



September 2015

Singapore International Arbitration Centre Releases New Model Clause

The Singapore International Arbitration Centre (SIAC), one of the leading Asian international arbitral institutions, recently released a revised model arbitration clause. The revisions harmonize the new model clause with SIAC's former model clause for contracts involving parties from China in order to provide a single model clause. The revisions also include new language on making an express choice concerning the arbitral seat to avoid any potential confusion since SIAC is administering a growing number of cases seated outside of Singapore.

The new model clause provides as follows:

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 _____.

* 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.

In addition to releasing a new model clause, SIAC is also in the process of reviewing its arbitration rules with a revised version scheduled for release in mid-2016. SIAC last updated its rules in 2013.

SIAC's caseload has been growing in recent years. It administered 222 new cases in 2014 in a variety of sectors, including commercial, trade, shipping/maritime, corporate, and construction/engineering disputes. The top 10 countries involved in these cases (excluding Singapore) were China, United States, India, Hong Kong, Malaysia, United Kingdom, South Korea, Australia, Indonesia, and Thailand.

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