



ASIAN INTERNATIONAL ARBITRATION CENTRE
(Formerly known as KLRCA)

FAST TRACK ARBITRATION RULES

REGIONAL RESOLUTION
GLOBAL SOLUTION

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ARBITRATION RULES

(Effective as of 9th March 2018)

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MODEL ARBITRATION CLAUSE

“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 accordance with the AIAC Fast Track Arbitration Rules.”

Recommended additions:

- *The seat of arbitration shall be [...].*
- *The language to be used in the arbitral proceedings shall be [...].*
- *This contract shall be governed by the substantive law of [...].*

MODEL SUBMISSION AGREEMENT

Parties wishing to substitute an existing arbitration clause for one referring the dispute to arbitration under the AIAC Fast Track Arbitration Rules may adopt the following form of agreement:

“The Parties hereby agree that the dispute arising out of the contract dated _____ shall be settled by arbitration under the AIAC Fast Track Arbitration Rules.”

This form may also be used where a contract does not contain an arbitration clause.

**FAST TRACK ARBITRATION RULES OF THE
ASIAN INTERNATIONAL ARBITRATION CENTRE
(MALAYSIA) (AIAC) IN FORCE AS OF
9th MARCH 2018**

Under any arbitration agreement referring to the AIAC Fast Track Arbitration Rules the Parties shall be deemed to have agreed that the following rules, or such amended rules, in force on the date of the commencement of the arbitration shall be applied unless otherwise agreed by the Parties.

The English text prevails over other language versions.

Any reference to the Kuala Lumpur Regional Centre for Arbitration (KLRCA) in any written law or in any instrument, deed, title, document, bond, agreement or working arrangement shall, after the 28th February 2018, be construed as a reference to the AIAC.

All approvals, directions, notices, guidelines, circulars, guidance notes, practice notes, rulings, decisions, notifications, exemptions and other executive acts, howsoever called, given or made by the KLRCA before 28th February 2018, shall continue to remain in full force and effect, until amended, replaced, rescinded or revoked.

GUIDE TO AIAC FAST TRACK ARBITRATION RULES

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Guide to AIAC Fast Track Arbitration Rules

1. The English text prevails over other language versions.
2. Definitions used in the AIAC Fast Track Arbitration Rules:

“AIAC” means Asian International Arbitration Centre (Malaysia);

“arbitral tribunal” means a sole arbitrator or a panel of arbitrators appointed pursuant to the AIAC Fast Track Arbitration Rules;

“award” means a decision of the arbitral tribunal and includes any final award and any award on costs or interest but does not include interlocutory orders and interim or partial awards;

“days” means calendar days and includes weekends and public holidays;

“Director” means the Director of the AIAC;

“domestic arbitration” means any arbitration which is not an international arbitration;

“GST” means the Goods and Services Tax as prescribed by law;¹

“international arbitration” means an arbitration where –

- (a) one of the parties to an arbitration agreement, at the time of the conclusion of that agreement, has its place of business in any State other than Malaysia;

¹ Any reference in these rules to GST shall, after 1st September 2018, be construed as a reference to Sales and Service Tax (SST).

- (b) one of the following is situated in any State other than Malaysia in which the Parties have their places of business:
 - (i) the seat of arbitration if determined in, or pursuant to, the arbitration agreement;
 - (ii) any place where a substantial part of the obligations or other relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or
- (c) the seat of arbitration, if determined in, or pursuant to, the arbitration agreement is situated outside the State in which the Parties have their place of business; or
- (d) the Parties have expressly agreed that the subject-matter of the arbitration agreement relates to more than one sovereign State.

“Party” or “Parties” means a party or parties to an arbitration agreement or, in any case where an arbitration does not involve all parties to the arbitration agreement, means a party or parties to the arbitration;

“Rule” or “Rules” shall refer to the numbered provisions of the AIAC Fast Track Arbitration Rules.

Part I

AIAC FAST TRACK ARBITRATION RULES

(Effective as of 9th March 2018)

AIAC Fast Track Arbitration Rules

Rule 1 General

1. Where the Parties have agreed that the AIAC Fast Track Arbitration Rules will apply, whether before or after a dispute arises:
 - (a) any present or future dispute between the Parties shall be settled or resolved by arbitration in accordance with the AIAC Fast Track Arbitration Rules;
 - (b) the arbitration shall be conducted and administered by the AIAC in accordance with the AIAC Fast Track Arbitration Rules; and
 - (c) if the seat of the arbitration is Malaysia:
 - (i) Section 41, Section 42, Section 43² and Section 46 of the Malaysian Arbitration Act 2005 (as amended) shall not apply;
 - (ii) for the purposes of Section 7 of the Malaysian Arbitration Act 2005 (as amended), the time limit for any objection shall be 7 days;
 - (iii) for the purposes of Section 15(1) of the Malaysian Arbitration Act 2005 (as amended), the time limit for any challenge shall be 7 days.
2. The AIAC Fast Track Arbitration Rules applicable to the arbitration shall be those in force at the time of commencement of the arbitration unless otherwise agreed by the Parties.

² Sections 42 & 43 of the Malaysian Arbitration Act 2005 (as amended) were repealed by the Arbitration (Amendment) (No. 2) Act 2018.

Rule 2

Commencement of Arbitration

1. The Party or Parties initiating arbitration under the AIAC Fast Track Arbitration Rules shall submit a request in writing to commence arbitration (the “**Commencement Request**”). The Commencement Request shall be accompanied by the following:
 - (a) a copy of the notice of arbitration as described in Rule 10 accompanied by a proof of service of the notice of arbitration on all other Parties;
 - (b) a copy of the response to the notice of arbitration as described in Rule 11 (if any);
 - (c) a copy of the Parties’ agreement as to the joint nomination of the arbitral tribunal (if any) or, failing such agreement, a Party’s request to the Director to appoint the arbitral tribunal, or, if the arbitral tribunal consists of three arbitrators, a Party’s nomination of the first arbitrator; and
 - (d) a proof of payment of the non-refundable registration fee amounting to USD530.00 or its equivalent in another currency in an international arbitration and RM530.00 in a domestic arbitration.³
2. The date on which the Director has received the Commencement Request with all accompanying documentation shall be treated as the date on which the arbitration has commenced. The AIAC will notify the Parties of the date of commencement of the arbitration.

³ The amounts are inclusive of 6% GST.

Rule 3**Written Notifications or Communications**

1. For the purposes of the AIAC Fast Track Arbitration Rules, notices, statements, submissions or other documents used in arbitration may be delivered personally to the Party by leaving the document at the Party's habitual residence, place of business or mailing address; or, if none of these can be ascertained after making reasonable enquiry, then documents may be delivered by leaving them at the Party's last known residence or place of business.
2. If a Party is represented by an advocate and solicitor or any other authorised agent in respect of the arbitral proceedings, all notices or other documents required to be given or served for the purposes of the arbitral proceedings together with all decisions, orders and awards made or issued by the arbitral tribunal shall be treated as effectively served if served on that advocate and solicitor or authorised agent.
3. The date that a Party has had or ought to reasonably have had notice of a document is deemed to be the date that the particular document is delivered to that Party. Delivery of documents to the AIAC or its officers shall be in accordance with the AIAC Fast Track Arbitration Rules.
4. Without prejudice to the effectiveness of any other form of written communication, written communication may be by fax, email or any other means of electronic transmission effected to a number, address or site of a Party. The transmission is deemed to have been received on the day of transmission.

Rule 4**Appointment**

1. Where the AIAC Fast Track Arbitration Rules apply, the Director shall be the appointing authority.
2. The Parties are free to determine the number of arbitrators.
3. If the Parties fail to determine the number of arbitrators, the arbitral tribunal shall consist of a sole arbitrator.
4. If the Parties have agreed that a sole arbitrator is to be appointed or if the Parties have failed to determine the number of arbitrators, the procedure for the appointment, unless the Parties have agreed otherwise, shall be:
 - (a) the Parties are free to agree on the sole arbitrator and jointly nominate the arbitral tribunal for the Director's confirmation; or
 - (b) if within 10 days after the other Party's receipt of the notice of arbitration, the Parties have not reached an agreement as to the joint nomination of the arbitral tribunal, any Party may request for the arbitral tribunal to be appointed by the Director.
5. If the Parties have agreed that three arbitrators are to be appointed, the procedure for the appointment, unless the Parties have agreed otherwise, shall be:
 - (a) each Party shall nominate one arbitrator for the Director's confirmation, and the two confirmed arbitrators shall choose the third arbitrator, who will act as the presiding arbitrator of the arbitral tribunal;
 - (b) if within 10 days after the other Party's receipt of the notice of arbitration, the other Party has not notified the first Party of the arbitrator it has nominated for the Director's confirmation, the

first Party may request the Director to appoint the second arbitrator; and

- (c) if within 10 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 the Director.
6. If the Director, upon the request of a Party is to appoint a sole arbitrator, or a member of the arbitral tribunal, the Director shall appoint the arbitrator in accordance with the AIAC Fast Track Arbitration Rules. In doing so, the Director at his own discretion may seek such information from the Parties as the Director deems appropriate and exercise other powers as vested in the Director by the AIAC Fast Track Arbitration Rules.
 7. Where the Parties have agreed that any arbitrator is to be appointed by one or more Parties, or by any authority agreed by the Parties, including where any arbitrator has been already appointed, that agreement shall be treated as an agreement to nominate an arbitrator under the AIAC Fast Track Arbitration Rules and shall be subject to confirmation by the Director at his own discretion.

Rule 5

Independence and Impartiality of the Arbitral Tribunal

1. The arbitral tribunal conducting arbitration under the AIAC Fast Track Arbitration Rules shall be and remain at all times independent and impartial.
2. The arbitral tribunal shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the Parties unless they have already been informed by him or her of these circumstances.

3. If following such disclosure any Party objects to the arbitrator continuing to act, then that Party shall notify the other Party, the arbitral tribunal and the Director in writing. The notification shall state the reasons for the objection.
4. The other Party or Parties and the arbitrator whose replacement is sought may comment in writing on the objection within three days of receipt of the objection.
5. Upon consideration of the objection and any comments on it, the arbitrator, whose replacement is sought, shall, in consultation with the Director, continue with the arbitration or resign, and notify the Parties and the Director of his or her decision.

Rule 6

Replacement of the Arbitral Tribunal

1. In any event, when an arbitrator has to be replaced during the course of the proceedings, the Director shall appoint the new arbitrator within three days from the date when the arbitrator notified the Parties and the Director of his resignation. In these circumstances, all Parties shall be deemed to have waived their right to nominate the arbitral tribunal.
2. If the arbitral tribunal is replaced, the proceedings shall resume at the stage where the arbitral tribunal that was replaced ceased to perform its functions, unless the arbitral tribunal decides otherwise.

Rule 7

Jurisdiction and Powers of the Arbitral Tribunal

1. The arbitral 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 that forms part of a contract 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 shall not entail automatically the invalidity of the arbitration clause.

2. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the statement of reply to the counterclaim or to the claim for the purpose of a set-off. A Party is not precluded from raising such a plea by the fact that it has asked the Director to appoint the arbitral tribunal or participated in the nomination of the arbitral tribunal. 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 arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The arbitral tribunal will rule on a plea referred to in Rule 7(2) in its award. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.
4. The arbitral tribunal may conduct the arbitration in such manner as it deems appropriate. In particular, the arbitral tribunal may, unless otherwise agreed by the Parties:
 - (a) limit or extend the time available for each Party to present its case subject to provisions of Rule 22;
 - (b) conduct such enquiries as may appear to the arbitral tribunal to be necessary or expedient, including whether and to what extent the arbitral tribunal shall itself take the initiative in identifying relevant issues applicable to the dispute;

- (c) conduct enquiries by inviting the Parties to make their respective submissions on such issues;
- (d) order the Parties to make any property items, goods or sites in their possession or control, which the arbitral tribunal deems relevant to the case, available for inspection;
- (e) order any Party to produce any documents in its possession or control which the arbitral tribunal deems relevant to the case, and to supply these documents and/or their copies to the arbitral tribunal and to the other Parties;
- (f) decide whether or not to apply any rules of evidence as to the admissibility, relevance or weight of any material tendered by a Party on any issue of fact or expert opinion, and to decide the time, manner and form in which such material shall be exchanged between the Parties and presented to the arbitral tribunal;
- (g) award simple or compound interest from such date, at such rate and with such rest as the arbitral tribunal considers appropriate, for any period ending not later than the date of payment on the whole or any part of:
 - (i) any sum which is awarded by the arbitral tribunal in the arbitral proceedings;
 - (ii) any sum which is in issue in the arbitral proceedings but is paid before the date of the award; or
 - (iii) costs awarded or ordered by the arbitral tribunal in the arbitral proceedings.

Rule 8

Seat of Arbitration

1. The Parties may agree on the seat of arbitration. Failing such agreement, the seat of arbitration shall be Kuala Lumpur, Malaysia unless the arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate.
2. Unless otherwise agreed by the Parties, the arbitral tribunal may also meet at any location it deems appropriate for any purpose, including hearings.
3. Unless otherwise agreed by the Parties, if any hearing, meeting, or deliberation is held elsewhere than at the seat of arbitration, the arbitration shall be deemed to have taken place at the seat of arbitration.

Rule 9

Language

The Parties may agree on the language of arbitration. Failing such agreement, the language of arbitration shall be English, unless the arbitral tribunal determines, having regard to the circumstances of the case, that another language is more appropriate.

Rule 10

Notice of Arbitration

1. The notice of arbitration shall contain:
 - (a) a demand that the dispute be referred to arbitration in accordance with the AIAC Fast Track Arbitration Rules;
 - (b) the names, mailing addresses, telephone and facsimile numbers of the Claimant and its counsel (if any);

- (c) identification of the arbitration agreement that is invoked;
 - (d) identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - (e) a brief summary of the facts in respect of which the Parties are in dispute;
 - (f) a brief summary of the claim and indication of the amount involved, if any;
 - (g) the relief or remedy sought;
 - (h) a proposal for the joint nomination of the arbitral tribunal or a proposal as to the first arbitrator to be confirmed by the Director.
2. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Rule 11

Response to the Notice of Arbitration

1. The Respondent shall communicate its response to the notice of arbitration in writing to the Claimant, within a period of time set out in Rule 21(1).
2. The response to the notice of arbitration shall contain:
 - (a) the names, mailing addresses, telephone and facsimile numbers of the Respondent and its counsel (if any);
 - (b) a response to the information set forth in the notice of arbitration, pursuant to Rule 10(1), paragraphs (c)–(g);

- (c) an agreement as to the Claimant's proposal for the joint nomination of the arbitral tribunal or rejection of such proposal or a proposal as to the second arbitrator to be confirmed by the Director.
- 3. The response to the notice of arbitration may also contain:
 - (a) any plea that an arbitral tribunal to be appointed lacks jurisdiction;
 - (b) a brief description of counterclaims or claims for the purpose of set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought.
- 4. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the Respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Rule 12

Statement of Claim

- 1. The Claimant shall communicate its statement of claim in writing to the Respondent, all other Parties, the arbitral tribunal and the Director within a period of time set out in Rule 21(1).
- 2. The Claimant may elect to treat its notice of arbitration pursuant to Rule 10 as a statement of claim, provided that the notice of arbitration also complies with the requirements of Rule 12(3)–(5) below.
- 3. The statement of claim shall include the following particulars:
 - (a) the names, mailing addresses, telephone and facsimile numbers of the Parties and their counsel (if any);

- (b) a statement of facts supporting the claim;
 - (c) the points at issue;
 - (d) the relief or remedy sought;
 - (e) the legal grounds or arguments supporting the claim.
4. A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the statement of claim.
 5. The statement of claim shall be accompanied by all documents and other evidence relied upon the Claimant.

Rule 13

Statement of Defence

1. The Respondent shall communicate its statement of defence in writing to the Claimant, the arbitral tribunal and the Director within a period of time set out in Rule 21(1).
2. The Respondent may elect to treat its response to the notice of arbitration referred to in Rule 11 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of Rule 13(3) below.
3. The statement of defence shall reply to the particulars of the statement of claim set out in Rule 12(3)(b)–(e).
4. The statement of defence shall be accompanied by all documents and other evidence relied upon by the Respondent.
5. The provisions of Rule 12(3)–(5) shall apply to a counterclaim and a claim relied on for the purpose of a set-off.

Rule 14**Amendments to the Claim or Defence**

During the course of the arbitral proceedings, a Party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other Parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

Rule 15**Further Written Submissions**

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.

Rule 16**Documents-only Arbitration**

1. Where the Parties have expressly agreed in writing to a documents-only arbitration, the arbitral tribunal shall, upon receipt of the final written submissions proceed and consider the dispute and publish the award within the period of time set out in Rule 21(1)(g).
2. Where the aggregate amount of dispute is less than USD75,000.00, or its equivalent in another currency, or is unlikely to exceed USD75,000.00, or its equivalent in another currency, in an international arbitration; or is less than RM150,000.00 or is unlikely to exceed RM150,000.00 in a domestic arbitration, the arbitration shall proceed as a documents-only arbitration, unless the arbitral

tribunal deems it necessary to proceed by way of substantive oral hearings upon consultation with the Parties.

Rule 17

Case Management Meeting

1. Where the arbitration is not a documents-only arbitration, the arbitral tribunal shall convene a case management meeting subject to the provisions of Rule 21(1).
2. The purpose of the case management meeting is to:
 - (a) discuss and agree upon issues in dispute;
 - (b) agree on the production and exchange of any written submissions to be done in shorter and/or longer periods of time than those set out in Rule 21(1), subject to the provisions of Rule 22;
 - (c) discuss and agree on any legal disclosure obligation;
 - (d) make provision for such other planning and administrative arrangements as are necessary and appropriate to enable the arbitration to proceed.
3. Where the arbitration is not a documents-only arbitration, the arbitral tribunal may if appropriate in all the circumstances, dispense with the case management meeting but shall no later than 10 days from the date when the AIAC notified the Parties of commencement of the arbitration, issue such directions as to the conduct of an arbitration as the arbitral tribunal deems necessary.
4. For the avoidance of any doubt, physical presence by the Parties and/or their counsel for case management meeting is not required unless, in exceptional circumstances, the arbitral tribunal deems it necessary.

5. The Parties irrevocably waive their rights to any form of appeal, review or recourse to any court or other judicial authority, on the basis of an arbitral tribunal's decision to dispense with the case management meeting, to the validity and/or enforcement of any award made by the arbitral tribunal, insofar as such waiver can validly be made.

Rule 18

Substantive Oral Hearings

1. Where the arbitration is not a document-only arbitration, the arbitral tribunal shall conduct the substantive oral hearings subject to the provisions of Rule 21(1).
2. In the event of substantive oral hearings, the arbitral tribunal shall give the Parties adequate advance notice of the date, time and place thereof.
3. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.
4. Substantive oral hearings shall be held in camera unless the Parties agree otherwise.
5. If without sufficient cause a Party fails to attend or be represented at any of the substantive oral hearings of which due notice was given or where a Party fails after a due notice to submit written evidence or lodge written submissions, the arbitral tribunal may continue the proceedings in the absence of that Party or, as the case may be, without any written evidence or written submission on its behalf, and deliver an award on the basis of the evidence before the arbitral tribunal.
6. For the avoidance of any doubt, physical presence by the Parties and/or their counsel for substantive oral hearings is not required unless, in exceptional circumstances, the arbitral tribunal deems it necessary.

7. The Parties irrevocably waive their rights to any form of appeal, review or recourse to any court or other judicial authority, on the basis of an arbitral tribunal's decision to continue the proceedings pursuant to Rule 18(6), to the validity and/or enforcement of any award made by the arbitral tribunal, insofar as such waiver can validly be made.

Rule 19

Award

1. The arbitral tribunal shall declare the proceedings closed following final oral or written submissions, as the case may be. The arbitral tribunal's declaration and the date on which the proceedings are closed shall be communicated in writing to the Parties and to the Director. After this date, the Parties may not submit any further evidence or make any further submission with respect to the matters to be decided in the award.
2. The award shall be reasoned, signed by the arbitral tribunal and contain the date and the seat where it was made.
3. The arbitral tribunal shall publish the award within a period of time set out in Rule 21(1)(g).
4. The arbitral tribunal shall deliver sufficient copies of the award to the Director. The Director shall notify the Parties of its receipt of the award from the arbitral tribunal and shall release the award to the Parties upon the full settlement of the deposits.
5. The award shall be deemed to have been received by the Parties upon collection by hand by an authorised representative or upon delivery by registered post.
6. If the Parties reach a settlement after the arbitration has commenced, the arbitral tribunal shall, if so requested by the Parties, record the settlement in the form of an award made by the consent of the Parties. If the Parties do not require a consent

award, the Parties shall inform the Director that a settlement has been reached. Notwithstanding the settlement reached, the arbitration shall only be deemed concluded and the arbitral tribunal discharged upon full settlement of the costs of arbitration.

7. By agreeing to arbitration under the AIAC Fast Track Arbitration Rules, the Parties undertake not to apply for any interim award and 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 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.

Rule 20

Corrections of the Award

1. Within 14 days of receipt of an award, any Party may request the arbitral tribunal in writing to correct any errors of computation, any clerical or typographical errors, slips or omissions in the award. The Director shall be copied to the request.
2. The arbitral tribunal may make such corrections to the award within 14 days of receipt of the request. This does not prevent the arbitral tribunal of its own volition from making such limited corrections to the award within 21 days of the delivery of the award to the Director. All corrections to the award shall be in writing and shall form part of the award, from the date the award was made.

Rule 21

Periods of Time

1. When the AIAC Fast Track Arbitration Rules apply, the arbitration shall be conducted in the following periods of time, unless otherwise agreed by the Parties and the arbitral tribunal:

- (a) the Respondent shall serve its response to the notice of arbitration within 10 days from the date when the notice of arbitration was received by the Respondent;
 - (b) the arbitral tribunal shall convene a case management meeting or issue such directions as to the conduct of the arbitration as the arbitral tribunal deems necessary not later than 10 days from the date when the AIAC notified the Parties of the establishment of the arbitral tribunal;
 - (c) The Claimant shall serve its statement of claim within 14 days from the date when the AIAC notified the Parties of the commencement of the arbitration;
 - (d) The Respondent shall serve its statement of defence with 28 days from the date when the AIAC notified the Parties of the commencement of the arbitration;
 - (e) Any further written submissions, if allowed and/or requested by the arbitral tribunal, shall be served by the Parties within 14 days from the date set out by the arbitral tribunal;
 - (f) In an arbitration that is not a documents-only arbitration, the arbitral tribunal shall conduct and complete the substantive oral hearings not later than 90 days from the date when the AIAC notified the Parties of commencement of the arbitration and provided that the substantive oral hearings shall not exceed a period of six days;
 - (g) The arbitral tribunal shall publish its award within 90 days from the date when the proceedings were declared closed.
2. The provisions of Rule 21(1)(c)–(d) shall apply *mutatis mutandis* when a counterclaim is made.

3. For the purposes of calculating any period of time under the AIAC Fast Track Arbitration Rules, the period of time shall begin to run on the day following the day when the respective notice or documents are received or deemed to have been received by an addressee. 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, unless the Parties and the arbitral tribunal have agreed otherwise. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Rule 22

Extension of Periods of Time

1. The arbitral tribunal may, unless otherwise agreed by the Parties, extend the periods of time set out in Rule 21(1):
 - (a) in relation to production and exchange of the written submissions for no longer than 14 days;
 - (b) in relation to the completion of the substantive oral hearings for no longer than 30 days; and
 - (c) in relation to the period for the substantive oral hearings itself by a further maximum of 4 days.
2. If it appears to the arbitral tribunal that the award may not be published within the time limits provided in Rule 21(1)(g), the arbitral tribunal shall no later than 14 days before the lapse of the said time limit notify the Director and the Parties in writing explaining and justifying the reasons for the delay, state the revised estimated date of publication of the award and seek the Director's prior consent for such an extension of time for the publication of the award.

Rule 23

Facilities

The Director shall, at the request of the arbitral tribunal or either Party, make available or arrange for such facilities and assistance for the conduct of the arbitral proceedings as may be required, including suitable accommodation for sittings of the arbitral tribunal, secretarial assistance, transcription services, video or tele conferencing and interpretation facilities. The costs of such additional facilities shall be borne in equal shares by the Parties, unless otherwise agreed by the Parties.

Rule 24

Costs

1. The term “costs” includes:
 - (a) the fees of the arbitral tribunal fixed by the Director pursuant to this Rule;
 - (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 to the extent such expenses are approved by the arbitral tribunal;
 - (e) the legal and other costs incurred by the Parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
 - (f) the expenses reasonably incurred by the AIAC in connection with the arbitration;
 - (g) the administrative fees of the AIAC;
 - (h) the costs of the facilities made available by the AIAC under Rule 23.

2. Unless otherwise agreed by the Parties and the arbitral tribunal pursuant to Rule 24(4), the fees of the arbitral tribunal shall be fixed by the Director in accordance with Schedule 1.
3. Unless otherwise agreed by Parties in writing, Schedule 1(A) shall apply to international arbitrations (USD scale) and Schedule 1(B) shall apply to domestic arbitrations (RM scale).
4. Notwithstanding the above, the Parties and the arbitral tribunal are at liberty to agree on the fees and expenses of the arbitral tribunal within the period of time of 10 days from the appointment of the arbitral tribunal (the "**Fee Agreement**"). The arbitral tribunal shall inform the Director that the Fee Agreement has been executed. If the Fee Agreement is executed after the 10 day period has expired, the Fee Agreement shall be subject to approval by the Director.
5. The AIAC administrative fees shall be fixed by the Director in accordance with Schedule 1. Unless otherwise agreed by the Parties, Schedule 1(A) shall apply to international arbitrations and Schedule 1(B) shall apply to domestic arbitrations.
6. The costs of arbitration may, in exceptional, unusual or unforeseen circumstances, be adjusted from time to time at the discretion of the Director.
7. The arbitral tribunal's fees and the AIAC's administrative fees under Schedule 1 are determined based on the amount in dispute. For the purpose of calculating the amount in dispute, the value of any counterclaim and/ or set-off will be taken into account.
8. Where a claim or counterclaim does not state a monetary amount, an appropriate value for the claim or counterclaim shall be settled by the Director in consultation with the arbitral tribunal and the Parties for the purpose of computing the arbitral tribunal's fees and the AIAC's administrative fees.

Rule 25**Deposit**

1. After the arbitration has commenced in accordance with Rule 2, the Director shall fix a provisional advance deposit in an amount intended to cover the costs of the arbitration. Any such provisional advance deposit shall be paid by the Parties in equal shares and will be considered as a partial payment by the Parties of any deposits of costs fixed by the Director.
2. Such provisional advance deposit shall be payable within 14 days upon receiving the request from the AIAC.
3. In the event that any of the Parties fails to pay such deposit, the Director shall give the other Party an opportunity to make the required payment within a specified period of time.
4. The arbitral tribunal shall not proceed with the arbitral proceedings until such provisional advance deposit is paid in full. However, in the event that the provisional advance deposit is not paid in full within 21 days from the date when the AIAC notified the Parties of the commencement of the arbitration, the arbitral tribunal may, in consultation with the Director, either
 - (a) proceed with the arbitration; or
 - (b) suspend or terminate the arbitration proceedings or any part thereof until and unless the deposit requested has been paid in full.
5. Upon fixing of the fees of the arbitral tribunal and administrative costs of arbitration, the Director shall prepare an estimate of the fees and expenses of the arbitral tribunal and the administrative costs of the arbitration which the Parties shall bear in equal shares. Within 14 days of written notification by the AIAC of such estimate, each Party shall deposit its share of the estimate with the AIAC.

6. During the course of the arbitral proceedings the AIAC may request further deposits from the Parties which shall be payable within 14 days upon receiving the request from the AIAC.
7. Where counterclaims are submitted by the Respondent, the Director may fix separate advance deposits on costs for the claims and counterclaims. When the Director has fixed separate advance deposits on costs, each of the Parties shall pay the deposit corresponding to its claims.
8. Notwithstanding the above, the Director shall have the discretion to determine the proportion of deposits required to be paid by the Parties.
9. The AIAC may apply the deposits towards the administrative fees, fees of the arbitral tribunal and the arbitral tribunal's out-of-pocket and per diem expenses in such a manner and at such times as the Director deems appropriate.
10. After the award has been made, the AIAC shall render an accounting of the deposits received to the Parties and return any unexpended balance to the Parties based on the Parties' respective contributions.

Rule 26

Confidentiality

1. The arbitral tribunal, the Parties, all experts, all witnesses and the AIAC shall keep confidential all matters relating to the arbitral proceedings, except where disclosure is necessary for implementation and enforcement of the award or to the extent that disclosure may be required of a Party by a legal duty, to protect or pursue a legal right or to challenge an award in *bona fide* legal proceedings before a court or other judicial authority.
2. In this Rule, "matters relating to the arbitral proceedings" means the existence of the proceedings, and the pleadings, evidence, 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.

Rule 27**No Liability**

Neither the AIAC, nor the arbitral tribunal, shall be liable for any act or omission related to the conduct of the arbitral proceedings.

Rule 28**Non-reliances**

The Parties and the arbitral tribunal agree that statements or comments, whether written or oral, made in the course of the arbitral proceedings shall not be relied upon to institute, commence or maintain any action for defamation, libel, slander or any other complaint.

Part II

SCHEDULES

Schedule 1

Arbitrator's Fees and AIAC Administrative Fees

A. INTERNATIONAL ARBITRATION⁴

Amount In Dispute (USD)	Arbitrator's Fees (USD)
Up to 50,000	3,500
From 50,001 to 100,000	3,500 + 5.40% of excess over 50,000
From 100,001 to 500,000	6,200 + 2.475% of excess over 100,000
From 500,001 to 1,000,000	16,100 + 1.80% of excess over 500,000
From 1,000,001 to 2,000,000	25,100 + 0.90% of excess over 1,000,000
From 2,000,001 to 5,000,000	34,100 + 0.45% of excess over 2,000,000
From 5,000,001 to 10,000,000	47,600 + 0.225% of excess over 5,000,000
From 10,000,001 to 50,000,000	58,850 + 0.1125% of excess over 10,000,000
From 50,000,001 to 80,000,000	103,850 + 0.045% of excess over 50,000,000
From 80,000,001 to 100,000,000	117,350 + 0.03375% of excess over 80,000,000
Over 100,000,000	124,100

- * For an arbitral tribunal comprising out of more than one arbitrator, the total arbitrators' fee shall be derived by multiplying the amount of an arbitrator's fees by the number of the arbitrators. The AIAC's administrative fees shall be 20% of the arbitral tribunal's fees.
- * The fees payable to the arbitral tribunal do not include any possible taxes such as service tax,

⁴ In an international arbitration, the arbitrator's fees and the AIAC administrative fees can be paid in currency other than USD, subject to the AIAC's approval.

withholding tax, Goods and Services Tax (where applicable) and other taxes or charges applicable to the arbitral tribunal's fees. The Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the arbitral tribunal and the Parties.

- * The AIAC's administrative fees payable include any possible taxes such as service tax, withholding tax, Goods and Services Tax and other taxes or charges applicable to the AIAC's administrative fees. The Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Parties.

B. DOMESTIC ARBITRATION

Amount In Dispute (RM)	Arbitrator's Fees (RM)
Up to 150,000	10,500
From 150,001 to 300,000	10,500 + 5.40% of excess over 150,000
From 300,001 to 1,500,000	18,600 + 2.475% of excess over 300,000
From 1,500,001 to 3,000,000	48,300 + 1.80% of excess over 1,500,000
From 3,000,001 to 6,000,000	75,300 + 0.90% of excess over 3,000,000
From 6,000,001 to 15,000,000	102,300 + 0.45% of excess over 6,000,000
From 15,000,001 to 30,000,000	142,800 + 0.225% of excess over 15,000,000
From 30,000,001 to 150,000,000	176,550 + 0.1125% of excess over 30,000,000
From 150,000,001 to 240,000,000	311,550 + 0.045% of excess over 150,000,000
From 240,000,001 to 300,000,000	352,050 + 0.03375% of excess over 240,000,000
Over 300,000,000	372,300

- * For an arbitral tribunal comprising out of more than one arbitrator, the total arbitral tribunal's fee shall be derived by multiplying the amount of an arbitrator's fees by the number of the arbitrators. The AIAC's administrative fees shall be 20% of the arbitral tribunal's fees.
- * The fees payable to the arbitral tribunal do not include any possible taxes such as service tax, withholding tax, Goods and Services Tax (where applicable) and other taxes or charges applicable to the arbitral tribunal's fees. The Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the arbitral tribunal and the Parties.
- * The AIAC's administrative fees payable include any possible taxes such as service tax, withholding tax, Goods and Services Tax and other taxes or charges applicable to the AIAC's administrative fees. The Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Parties.

FAST TRACK ARBITRATION RULES

ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)

(ESTABLISHED UNDER THE AUSPICES OF THE
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