE 38: Settlement and Termination of Proceedings	24
RULE 39: Costs of Arbitration and Legal Costs	25

**VI – TRIBUNAL'S COSTS**

RULE 40: Tribunal's Fees and Expenses	27
RULE 41: Security for Tribunal's Fees and Expenses	27
RULE 42: Fund Holding	28
RULE 43: Adjournment	28

**VII - EXPEDITED PROCEDURE, COLLISIONS, BUNKER DISPUTES**

RULE 44: Expedited Procedure	30
RULE 45: SCMA Expedited Arbitral Determination of Collision Claims (SEADOCC Terms)	31
RULE 46: Singapore Bunker Claims Procedure (SBC Terms)	31

**VIII - CONFIDENTIALITY & GENERAL PROVISIONS**

RULE 47: Confidentiality	33
RULE 48: Exclusion of Liability	33
RULE 49: Waiver	34
RULE 50: Purposive Approach to Rules	34

<b>SCHEDULE A: QUESTIONNAIRE (RULE 22)</b>	36
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<b>SCMA ARB-MED-ARB PROTOCOL ("SCMA AMA PROTOCOL")</b>	40
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<b>SCMA STANDARD TERMS OF APPOINTMENT</b>	43
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# I – PRELIMINARY PROVISIONS





## **RULE 1**

### **Definitions**

**1.1** These rules shall be referred to as the “SCMA Rules”, or simply the “Rules”.

**1.2** In these Rules:

“Award” includes any partial, interim, final or additional award.

“Chairperson” means the Chairperson of the Singapore Chamber of Maritime Arbitration, or such other person designated by the Chairperson. The office of the Chairperson includes the Chairman or Chairwoman as applicable.

“Chamber” means the Singapore Chamber of Maritime Arbitration and includes any of the Chamber’s officers, employees or agents.

“Expedited Procedure” means the procedure under Rule 44 and includes a reference to the Small Claims Procedure.

“Practice Note” refers to any direction or guideline published by the Registrar from time to time to aid the implementation of these Rules.

“Registrar” means the Registrar of the Chamber and includes the Assistant Registrar. The Registrar when acting on behalf of the Chamber shall (unless otherwise excepted by any other provisions of these Rules or by agreement of the parties) be assumed to have full authority to do all things necessary in the implementation of these Rules.

“SBC Terms” refers to the terms of the Singapore Bunker Claims Procedure referred to in Rule 46 and maintained by the Singapore Standards Council as amended from time to time.

“Schedule of Fees” means the fee schedule maintained by the Chamber which may be amended from time to time.

“SEADOCC Terms” refers to the terms of the SCMA Expedited Arbitral Determination of Collision Claims referred to in Rule 45 and maintained by the Chamber which may be amended from time to time.

“Secretariat” means the Secretariat of the Chamber and includes the Registrar and Assistant Registrar.

“Standard Terms of Appointment” refers to the SCMA Standard Terms of Appointment maintained by the Chamber which may be amended from time to time.

“Tribunal” means either the sole arbitrator, or all the arbitrators when more than one is appointed.

**RULE 2****Scope of Application**

- 2.1** These Rules shall apply to an arbitration agreement whenever parties have so agreed and shall consequently govern the arbitration save that, if any of these Rules conflict with any law of the seat of the arbitration from which the parties cannot derogate, then in such case such applicable law shall prevail.
- 2.2** Unless otherwise agreed, this edition of the Rules shall apply to an arbitration which commences on or after 1 January 2022.

**RULE 3****Notices, Service, Calculation of Periods of Time**

- 3.1** For the purpose of these Rules, any notice or communication shall be in writing and is deemed to have been effectively served and received if it is delivered with proof of delivery or proof of receipt:
- a. to the addressee in person; or
  - b. to the addressee's habitual residence, place of business or physical mailing address; or
  - c. to the addressee's designated electronic mailing address; or
  - d. if none of the above in 3.1a to 3.1c can be found after making reasonable inquiry, then, to the addressee's last-known residence or place of business.
- 3.2** Any notice or communication shall be deemed to have been received on the date indicated on the proof of delivery or proof of receipt.
- 3.3** An addressee's electronic mailing address is deemed to be designated if:
- a. the parties have agreed in writing that correspondence between them is to be sent to such electronic mailing address; or
  - b. such electronic mailing address has been used habitually and effectively between the parties in the course of business relating to the dispute in which the arbitration is commenced.
- 3.4** 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 or communication is delivered. 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 4**

### **Party Representatives**

- 4.1** Where a party is represented by a lawyer or other agent in connection with any arbitral proceedings, all notices, communications or documents required to be served for the purposes of the arbitral proceedings, together with all decisions, orders and Awards made or issued by the Tribunal, shall be treated as effectively served if served on that lawyer or agent.
- 4.2** Subject to Rule 4.4, any party may be represented by any authorised representative (whether or not that person is a legal practitioner). The Tribunal may require proof of a representative's authority as it considers appropriate.
- 4.3** The name and address of each authorised representative shall be notified promptly to the other party or parties, to the Tribunal and to the Secretariat.
- 4.4** Any change by a party to its authorised representative(s) after the Tribunal has been constituted shall be subject to the Tribunal's approval. Approval may only be withheld if the Tribunal is satisfied that there is a substantial risk that such change might prejudice the conduct of the proceedings or the enforceability of any Award.

## **RULE 5**

### **Language of Arbitration**

- 5.1** Unless otherwise agreed by the parties, the language of any arbitration that is commenced or conducted under the Rules shall be English.

# II – COMMENCEMENT & CONSTITUTION



## RULE 6

### Notice and Commencement of Arbitration

**6.1** Any party referring a dispute to arbitration under these Rules (the “Claimant”) shall commence arbitration by serving on the other party (the “Respondent”) a written Notice of Arbitration (the “Notice of Arbitration”). The Notice of Arbitration shall include:

- a. a request that the dispute be referred to arbitration;
- b. the identity of the parties, including the identity of their representatives (if any), to the dispute;
- c. a reference to the arbitration clause or any separate arbitration agreement that is invoked, or alternatively, a copy of such clause or agreement;
- d. a reference to the contract out of, or in relation to, which the dispute arises, including any choice of law clause, or alternatively, a copy of such contract;
- e. where a sole arbitrator is to be appointed, the name and contact details of a nominated arbitrator;\*
- f. where 3 arbitrators are to be appointed, the name and contact details of the Claimant’s party-appointed arbitrator;\*
- g. a brief statement describing the nature of the claim and where possible, an indication of the amount of the claim; and
- h. a statement as to whether the Expedited Procedure in Rule 44 is intended to apply.

**6.2** At the same time the Notice of Arbitration is delivered to the Respondent, the Claimant shall for the purposes of record send a copy of the Notice of Arbitration to the Secretariat electronically at [secretariat@scma.org.sg](mailto:secretariat@scma.org.sg) or such other address as directed by the Registrar by Practice Note. The Notice of Arbitration shall not be invalidated for late or non-compliance with this Rule 6.2.

\* The parties should take note of the Expedited Procedure in which its application is assessed at the time fixed for the service of the Response to the Notice of Arbitration (see Rule 44.1, read with Rules 44.10 & 44.11). For prudence, parties may wish to make alternative proposals in both Rules 6.1e and 6.1f, as well as Rules 7.1b and 7.1c respectively.

**RULE 7****Response to Notice of Arbitration**

- 7.1** Within 14 days of receipt of the Notice of Arbitration, the Respondent shall serve on the Claimant a written Response to the Notice of Arbitration (the “Response”). The Response shall include:
- a. comments in response to all proposals or statements as contained or required in the Notice of Arbitration including whether the Expedited Procedure in Rule 44 is intended to apply;
  - b. where a sole arbitrator is to be appointed, an agreement to the Claimant’s nominated arbitrator, or alternatively, the name and contact details of an alternate nominated arbitrator;\*
  - c. where 3 arbitrators are to be appointed, the name and contact details of the Respondent’s party-appointed arbitrator;\* and
  - d. a brief statement describing the nature of the Respondent’s defence and any counterclaim, and where possible, an indication of the amount of any counterclaim.
- 7.2** At the same time the Response is delivered to the Claimant, the Respondent shall for the purposes of record send a copy of the Response to the Secretariat electronically at [secretariat@scma.org.sg](mailto:secretariat@scma.org.sg) or such other address as directed by the Registrar by Practice Note. The Response shall not be invalidated for late or non-compliance with this Rule 7.2.

**RULE 8****Appointment of Tribunal**

- 8.1** Where the parties have neither agreed to a number of arbitrators nor the procedure for appointment, this Rule 8 shall apply subject always to the application of the Expedited Procedure in Rule 44.
- 8.2** Where the parties have not agreed on the number of arbitrators but have agreed to these Rules, 3 arbitrators shall be appointed.
- 8.3** Where a sole arbitrator is to be appointed, and the parties have been unable to agree on the appointment within 14 days from the date fixed for the service of the Response, the Chairperson shall appoint the sole arbitrator upon the application of any of the parties.
- 8.4** Where the parties have agreed that 3 arbitrators are to be appointed but have not agreed to the procedure for their appointment:
- a. the Claimant shall appoint 1 arbitrator at the time of its service of the Notice of Arbitration, and the Respondent shall appoint 1 arbitrator at the time of its service of the Response to the Notice of Arbitration.

\* See footnote to Rule 6.1 above.

- b. If any party fails to convey to the other party the appointment of its party-appointed arbitrator within 14 days after the date fixed for the service of the Response to the Notice of Arbitration, the Chairperson shall appoint the arbitrator(s) upon application of any of the parties.
- c. Unless the parties expressly agree otherwise, the 2 arbitrators once appointed pursuant to this Rule shall constitute the Tribunal for the time being and may at any time thereafter appoint a third arbitrator so long as this is done before any substantive hearing or without delay if the 2 arbitrators cannot agree on any matter relating to the arbitration.
- d. If the 2 arbitrators cannot agree on any matter relating to the arbitration, and if the 2 said arbitrators do not appoint a third arbitrator within 14 days of one calling upon the other to do so, the Chairperson shall, on application of either arbitrator or of a party, appoint the third arbitrator.

**8.5** If the parties have agreed on any special qualifications required of any arbitrator(s) to be appointed, the parties (or the Tribunal pursuant to Rule 8.4d) shall declare such qualifications to the Chairperson at the time of application and the Chairperson shall have regard to such agreement. In any case, where the Chairperson is exercising powers of appointment pursuant to Rule 8, the Chairperson is not obliged to appoint any candidates proposed.

**8.6** An appointment service fee as set out in the Schedule of Fees is payable to the Chamber for every appointment made by the Chairperson under this Rule. The parties are jointly and severally liable for payment of the appointment service fee. The parties shall bear the appointment service fee in equal proportions in the first instance. A party applying for the appointment may nevertheless at any time pay the full amount of the appointment service fee and seek recovery of it through its claims in the arbitration.

**8.7** Every Tribunal constituted under these Rules shall within 7 days of its appointment inform the Secretariat of its appointment, including the following details:

- a. A brief nature of the dispute;
- b. Identities of the parties;
- c. Counsel (if any); and
- d. Quantum of claim and counterclaim.

- 8.8** The constitution of any Tribunal under these Rules shall not be impeded by any of these circumstances where in such instances, the Tribunal shall proceed as it considers appropriate:
- a. any dispute with respect to the sufficiency of the Notice of Arbitration or the Response which shall be finally resolved by the Tribunal; or
  - b. failure by the Respondent to communicate a Response to the Notice of Arbitration; or
  - c. any challenges raised in respect of the jurisdiction of the Tribunal, which shall be resolved by the Tribunal.

## **RULE 9**

### **Multi-Party Appointment of Tribunal**

- 9.1** Where there are more than 2 parties to the arbitration and a sole arbitrator is to be appointed, the Claimant(s) shall jointly nominate 1 arbitrator and the Respondent(s) shall jointly agree to the Claimant's nomination, or alternatively, the Respondent(s) may jointly nominate 1 arbitrator as required under Rule 7.1b.
- 9.2** Where there are more than 2 parties to the arbitration and 3 arbitrators are to be appointed, the Claimant(s) shall jointly appoint 1 arbitrator and the Respondent(s) shall jointly appoint 1 arbitrator as required under Rules 6.1f and 7.1c.
- 9.3** If the Claimant(s) or the Respondent(s) fail to agree to a sole arbitrator or otherwise fail to convey to the other parties the appointment of their party-appointed arbitrator within 14 days after the date fixed for the service of the last Response to the Notice of Arbitration, the Chairperson shall appoint the arbitrator(s) upon application of any of the parties.

## **RULE 10**

### **Independence and Impartiality of Tribunal**

- 10.1** The Tribunal 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** A prospective arbitrator shall disclose to any party who approaches the arbitrator in connection with the arbitrator's possible appointment, or to the Chairperson in case of any approach by the Secretariat in connection with a possible appointment by the Chairperson, any circumstances likely to give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- 10.3** An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 10.2 above to all parties.



## **RULE 11**

### **Challenge to Arbitrator**

- 11.1** An 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 to by the parties.
- 11.2** A party may challenge an arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

## **RULE 12**

### **Challenge Procedure**

- 12.1** A party who intends to challenge an arbitrator shall deliver to the Tribunal and on the other party or all other parties, whichever is applicable, a Notice of Challenge which shall state the reasons for such challenge.
- 12.2** The Notice of Challenge shall be delivered to the Tribunal and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 11.1 became known to that party.
- 12.3** While the challenge is pending, the Tribunal may continue the arbitration proceedings and make an Award.
- 12.4** When an arbitrator has been challenged by one party, the other party or parties may agree to the challenge. The arbitrator may also, after the challenge, withdraw from office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 8 read with Rule 14, shall be used for the appointment of a substitute arbitrator.

## **RULE 13**

### **Decision on Challenge**

- 13.1** If the other party or parties do not agree to a challenge under Rule 12 and the arbitrator that is challenged does not withdraw, the party who brought the challenge may, after paying the application fee to the Chamber as set out in the Schedule of Fees, refer the matter to the Chairperson for a final decision.
- 13.2** If the Chairperson agrees to the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 8 read with Rule 14.
- 13.3** The decision of the Chairperson under Rule 13.1 shall not be subject to any appeal.

**RULE 14****Appointment of Substitute Arbitrator**

- 14.1 In the event of the death, resignation or removal of any arbitrator, a substitute arbitrator shall be appointed according to the Rules that were applicable to the appointment of the arbitrator that is being replaced.

**RULE 15****Proceedings in the Event of the Substitution of Arbitrator(s)**

- 15.1 In the event of the appointment of any substitute arbitrator, the reconstituted Tribunal shall, at its discretion, decide if, and to what extent, prior proceedings shall be repeated before it.

# III – CASE PROCEEDINGS



## **RULE 16**

### **Procedure and Communications**

- 16.1** The parties may agree to any procedural or evidential matter, including the extension or abbreviation of any time limit provided by these Rules, subject always to the Tribunal's overriding discretion.
- 16.2** All written communications relating to the arbitration that emanate from the Tribunal to any party, or from any party to the Tribunal, shall be copied to all other parties and all members of the Tribunal.

## **RULE 17**

### **Case Management Meetings**

- 17.1** The Tribunal may decide at any stage of proceedings that a case management meeting be convened. The purpose of the case management meeting(s) may include:
- a. to enable the parties and the Tribunal to set out the procedure of the arbitration;
  - b. to review the progress of the arbitration;
  - c. to reach agreement so far as possible in preparation for the conduct of any hearing; and
  - d. where agreement is not reached on any matter, to enable the Tribunal to give such directions as it thinks fit.
- 17.2** The Tribunal shall fix the date, time and place of any meeting in the arbitration, and shall provide reasonable notice to the parties prior to the fixing of any meeting.
- 17.3** A case management meeting may be held in person, by telephone, by video-conference, or in any other manner the Tribunal deems appropriate.
- 17.4** All meetings shall be in private unless the parties agree otherwise.

## **RULE 18**

### **Service of Case Statements**

- 18.1** The Claimant shall deliver to the Tribunal and serve on the Respondent, a Statement of Claimant's Case within 30 days after the appointment of the Tribunal.
- 18.2** The Respondent shall deliver to the Tribunal and serve on the Claimant, a Statement of Respondent's Defence (and Counterclaim, if any) within 30 days after the service of the Statement of Claimant's Case.

- 18.3** If the Claimant intends to challenge anything in the Statement of Respondent's Defence and/or Counterclaim, the Claimant shall then deliver to the Tribunal and serve on the Respondent, a Statement of Claimant's Reply and, if necessary, Defence to Counterclaim, within 30 days after the service of the Statement of Respondent's Defence.
- 18.4** No further case statements shall be served without the leave of the Tribunal.

## **RULE 19**

### **Contents of Case Statements**

- 19.1** Each case statement shall contain the fullest possible details of the party's claim, defence or counterclaim. It shall therefore:
- a. state the full facts and contentions of the law relied upon;
  - b. set out all relief or other remedies sought, together with the amount of all quantifiable claims and detailed calculations;
  - c. state full reasons for denying any allegation or statement of the other party or parties; and
  - d. state fully its own version of events if a party intends to put forward a version of events different from that given by the other party or parties.
- 19.2** A case statement shall be signed by, or on behalf of, the party making it.
- 19.3** All statements referred to in Rules 18 or 20 must be accompanied by all the documents on which that party relies to support its case.

## **RULE 20**

### **Further Written Statements**

- 20.1** The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for delivery and service of such statements.
- 20.2** All such further statements shall be given to the Tribunal and served on the Claimant or Respondent, whichever is applicable.

## **RULE 21**

### **Default in Service of Case Statements**

- 21.1** If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal to serve its Statement of Case, the Tribunal may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.

- 21.2** If the Respondent fails to submit a Statement of Respondent's Defence, the Tribunal may nevertheless proceed with the arbitration and make an Award.

## **RULE 22**

### **Questionnaire**

- 22.1** Unless the parties agree that the reference is ready to proceed to an Award on the exclusive basis of the written submissions that have already been served, the parties shall complete the Questionnaire in the form set out in Schedule A and it shall be delivered to the Tribunal and the other party or parties within 14 days after the time fixed for the service of the Statement of the Claimant's Reply.
- 22.2** The Questionnaire must contain the declaration set out at the end of the document which shall be signed by a properly authorized officer of the party.

## **RULE 23**

### **Fact Witnesses**

- 23.1** The Tribunal shall require each party to give notice of the identity and designation of any fact witness it intends will give evidence whether by written statement or at a hearing.
- 23.2** A fact witness who is called to give evidence at a hearing may be questioned by each party or its representative subject to any rulings made by the Tribunal.
- 23.3** A fact witness may be required by the Tribunal to testify at a hearing under oath or affirmation.
- 23.4** Subject to such order or direction which the Tribunal may make, the testimony of fact witnesses may be presented in written form, either as signed statements or by statements made under oath or affirmation.
- 23.5** If a fact witness does not attend a hearing to give oral evidence when called to do so, the Tribunal may place such weight on the witness' written testimony as it deems fit. The Tribunal shall in any case determine the admissibility, relevance, materiality and weight of the evidence given by any fact witness as it deems fit.

## **RULE 24**

### **Experts**

- 24.1** No party shall adduce expert evidence without the leave of the Tribunal. Where leave is given, the Tribunal shall require the party adducing expert evidence to give notice of the identity and designation of any expert the party intends will submit evidence or who will be called at any hearing.

- 24.2** Unless otherwise agreed by the parties, the Tribunal may:
- a. at parties' cost in such proportion as it deems fit, appoint one or more experts to report to the Tribunal on specific issues; and/or
  - b. require a party to give any expert any relevant information or to produce and provide access to any relevant documents, goods or property for inspection by the expert.
- 24.3** An expert who is called to give evidence at a hearing may be questioned by each party or its representative in such manner the Tribunal deems fit in order to testify on the points in issue.
- 24.4** Subject to such order or direction which the Tribunal may make, the testimony of an expert may be presented in a report, either as a signed statement or by a statement made under oath or affirmation. The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any expert as it deems fit.

## **RULE 25**

### **Hearings**

- 25.1** The Tribunal shall decide if a hearing should be held or if the matter is to proceed on documents only, save that there shall in any event be a hearing so long as any party requests one.
- 25.2** The Tribunal shall fix the date, time and place of any hearing in the arbitration, and shall provide reasonable notice to the parties prior to the fixing of any hearing.
- 25.3** A hearing may be held in person, by telephone, by video-conference or in any other manner the Tribunal deems appropriate.
- 25.4** In the event that a party to the proceedings, without sufficient cause, fails to appear at a hearing of which notice has been given, the Tribunal may proceed with the arbitration and make the Award.
- 25.5** All hearings shall be in private unless the parties agree otherwise.

## **RULE 26**

### **Interpreters**

- 26.1** If required, any party may appoint an interpreter with the leave of the Tribunal.
- 26.2** The interpreter shall be independent of the parties and the party appointing the interpreter shall pay for the interpreter's fees.
- 26.3** If the interpreter is appointed by both parties, the fees will be shared by both parties in such proportion as the Tribunal may determine.

## **RULE 27**

### **Closure of Proceedings**

- 27.1** The Tribunal shall at an appropriate stage declare the proceedings closed and proceed to a final Award. In any event, unless the parties agree or the Tribunal otherwise directs, proceedings shall be deemed to be closed after the lapse of 3 months from the date of any final written submission or final hearing.
- 27.2** The Tribunal may in appropriate circumstances reopen the proceedings at any time before the final Award is made.



# IV – POWERS & ARBITRAL PROCEDURES



## **RULE 28**

### **Duty and Powers**

- 28.1** It is the Tribunal's duty to ensure the fair, expeditious, economical and final determination of the dispute.
- 28.2** The Tribunal shall have the widest discretion in all matters allowed by the seat of the arbitration while having regard to any agreement between the parties.
- 28.3** In addition to the powers defined elsewhere in these Rules or any applicable law for the time being in force, the Tribunal shall have power to:
- a. decide all procedural and evidential matters;
  - b. extend or abbreviate any time limits provided by these Rules;
  - c. allow any party, upon such terms (as to costs and otherwise) as it shall determine, to:
    - i. vary or supplement its claims or counterclaims; and
    - ii. amend any case statement.
  - d. make orders or give directions to any party to provide further information about its case;
  - e. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
  - f. order the parties to make any property or thing available for inspection;
  - g. 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, custody or power which the Tribunal determines to be relevant;
  - h. order samples to be taken from, or any observation to be made from or experiment conducted upon, any property which is or forms part of the subject matter of the dispute;
  - i. receive and take into account such written or oral evidence as it shall determine to be relevant;
  - j. make such orders or give such directions as it deems fit; and
  - k. proceed with the arbitration and make an Award notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's written orders or written directions, or to exercise its right to present its case, but only after giving that party written notice that it intends to do so.

**RULE 29****Joinder and Related Arbitrations**

- 29.1** If the parties so agree, the Tribunal shall have the power to add other parties (with their consent) to the arbitration and make a single final Award determining all disputes between them.
- 29.2** Where 2 or more arbitrations appear to raise common issues of fact or law, the Tribunals may direct that the 2 or more arbitrations be heard concurrently or consecutively. Where such an order is made, the Tribunals may give such directions as the interests of fairness, economy and expedition require, including:
- a. that the documents disclosed by the parties in one arbitration shall be made available to the parties to the other arbitration upon such conditions as the Tribunals may determine; and/or
  - b. that the evidence given in one arbitration shall be received and admitted in the other arbitration(s), subject to all parties being given a reasonable opportunity to comment upon it and subject to such other conditions as the Tribunals may determine.

**RULE 30****Jurisdiction of the Tribunal**

- 30.1** In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules or any applicable law for the time being in force, the Tribunal shall have jurisdiction to:
- a. rule on its own jurisdiction; and
  - b. determine all disputes arising under or in connection with the transaction or the subject of the reference, no matter whether such dispute arises before or after the reference was commenced, always having regard to the scope of the arbitration agreement and any question of law arising in the arbitration.

**RULE 31****Applicable Law**

- 31.1** The Tribunal shall apply the 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 considers applicable.

**RULE 32****Seat of Arbitration**

- 32.1** The seat of arbitration shall be Singapore unless otherwise agreed by the parties. Where the seat of the arbitration is Singapore, the International Arbitration Act (Chapter 143A) shall apply unless otherwise agreed by the parties.

- 32.2** An Award made under these Rules shall be deemed to be made in the seat of arbitration.
- 32.3** Regardless of the seat of the arbitration, all physical hearings and meetings of the arbitration shall by default be held in Singapore save where parties agree otherwise or where the Tribunal otherwise directs.

### **RULE 33**

#### **Decision Making**

- 33.1** Save as provided in Rule 33.2, where a Tribunal has been appointed, any direction, order, decision or Award of the Tribunal shall be made by the whole Tribunal or by a majority. The view of the third arbitrator shall prevail in relation to a decision, order or Award in respect of which there is neither unanimity nor a majority.
- 33.2** Where a third arbitrator has not been appointed, or if the third arbitrator's position becomes vacant, the remaining 2 arbitrators if agreed on any matter, shall have the power to make decisions, orders and Awards.

# V – AWARD & TERMINATION



## **RULE 34**

### **The Award**

- 34.1** Unless otherwise agreed by all parties, the Tribunal shall make its final Award in writing within 3 months from the date on which the proceedings are closed and the Tribunal shall state in the final Award the reasons upon which the Award is based.
- 34.2** By agreeing to arbitration under these Rules, the parties agree that any Award shall be binding on the parties from the date it is made, and undertake to carry out the Award immediately and without delay.
- 34.3** Every Award shall state its date and shall be signed by the Tribunal in accordance with Rule 33. 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 in the Award.
- 34.4** Members of a Tribunal need not meet in person to sign any Award or to effect corrections. Unless any party requires or the Tribunal in its discretion otherwise decides, an Award may be signed electronically and/or in counterparts and assembled into a single electronic document.
- 34.5** Where the Tribunal's fees are not secured or remain outstanding at the time an Award is made or about to be made, the Tribunal shall without delay notify the parties in writing of the outstanding amount of the fees and expenses, and inform that the Award is available to be sent to or for collection (whether electronically or physically) by the parties upon full payment of such amount. The Tribunal shall be entitled to refuse to deliver or release the Award or any copy of it to the parties except upon full payment of its fees and expenses. The Tribunal may in its discretion transmit the Award to the Secretariat and instruct its release to the parties upon full payment of the Tribunal's fees and expenses, or on such lesser terms the Tribunal may decide.
- 34.6** If any Award has not been paid for within 1 month from the date of the notification in Rule 34.5, the Tribunal may give written notice to any party requiring payment of any outstanding fees and expenses of the Tribunal. The party that has been given such notice shall be obliged to pay for and collect the Award within 14 days of the notice.
- 34.7** The Tribunal shall send a copy of any Award to the Secretariat at the time of its transmission to any party, or in any event, within 14 days from the date of such transmission.
- 34.8** Unless any party by notice in writing informs the Secretariat of its objection to publication within 30 days of the transmission of an Award, the Award may be publicised by the Chamber for academic and professional purposes. The publication will be redacted to preserve anonymity as regards the identity of the parties, of their legal or other representatives, and of the Tribunal.

- 34.9** Any party may apply to the Chairperson or the Registrar for the authentication or certification of any SCMA Award. The party making such application shall pay the fee as set out in the Schedule of Fees to the Chamber together with any other required cost towards printing, binding or postage or any other related expense before the release of the authenticated Award or certified copy of the Award.
- 34.10** 3 months after the publication of a final Award, the Tribunal may notify the parties of its intention to dispose of the documents and to close the file, and it will act accordingly unless otherwise requested within 21 days of such notice being given.

## **RULE 35**

### **Currency and Interest**

- 35.1** The Tribunal may make an Award in any currency as it considers appropriate and fair.
- 35.2** The Tribunal may award simple or compound interest on any sum awarded at such rate or rates and in respect of such period or periods both before and after the date of the Award as the Tribunal considers appropriate and fair.

## **RULE 36**

### **Additional Award**

- 36.1** Within 30 days after the receipt of an Award, any party, with notice to the other party or parties, may request that the Tribunal make an additional Award as to claims presented in the arbitral proceedings but omitted from the Award.
- 36.2** If the Tribunal considers the request for an additional Award to be justified and considers that the omission can be dealt with in an additional Award, it shall notify all the parties within 7 days of the receipt of the request that it will make an additional Award, and complete the additional Award within 60 days after the receipt of the request.

## **RULE 37**

### **Correction of Awards**

- 37.1** Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Tribunal request that the Tribunal correct, any errors in computation, any clerical or typographical errors, or any errors of similar nature, in the Award.
- 37.2** If the Tribunal considers the request justified, it shall make the correction(s) by way of an addendum within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.

- 37.3** The Tribunal may correct any error of the type referred to in Rule 37.1 above on its own initiative within 30 days of the date of the Award.

## **RULE 38**

### **Settlement and Termination of Proceedings**

- 38.1** The parties shall notify the Tribunal immediately if the arbitration is settled or otherwise terminated, and where applicable, the parties shall make provision in any settlement for the payment of the costs of the arbitration.
- 38.2** If the parties agree on a settlement of the dispute before the final Award is made, the 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 Award made by consent. The Tribunal is not obliged to give reasons in an Award made by consent.
- 38.3** If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 38.1 above, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection within 30 days after the Tribunal has made its intention known.
- 38.4** Unless a party requires, or the Tribunal in its discretion otherwise decides, copies of the order for termination of the arbitral proceedings or of the Award made by consent may be signed by the Tribunal electronically and/or in counterparts. The Tribunal shall be entitled to refuse to deliver or release the Award made by consent or the order for termination in the same manner as an Award described in Rule 34.5. The Tribunal may in its discretion transmit the order for termination or Award made by consent to the Secretariat and instruct its release to the parties upon full payment of the Tribunal's fees and expenses, or on such lesser terms the Tribunal may decide.
- 38.5** The Tribunal shall send a copy of any Award made by consent or order for termination to the Secretariat at the time of its transmission to any party, or in any event, within 14 days from the date of such transmission.



**RULE 39****Costs of Arbitration and Legal Costs**

- 39.1** The Tribunal shall specify in the final Award, the costs of the arbitration, and decide the proportion in which the parties shall bear such costs.
- 39.2** The “costs of the arbitration” shall include:
- a. the fees and expenses of the Tribunal; and
  - b. the costs of any expert appointed by the Tribunal and any other assistance reasonably required by the Tribunal.
- 39.3** The Tribunal has power to order in any Award that all or part of the legal or other costs of one party shall be paid by another party. The Award shall fix such costs or direct that the costs be assessed by the Tribunal if not agreed by the parties.
- 39.4** When deciding which party shall bear the costs of the arbitration and the legal or other costs of the parties, and the amounts of all such costs, the Tribunal may take into account any unreasonable refusal by a party to participate in mediation and/or accept any settlement offers that were made. Any party may before a final Award is made, provide notice of any settlement offer that has been made in the course of proceedings and the disclosure of such settlement shall be made in accordance with the Tribunal’s directions.

# VI – TRIBUNAL'S COSTS



## **RULE 40**

### **Tribunal's Fees and Expenses**

- 40.1** The parties shall be jointly and severally liable for all fees and expenses incurred by the Tribunal in discharging its duties when appointed in accordance with these Rules.
- 40.2** Unless an arbitrator and the parties otherwise agree, an arbitrator appointed under these Rules and the parties are deemed to have agreed to the Standard Terms of Appointment.
- 40.3** The Tribunal members may in their discretion require interim payment of each member's fees and expenses at appropriate intervals including in accordance with the Standard Terms of Appointment, if they apply. Any such demand for payment shall be addressed to the parties and shall be copied to all other members of the Tribunal.
- 40.4** If any amount due under Rule 40.3 remains unpaid for more than 28 days after payment has been demanded, the arbitrator in their sole discretion may give written notice to the parties and other arbitrators that they will resign from their appointment if such amount still remains unpaid for 14 days after such notification. Without prejudice to ultimate liability for the fees in question, any party may prevent such resignation by paying the amount demanded within the said 14 days. Upon any resignation under this Rule, the arbitrator will be entitled to immediate payment of their fees to date and the arbitrator shall be under no liability to any party for any consequences of the resignation. The Tribunal may abbreviate or extend the time periods provided for under this Rule 40.4 if it considers it appropriate to do so.

## **RULE 41**

### **Security for Tribunal's Fees and Expenses**

- 41.1** A Tribunal is entitled to reasonable security for the costs of arbitration. If a Tribunal exercises the right to request security, it shall advise the parties of its total estimated costs of the arbitration or up to any stage in respect of which security for its costs is required. The Tribunal shall take into account any Practice Note issued in accordance with this Rule when estimating and fixing the amount of security that is requested.
- 41.2** The Tribunal shall have discretion as to when and which party shall provide security for the costs of arbitration and in what proportion. If a party fails to provide security within a reasonable time set, any other party will be given 14 days' notice in which to provide it, failing which, the Tribunal may suspend the arbitration or vacate any hearing dates previously fixed.

- 41.3** Any security provided or payment made in accordance with these provisions shall be without prejudice to ultimate liability as between the parties for the costs of arbitration, and to the parties' joint and several liability to the Tribunal until all outstanding fees and expenses have been paid in full.
- 41.4** The Tribunal may order that any security provided or paid in accordance with these provisions shall be held by the Chamber under Rule 42 or under such other arrangement as agreed by the parties.

## **RULE 42**

### **Fund Holding**

- 42.1** The Tribunal in its discretion may direct that the parties, or the parties by agreement may, engage the Chamber's fund holding service the fees for which shall be set out in the Schedule of Fees. The Secretariat shall administer the fund holding service in accordance with any Practice Note issued under this Rule.

## **RULE 43**

### **Adjournment**

- 43.1** If a hearing is for any reason adjourned part-heard, the Tribunal will be entitled to an interim payment, payable by the parties in equal shares or otherwise as the Tribunal may direct, in respect of any fees and expenses already incurred.

# VII – EXPEDITED PROCEDURE, COLLISIONS, BUNKER DISPUTES



## **RULE 44**

### **Expedited Procedure**

#### **Application**

- 44.1** The Expedited Procedure set out in this Rule 44 shall apply to any dispute referred under these Rules where:
- a. at the time fixed for the service of the Response to the Notice of Arbitration, the aggregate amount of the claim and counterclaim (if any) in dispute is equal to or less than US\$300,000 (excluding interest and costs); or
  - b. the parties agree in writing that their dispute shall be dealt with under this Rule.

#### **Time Abridgment**

- 44.2** For the purposes of service of the case statements referred to in Rule 18, the time limit for each statement shall be reduced to 14 days.

#### **Summary Determination**

- 44.3** The Tribunal shall as soon as practicable after its appointment, proceed to give directions for the determination of the matters in issue summarily.
- 44.4** Unless the Tribunal so requires, there shall be no oral hearing. The oral hearing if so directed shall be held for arguments only and the Tribunal may allocate and limit the time for such a hearing.
- 44.5** Unless the Tribunal requires the production of any document or class of documents it considers relevant for the determination of the matters in dispute, no party may seek any order for the production of evidence, further particulars or interrogatories.
- 44.6** The Tribunal may draw such inferences from any document disclosed or not disclosed as the Tribunal deems appropriate.

#### **Time for Making Award**

- 44.7** The Tribunal shall issue the Award within 21 days either from the date of receipt of all parties' case statements or, if an oral hearing is fixed, from the close of the oral hearing.
- 44.8** Brief reasons shall be given in an Award made under this Expedited Procedure.

#### **Appointment of Arbitrator**

- 44.9** A dispute proceeding under this Expedited Procedure shall be heard by a sole arbitrator and Rule 8.3 shall apply.
- 44.10** Where Rule 44.1a applies, any appointment of a party-appointed arbitrator under Rules 6.1f and 7.1c shall be deemed to be a notice of nomination under Rules 6.1e and 7.1b.

**44.11** Where Rule 44.1a does not in fact apply, then any nomination by a party of an arbitrator for appointment as sole arbitrator under Rules 6.1e and 7.1b shall be deemed to be notice of its appointment of a party-appointed arbitrator under Rules 6.1f and 7.1c respectively.

**44.12** The fees of any arbitrator hearing a dispute under the Expedited Procedure shall be capped at the amount set out in the Schedule of Fees.

#### **Costs**

**44.13** The Tribunal may order that all or part of the legal or other costs of one party shall be paid by another party but the amount of such costs to be paid by that other party shall not exceed the amount set out in the Schedule of Fees.

#### **Applicability of Rules**

**44.14** Save as expressly provided for or modified by this Rule 44, all other provisions of the Rules shall apply mutatis mutandis to any arbitration under the Expedited Procedure.

### **RULE 45**

#### **SCMA Expedited Arbitral Determination of Collision Claims (SEADOCC Terms)**

**45.1** Parties seeking a determination of a dispute arising out of a collision may agree to refer the dispute to the SEADOCC Terms.

**45.2** The fees and costs of an arbitrator appointed under the SEADOCC Terms will be shared equally between the parties regardless of the outcome of the SEADOCC arbitration. The parties shall be jointly and severally liable for payment of all the costs of arbitration.

### **RULE 46**

#### **Singapore Bunker Claims Procedure (SBC Terms)**

**46.1** Whether by agreement to these Rules or otherwise, the parties to any contract for the sale and/or supply of bunkers may agree that the Singapore Bunker Claims Procedure (SBC Terms) as maintained by the Singapore Standards Council shall apply to any or all disputes arising out of or in connection with the contract for the sale and/or supply of bunkers.

**46.2** Where a dispute arises from any contract for the sale and/or supply of bunkers, and the claim and counterclaim do not exceed SGD 100,000, the Registrar may upon the application of a party direct that the dispute be resolved under the SBC Terms.

# VIII – CONFIDENTIALITY & GENERAL PROVISIONS





## **RULE 47**

### **Confidentiality**

- 47.1** The parties and the Tribunal, as well as the Chamber, shall at all times treat all matters relating to the arbitration (including the existence of the arbitration) and the Award as confidential save for the matters in Rule 47.2.
- 47.2** A party, any arbitrator, as well as the Chamber shall not, without the prior written consent of the other party or the parties, as the case may be, disclose to a third party any matter relating to proceedings under these Rules except:
- a. for the purpose of making an application to any competent court;
  - b. for the purpose of or in relation to an application to the courts of any State to enforce the Award;
  - c. pursuant to the order of a court of competent jurisdiction;
  - d. in compliance with the provisions of the laws of any State which is binding on the party making the disclosure;
  - e. in compliance with the request or requirement of any regulatory body or other authority which, if not binding, nonetheless would be observed customarily by the party making the disclosure; or
  - f. to institute or defend any suit arising out of the arbitration proceedings.
- 47.3** The Chamber may, upon the application of a party in respect of a request under Rule 47.2, and with the consent of the Tribunal, issue a certificate certifying the existence and status of the arbitral proceedings upon payment of the fee to the Chamber as set out in the Schedule of Fees.

## **RULE 48**

### **Exclusion of Liability**

- 48.1** The Tribunal and the Chamber shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.
- 48.2** After the final Award has been made and the possibilities of correction and additional Awards have lapsed or been exhausted, neither the Tribunal nor the Chamber shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the Chamber a witness in any legal proceedings arising out of the arbitration.

**RULE 49****Waiver**

- 49.1** Any party which is aware of non-compliance with these Rules 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.

**RULE 50****Purposive Approach to Rules**

- 50.1** In relation to any matters not expressly provided for in these Rules, the Tribunal, Chairperson and Registrar shall act in accordance with the spirit of these Rules.

# **SCHEDULE A: QUESTIONNAIRE (RULE 22)**



## SCHEDULE A: QUESTIONNAIRE (RULE 22)

If not already directed by the Tribunal, the parties or their representatives are required to consult with each other and agree to a proposal for the future procedural course of the reference and submit that agreed proposal to the Tribunal for its approval. If agreement has not been possible, the parties should each provide their own proposals together with this Questionnaire for the Tribunal's consideration and decision.

The parties and their representatives shall answer the following questions and provide the requested information diligently and co-operatively to the fullest possible extent:

1. What is the nature of the claim? A brief description will suffice but any unusual feature should be identified and explained.
2. What is the currently estimated quantum of the claim and of any counterclaim?
3. Have the parties agreed to a list of issues? If not, each party shall define and list the main factual, technical and legal issues requiring determination in the reference.
4. Are any of the agreed or party-defined issues suitable for determination as a preliminary issue? If so, by what means of procedure? What savings of time or costs might be achieved upon preliminary determination of such issue(s)?
5. Is there to be any application for amendment(s) to the claim, defence or counterclaim?
6. Are there any issues of disclosure that remain to be dealt with and does either party have any intention of making a request for production of any documents to any another party?
7. Does any party request an oral hearing for the presentation of evidence or for oral argument in the reference, or is the Tribunal to determine the issues in the arbitration on a documents-only basis?
8. In relation to witness evidence of fact:
  - a. What witness evidence of fact in statement form is intended to be adduced and from whom?
  - b. In the case of each witness, what subjects and/or issues will the evidence of the witness cover?
  - c. By what dates is it proposed such statements should be produced and served?

- d. In the event that the Tribunal directs there is to be a hearing, which witness(es) will be called to give oral evidence at the hearing?
- e. Have the parties considered whether and how factual witness evidence could be restricted, not duplicated and/or the need for it avoided, by agreeing facts or requesting or tendering admissions? A brief report of the consideration given, and any steps taken or to be taken is required.

**9.** In relation to expert evidence:

- a. What expert evidence is needed for the Tribunal to resolve the agreed or defined technical issues (as per identified in question 3)?
- b. What technical issues requiring determination might be resolved by the parties' joint instruction of an agreed (or Tribunal appointed) expert?
- c. What expert evidence does each party otherwise intend to adduce by way of reports and/or oral testimony (if a hearing is ordered) and by when will experts' reports be exchanged?
- d. By when is it proposed a meeting or meetings between experts (and of which experts together dealing with which issues) should take place and by what means; and by when and how an agenda for such meeting should be prepared and the outcome of the meeting recorded?
- e. By what means or procedure should expert witnesses give their evidence at the hearing (if one is ordered)? If some form of witness conferencing is agreed or proposed, how and subject to what protocol (if any) is it proposed it be conducted?

**10.** As to determination on documents alone or if there is to be a hearing:

- a. What, in either case, is the agreed or proposed timetable for the exchange of written submissions?
- b. Is it possible to estimate the length of the hearing, if one is ordered to take place?
- c. When is it proposed such hearing should take place?

11. As to costs:
- a. What legal and other costs have been incurred in the reference by the party thus far? Each party should provide a breakdown.
  - b. What are the estimated future legal and other costs likely to be incurred in the reference up to the publication of an Award? Each party should again provide a breakdown.
  - c. Does either party consider that it is entitled to security for their costs and, if so, in what amount?
12. Mediation:
- a. Does the party consider that the case is suitable for mediation?
  - b. Has mediation been proposed and/or rejected?
  - c. Does the party seek a pause (and if so for how long) in the procedural steps now to be followed, for the possibility of mediation to be explored/undertaken?

DECLARATION (TO BE SIGNED BY A PROPERLY AUTHORISED OFFICER OF THE PARTY COMPLETING THIS QUESTIONNAIRE):

On behalf of the [Claimant/Respondent] I, the undersigned [name] being [state position in organisation] and being fully authorised to make this declaration, confirm that I have read and understood, and agree to, the answers given above.

.....  
Signature

.....  
Date

# SCMA ARB-MED-ARB PROTCOL ("SCMA AMA PROTOCOL")



## SCMA ARB-MED-ARB PROTOCOL (“SCMA AMA PROTOCOL”)

1. This SCMA AMA Protocol shall apply to all disputes submitted for resolution under the SCMA Arb-Med-Arb Clause or other similar clause (“SCMA AMA Clause”) and/or any dispute which parties have agreed to submit for resolution under this SCMA AMA Protocol. Under the SCMA AMA Protocol, parties agree that any dispute settled in the course of the mediation at the Singapore Mediation Centre (“SMC”), Singapore International Mediation Centre (“SIMC”) or any other recognized mediation institution (each of which known as the “Mediation Centre”) shall fall within the scope of their arbitration agreement.
2. A party wishing to commence arbitration under the “SCMA AMA” Clause shall commence arbitration under the SCMA Rules.
3. The parties will inform the Mediation Centre of the arbitration commenced pursuant to an “SCMA 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 “SCMA AMA” Protocol. The parties will send to the Mediation Centre a copy of the notice of arbitration.
4. The Tribunal shall be constituted in accordance with the SCMA 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. The parties will send the Notice of Arbitration and the Response to the Mediation Centre for mediation at the Mediation Centre. Upon the Mediation Centre’s receipt of the documents, the Mediation Centre will inform the parties of the commencement of mediation at the Mediation Centre (the “Mediation Commencement Date”) pursuant to the relevant Mediation Rules applicable at the Mediation Centre. All subsequent steps in the arbitration shall be stayed pending the outcome of mediation at the Mediation Centre.
6. The mediation conducted under the auspices of the Mediation Centre shall be completed within 8 weeks from the Mediation Commencement Date, unless the parties, in consultation with the Mediation Centre, extend the time. For the purposes of calculating any time period in the arbitration proceedings, the time period will stop running at the Mediation Commencement Date and resume upon notification by either party 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 parties in consultation with the Mediation Centre) 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, the Mediation Centre shall promptly inform the parties 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, either party may inform the Tribunal that the arbitration proceeding shall resume. Upon the date of such 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 SCMA Rules.
9. In the event of a settlement of the dispute by mediation between the parties, the Mediation Centre shall inform the parties 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 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 also pay the Mediation Centre administrative fees and expenses for the mediation (“Mediation Advance”) in accordance with the respective Mediation Centre’s Schedule of Fees (“the Deposit”). The quantum of the Deposit will be determined by the Mediation Centre.
11. Where a case is commenced pursuant to the “SCMA AMA” Clause and where parties have agreed to submit their dispute for resolution under the “SCMA AMA Protocol” before the commencement of arbitration proceedings, the Mediation Advance shall be paid upon the submission of the case for mediation at the Mediation Centre.
12. Any party is free to pay the Deposit of the other party, should the other party fail to pay its share. The Mediation Centre shall inform the parties if the Deposit remains wholly or partially unpaid.

# SCMA STANDARD TERMS OF APPOINTMENT



# SCMA STANDARD TERMS OF APPOINTMENT

(For Arbitrators, Pursuant to Rule 40 of the SCMA Rules, 4th Edition)  
1 January 2022

## 1. Purpose and Usage

- 1.1 These Standard Terms of Appointment may be adopted or adapted and signed as provided for by the Arbitrator and the Parties, to signify their agreement to them.
- 1.2 In the absence of express agreement that any other terms of appointment between an Arbitrator and the Parties shall apply, these Standard Terms of Appointment shall be deemed to apply (even if unsigned by the Parties and the Arbitrator), by virtue of the Parties' agreement to arbitrate under the 4th Edition of the SCMA Rules, Rule 40.2 of those rules, and the Arbitrator's acceptance of appointment in the reference.

## 2. Independence and Impartiality

- 2.1 The Arbitrator appointed shall be, and remain at all times, independent and impartial, and shall not advocate for any Party.
- 2.2 The Parties confirm that they waive any possible objection to the appointment of the Arbitrator on the grounds of potential conflict of interest, lack of independence or impartiality in respect of matters known to them at the date of appointment.

## 3. Arbitrator's Fees and Expenses

- 3.1 The Parties shall be jointly and severally liable for all fees and expenses incurred by the Arbitrator in their discharging of duties under the SCMA Rules.
- 3.2 For disputes where the Expedited Procedure applies, the fee cap set out in the Schedule of Fees maintained by the Singapore Chamber of Maritime Arbitration shall prevail over paragraphs 3.3 to 3.6 below.
- 3.3 The Arbitrator may charge a reasonable appointment fee for accepting appointment under a reference.
- 3.4 The Arbitrator shall be remunerated by the Parties for work done in connection with the arbitration at such hourly and/or daily rates as agreed by the Arbitrator with their appointing party prior to appointment; or at such reasonable rate or rates as may subsequently be agreed or, in default of agreement, as determined by a Sole Arbitrator in accordance with clause 6 below.

- 3.5** Travel time shall be chargeable at half the hourly rate (if not working on the reference; otherwise work whilst travelling shall be charged at the hourly rates agreed).
- 3.6** Rates of remuneration agreed prior to appointment of the Arbitrator will apply for one year after the arbitration was commenced but may be reviewed by the Arbitrator after that time if the arbitration is continuing.
- 3.7** Unless cancelled by reason of the Arbitrator's inability to attend a hearing, cancellation fees shall apply and be payable in relation to dates booked for hearing of the matter, in accordance with the following scale:

<b>Cancellation</b>	<b>Daily Rate x No. of Days</b>
<b>On vacation of hearing dates less than 12 weeks before date fixed for commencement of hearing</b>	<b>30%</b>
<b>On vacation of hearing dates less than 4 weeks before date fixed for commencement of hearing</b>	<b>50%</b>
<b>On vacation of hearing dates on or after date for commencement of hearing</b>	<b>100%</b>

- 3.8** Fees are payable free of any domestic or withholding taxes imposed by the authorities on any party or by authorities at the place of arbitration. Sales or service tax (VAT/GST) or other similar taxes or charges, where payable in accordance with the local laws, shall be borne by the Parties.
- 3.9** The Arbitrator shall be reimbursed in respect of all disbursements and charges incurred in connection with the arbitration (including but not limited to travel expenses, telephone, delivery including by courier, printing and photocopying; and the costs and expenses of any expert advice or other assistance). Travel expenses if incurred shall be based on:
- i) Flexible business class return airfare;
  - ii) Hotel expenses at business class hotels for duration of hearing plus 2-nights (if needed);
  - iii) Airport/hotel car transfer; and
  - iv) All other out-of-pocket expenses incurred in consequence of discharging the duties of the appointment.

- 3.10** The Arbitrator may bill for reimbursement of disbursements as and when they are incurred and may submit periodic invoices in respect of work done. Payments due to the Arbitrator may be made forthwith by drawdown from the deposits provided for in Clause 4 below. Invoices rendered by the Arbitrator shall, in any event be paid within 14 days of being rendered.
- 3.11** Expenses relating to administrative and support services engaged for the purposes of the arbitration, including but not limited to the cost of hearing rooms transcription, document management and display systems and any similar necessary services, shall be paid for and arranged by the Parties, in accordance with any directions given by the Arbitrator(s).

#### **4. Security for Arbitrator Fees**

- 4.1** Without derogation from the Tribunal's powers under Rule 41 of the SCMA Rules 4th Edition, which Rule shall apply in full and prevail in case of any inconsistency between it and this clause 4:
- i) The Arbitrator shall be entitled at any time to require that the Parties establish a deposit for fees and expenses of the Tribunal in such amount as the Arbitrator may determine in the exercise of the power to do so under Rule 41. Such required deposits are to be paid (including in addition all fundholding charges) into the designated bank account of the SCMA to be held under the Terms of the SCMA Fundholding Agreement set forth in the relevant practice note to the SCMA Rules 4th Edition, effective at the date of the deposits required; or are to be paid and held under such other fundholding arrangement that the Arbitrator may direct or approve.
  - ii) The Arbitrator will review the adequacy of the deposits from time to time and may request the Parties to make supplementary deposits.
  - iii) The unused balance held on deposit at the end of the arbitration shall be returned to the parties as directed by the Arbitrator.

#### **5. Exclusion of Liability, Release and Indemnity:**

- 5.1** Without prejudice to or derogation from any applicable statutory immunity, each of the Parties agree that the Arbitrator, shall not be liable for:
- i) negligence in relation to anything done or omitted to be done in connection with this arbitration; and
  - ii) any mistake of law, fact or procedure made during these arbitral proceedings or in the making of an award.

- 5.2** For the avoidance of doubt, the Parties agree not to hold the Arbitrator liable to any Party howsoever for any act or omission in connection with this arbitration and release the Arbitrator to the fullest extent permitted by law, except in the case of fraud.
- 5.3** The Parties shall, jointly and severally indemnify the Arbitrator from and against all claims, actions, suits, proceedings, disputes, differences, demands, costs, expenses and damages of any kind, excepting fraud by the Arbitrator, arising out of or in any way referable to any act or omission by the Arbitrator, in relation to or concerning the arbitral proceedings.

## **6. Law and Jurisdiction:**

- 6.1** These terms shall be governed by the Law of Singapore. Any dispute arising out of or in connection with these terms shall be referred to arbitration in Singapore before a Sole Arbitrator agreed by the Parties; or, in default of agreement, appointed by the Chairman of the SCMA.

### **If Signed by the Parties:**

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Claimant

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Respondent

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Name of Authorized Signatory

-----  
Name of Authorized Signatory

-----  
Company / Firm

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Company / Firm

-----  
Designation

-----  
Designation

-----  
Date

-----  
Date

### **Signed by the Arbitrator:**

-----  
Arbitrator

-----  
Date

Place of arbitration as specified in the arbitration agreement or determined in accordance with the applicable law. Dated as above or if not signed and dated, deemed to be signed at the date of appointment of the Arbitrator.



## **Singapore Chamber of Maritime Arbitration (SCMA)**

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