



SINGAPORE INTERNATIONAL
MEDIATION CENTRE

SIAC – SIMC Arb-Med-Arb 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 _____.

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.

SIAC-SIMC ARB-MED-ARB PROTOCOL ("AMA Protocol")

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. 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 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.