



# ASIAN SPORTS ARBITRATION RULES



ASIAN INTERNATIONAL ARBITRATION CENTRE



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## DIRECTOR'S MESSAGE

The Asian International Arbitration Centre (the "AIAC") has played a vital role in the field of alternative dispute resolution ("ADR") in the region for over 45 years. We have consistently strived to serve the ADR community by offering practical dispute resolution services tailored to meet their needs and expectations.

It is with great pleasure that I introduce the **Asian Sports Arbitration Rules** (the "Rules") as the latest addition to the AIAC's new suite of ADR rules. The introduction of the Rules marks a significant milestone in the AIAC's journey, as we expand our services into the realm of sports arbitration.

Over the years, the AIAC has organised various capacity-building programmes to promote the use of ADR in resolving sports-related disputes. These efforts have culminated in the creation of the Rules, which aim to provide the Asian sports community with access to sports ADR services in Asia.

The Rules have been meticulously designed to cater to the unique requirements of the sports industry. To this end, the AIAC has conducted extensive research and consulted with experts from different jurisdictions around the world to ensure that the needs of the community are catered for. The advantages of choosing the AIAC to administer sports arbitrations under the Rules include:

1. **Expediency:** Parties are empowered with a streamlined procedure to swiftly conclude proceedings to minimise disruptions in competitions or careers;
2. **Expertise:** The Asian Sports Tribunal appointed to facilitate the process will consist of trained individuals with extensive knowledge of sports law;

3. **Flexibility:** The AIAC's hands-off approach to proceedings allows for customisation of process between the parties and the Asian Sports Tribunal; and
4. **Neutrality:** Parties will enjoy the support of a not-for-profit, non-governmental international arbitral institution that operates independently to administer the proceedings.

In closing, the Rules stand as testament to the AIAC's dedication to innovation. Our users can be assured that fairness and impartiality will always remain the AIAC's top priorities as we provide cost-effective products, services, and facilities without compromising the professionalism that defines our Centre.

I am confident that by leveraging the Rules to effectively manage conflicts, the community will be able to shift its focus to the broader goal, i.e., the development of sports in Asia.

Thank you.

Yours sincerely,



**Datuk Sundra Rajoo**  
Director of the AIAC

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## Model Arbitration Clause

The following Model Arbitration Clause may be adopted by the parties:

*“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 Asian Sports Arbitration Rules of the Asian International Arbitration Centre.”*

At the option of the parties, the following may be included in the Model Arbitration Clause:

- *The seat of arbitration shall be [City, Country].*
- *The Asian Sports Tribunal shall consist of [one/three] arbitrator[s].*
- *The language to be used in the arbitral proceedings shall be [...]. (e.g. English)*
- *The arbitration [clause/agreement] shall be governed by [...]. (e.g. the laws of Malaysia)*

## Model Submission Agreement

Parties wishing to substitute an existing arbitration clause for one referring the dispute to arbitration under the Asian Sports Arbitration Rules may adopt the following Model Submission Agreement:

*“The Parties hereby agree that the dispute arising out of the contract dated \_\_\_\_\_ shall be settled by arbitration under the Asian Sports Arbitration Rules of the Asian International Arbitration Centre.”*

The Model Submission Agreement may also be used where a contract does not contain an arbitration clause.

## Guide to the Asian Sports Arbitration Rules

1. The Asian Sports Arbitration Rules (the “Rules”) shall take effect from 6<sup>th</sup> October 2023.
2. Appendix I and Appendix II of the Rules form an integral part of the Rules and may be separately amended from time to time by the Asian International Arbitration Centre (the “AIAC”).
3. The English text of the Rules prevails over other language versions.
4. All references in the Rules to the singular shall include the plural where applicable and vice versa.
5. Definitions used in the Rules:

“**Asian Sports Tribunal**” means a sole arbitrator or a panel of three arbitrators appointed pursuant to the Rules;

“**Clause**” means the numbered provision as contained in Appendix I or II of the Rules respectively;

“**Domestic Arbitration**” means any arbitration which is not an international arbitration;

“**Fee Schedule**” means the Asian Sports Arbitration Fee Schedule;

“**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, or residence, as the case may be, in any state other than Malaysia;
- (b) one of the following is situated in any state other than Malaysia notwithstanding the parties having their place of business, or residence, as the case may be, in Malaysia:
  - (i) the seat of arbitration if determined in, or pursuant to, the arbitration agreement;
  - (ii) any place where a substantial part of the obligations of any commercial, contractual 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 parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one state; and

“**Rule**” means the numbered provision of the Rules.

The background features several large, overlapping triangles in shades of light gray and white. A white rectangular box is positioned in the upper-middle section, containing the title text. The text is in a bold, black, sans-serif font, arranged in three lines.

ASIAN SPORTS  
ARBITRATION  
RULES

## **Section 1 – Application**

### **Rule 1 – Scope**

- 1.1 Where parties have agreed in writing (whether before or after a dispute has arisen) to arbitrate a sports-related dispute under the Rules, the arbitration shall take place in accordance with the Rules. The Rules include the Fee Schedule and Appendix II to the Rules.
- 1.2 The parties' agreement to refer a sports-related dispute under the Rules may be contained in an arbitration clause within a contract or a separate arbitration agreement (in both cases, the "Arbitration Agreement").
- 1.3 A sports-related dispute submitted under the Rules may relate to any financial or non-financial aspect of the performance or development of any sport, and may include more generally, any activity or matter related or connected to sports.

## **Section 2 – Commencement of Arbitration**

### **Rule 2 – Request for Arbitration**

A party wishing to initiate an arbitration under the Rules shall submit to the AIAC, and at the same time to all other parties to the arbitration, a written Request for Arbitration (the "Request"). The Request shall include, or be accompanied by:

- (a) the name, nationality, postal address, e-mail address and telephone number of each Claimant, and of each Claimant's authorised representative (if any), and the name and postal address, and if and to the extent known, the nationality, e-mail address and telephone number of the other party or parties to the arbitration, and of their authorised representatives (if any);
- (b) a copy of the Arbitration Agreement conforming to Rule 1;
- (c) a copy of the contract out of or in relation to which the dispute has arisen;
- (d) a statement of claim detailing the nature and circumstances of the dispute, the relief or remedy sought and the actual or estimated value of any monetary claim, together with the factual and legal basis for the entitlement to such relief or remedy, and all documents essential to the claim;
- (e) if the Arbitration Agreement, or any other written agreement, calls for the nomination of arbitrators by the

parties, the full name of the arbitrator nominated by the Claimant;

- (f) a statement as to any proposals, or agreement among the parties, as to the constitution of the Tribunal, the seat of the arbitration, the law applicable to the substance of the dispute, and the language(s) of the arbitration;
- (g) the proof of payment of the non-refundable registration fee as prescribed by the Fee Schedule (the "Registration Fee"); and
- (h) confirmation that copies of the Request and all accompanying documents have been delivered to all other parties, with documentary proof of delivery to be provided either with the Request or as soon as practicable thereafter.

### **Rule 3 – Response to the Request for Arbitration**

- 3.1 Within 30 days after the commencement of the arbitration in accordance with Rule 6, the Respondent shall submit to the AIAC, and at the same time to all other parties to the arbitration, a written Response to the Request for Arbitration (the "Response").
- 3.2 The Response shall include, or be accompanied by:
  - (a) the name, nationality, postal address, e-mail address and telephone number of each Respondent, and of each Respondent's authorised representative (if any);
  - (b) a statement of defence, confirming or denying, in full or in part, any claim made by the Claimant in the Request, together with the factual and legal basis for, and all documents essential, to such confirmation or denial;
  - (c) a statement of counterclaim, if any, detailing the circumstances giving rise to the counterclaim, the relief or remedy sought and the actual or estimated value of any monetary counterclaim, together with the factual and legal basis for the entitlement to such relief or remedy, and all documents essential to the counterclaim;
  - (d) if the Arbitration Agreement, or any other written agreement, calls for the nomination of arbitrators by the parties, the full name of the arbitrator nominated by the Respondent;

- (e) any response to any statement made by the Claimant in the Request as to the constitution of the Tribunal, the seat of the arbitration, the law applicable to the substance of the dispute, and the language(s) of the arbitration; and
  - (f) confirmation that copies of the Response and all accompanying documents have been delivered to all other parties, with documentary proof of delivery to be provided either with the Response or as soon as practicable thereafter.
- 3.3 Failure by a Respondent to submit a Response shall not prevent the arbitration from proceeding.

#### **Rule 4 – Defence to Counterclaim**

- 4.1 In the event the Respondent has made a counterclaim in the Response, the Claimant may, within 30 days after receipt of the written notification of the appointment of the Tribunal by the AIAC, submit to all other parties and to the Tribunal, with copy to the AIAC, a written Defence to Counterclaim accompanied by all documents essential to the defence (the “Defence to Counterclaim”).
- 4.2 The Tribunal may extend the time limit established in this Rule for the submission of any Defence to Counterclaim, if it considers such extension justified.
- 4.3 Failure by a Claimant to submit a Defence to Counterclaim shall not prevent the arbitration from proceeding.

#### **Rule 5 – Further Written Statements**

Subject to any alternative written agreement between all the parties, or alternative directions of the Tribunal, the parties shall not submit any written statements other than the Request, the Response and any Defence to Counterclaim.

#### **Rule 6 – Date of Commencement**

Provided always that the AIAC is *prima facie* satisfied that an Arbitration Agreement conforming to Rule 1 may exist, the arbitration shall be deemed to have commenced on the date on which the AIAC has received the Request, in accordance with Rule 2, with the corresponding Registration Fee.

## **Section 3 – Asian Sports Tribunal**

### **Rule 7 – Number and Nationality of the Tribunal**

- 7.1 The Tribunal shall consist of one or three arbitrators.
- 7.2 If the parties do not agree in writing on the number of arbitrators, one arbitrator shall be appointed, unless the Director of the AIAC determines that three arbitrators should be appointed, taking into account all the circumstances of the dispute.
- 7.3 Where the parties are of different nationalities, a person who has the nationality of any of the parties may be appointed as a sole or presiding arbitrator only with the written agreement of all the parties or, absent such agreement, if the Director of the AIAC so determines, taking into account all the circumstances of the dispute.

### **Rule 8 – Appointment of the Tribunal**

- 8.1 The Director of the AIAC shall be the appointing authority of the Tribunal, taking into account any nominations made by the parties.
- 8.2 The appointment of the Tribunal shall be confirmed by the Director of the AIAC to the parties and to the Tribunal so constituted in a written notice of appointment.
- 8.3 If a sole arbitrator is to be appointed, the parties may jointly nominate an arbitrator in writing. If, within 15 days after the submission of a Response in accordance with Rule 3, or, if no Response is submitted, within 15 days after the time for submission of a Response has elapsed, the parties have not jointly nominated a sole arbitrator, the Director of the AIAC shall select and appoint the arbitrator.
- 8.4 If the Arbitration Agreement or any other written agreement provides for the appointment of three arbitrators and for the nomination of arbitrators by the parties, and the Claimant fails to nominate an arbitrator in accordance with Rule 2(e), or the Respondent in accordance with Rule 3.2(d), the Director of the AIAC shall select and appoint the arbitrator or arbitrators on behalf of the defaulting party or parties.
- 8.5 If the Arbitration Agreement or any other written agreement provides for the appointment of three arbitrators without reference to the nomination of arbitrators by the parties, the parties may each nominate an arbitrator in writing. If, however, within 15 days after

the submission of a Response in accordance with Rule 3, or, if no Response is submitted within 15 days after the time for submission of a Response has elapsed, any party has not nominated an arbitrator, the Director of the AIAC shall select and appoint the arbitrator or arbitrators on behalf of the defaulting party or parties.

- 8.6 The parties may agree in writing on the method for nominating the presiding arbitrator, provided that if, within 15 days after the submission of the Response in accordance with Rule 3, or, if no Response is submitted within 15 days after the time for submission of a Response has elapsed, the parties have not agreed on the method for nominating the presiding arbitrator, or if the nomination cannot for any reason, be made in accordance with the method agreed, both arbitrators shall thereafter nominate the third arbitrator, who will act as the presiding arbitrator of the Tribunal. If within 15 days after the confirmation of both arbitrators, both arbitrators have not agreed on the nomination of the presiding arbitrator, then the Director of the AIAC shall select and appoint the presiding arbitrator.
- 8.7 If the dispute is to be referred to three arbitrators, and the parties have agreed in writing that each party shall nominate an arbitrator and there are multiple Claimants or Respondents, the multiple parties on each side, whether as Claimant or Respondent, shall jointly nominate an arbitrator, failing which the Director of the AIAC shall select and appoint the Tribunal without reference to any party's nomination.

## **Rule 9 – Impartiality and Independence of the Tribunal**

- 9.1 All arbitrators appointed to the Tribunal shall be and remain impartial and independent of the parties at all times, and no arbitrator shall act as advocate for any party.
- 9.2 No party or anyone acting on behalf of any party shall have any *ex parte* communication relating to the dispute with any candidate arbitrator, except to inform the candidate of the general nature of the dispute, to discuss the candidate's availability and to ascertain whether there might be any conflicts of interest.
- 9.3 After the appointment of the Tribunal, no party or anyone acting on behalf of any party shall have any *ex parte* communication with the Tribunal or any of its members.



- 9.4 Prior to accepting appointment, an arbitrator shall provide to the Director of the AIAC a curriculum vitae and shall sign a statement of impartiality and independence disclosing any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence and confirming availability to conduct the arbitration in a timely fashion.
- 9.5 If, at any stage during the arbitration, circumstances emerge that may give rise to justifiable doubts as to an arbitrator's independence or impartiality, the arbitrator shall disclose such circumstances to the parties, to any other members of the Tribunal and to the AIAC, without delay.
- 9.6 Disclosure by an arbitrator does not indicate belief by the arbitrator that the disclosed information does in fact give rise to justifiable doubts as to the arbitrator's impartiality or independence.

## **Rule 10 – Challenge of an Arbitrator**

- 10.1 Any arbitrator may be challenged by a party if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, provided that, following the appointment of the Tribunal, the parties may challenge an arbitrator nominated by them, or in whose appointment they have participated, only for reasons of which they become aware after the appointment of the Tribunal.
- 10.2 A party that intends to challenge an arbitrator shall submit to the AIAC, to all other parties and to the Tribunal a written challenge, stating the facts and circumstances on which the challenge is made, within 15 days of receipt of the notice of appointment of the challenged arbitrator, or within 15 days after the date on which that party became aware of those facts and circumstances. A party that fails to challenge an arbitrator within this 15-day time limit waives the right to make the challenge.
- 10.3 The appointment of an arbitrator who is challenged shall be revoked by the Director of the AIAC if the arbitrator resigns or if all parties agree in writing with the challenge. Neither case shall imply the acceptance of the validity of the challenge.
- 10.4 If within 15 days after the date of receipt of the challenge all parties do not agree with the challenge or the challenged arbitrator does not resign, the Director of the AIAC shall determine the challenge, after having

requested, if the Director of the AIAC considers it to be necessary and appropriate, further information on the challenge from the challenged arbitrator, the parties and any other members of the Tribunal.

- 10.5 The notice of challenge sent to the Director of the AIAC shall be accompanied by a proof of payment of a non-refundable fee amounting to RM10,000 for domestic arbitration or USD5,000 for international arbitration, exclusive of any applicable taxes or charges.
- 10.6 The Director of the AIAC's decision shall be final. The decision shall be made in writing, include reasons for the decision and be transmitted to the challenged arbitrator, parties, and any other members of the Tribunal.

## **Rule 11 – Replacement of an Arbitrator**

- 11.1 The appointment of an arbitrator shall be revoked by the Director of the AIAC and that arbitrator shall be replaced in the following circumstances:
- (a) the arbitrator resigns in writing;
  - (b) the arbitrator is removed following a challenge;
  - (c) all the parties request the Director of the AIAC in writing, stating reasons, that the appointment be revoked; or
  - (d) death of the arbitrator.
- 11.2 When an arbitrator is to be replaced pursuant to Rule 11.1, the Director of the AIAC may, but is not required to, follow the original nominating procedure.
- 11.3 Once the replacement arbitrator has been appointed, the proceedings shall resume at the stage at which the replaced arbitrator ceased to act, unless the Tribunal determines otherwise after giving the parties a reasonable opportunity to comment.

## **Rule 12 – Jurisdiction**

- 12.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, scope, or validity of the Arbitration Agreement.
- 12.2 The Arbitration Agreement shall be treated as an agreement independent of all other terms of the contract, statute or regulations from which the Arbitration Agreement arises. A decision by the Tribunal that the contract containing the Arbitration Agreement is

null and void shall not, for that reason alone, render the Arbitration Agreement invalid.

- 12.3 A party shall raise an objection to arbitral jurisdiction no later than the time that the Response prescribed by Rule 3 is due if the objection relates to a claim, and no later than the time that the Defence to Counterclaim prescribed by Rule 4 is due if the objection relates to a counterclaim. The Tribunal has the power to extend these time limits and may rule on any objection under this Rule as a preliminary matter or as part of the final award.
- 12.4 Subject to Rule 6, issues regarding arbitral jurisdiction raised prior to the appointment of the Tribunal shall not preclude the AIAC from proceeding with the administration of the arbitration and shall be referred to the Tribunal, once appointed, for determination.

## **Section 4 – Arbitral Proceedings**

### **Rule 13 – Conduct of the Arbitration**

- 13.1 Subject to the Rules, the Tribunal may conduct the arbitration in whatever manner it considers appropriate, including making decisions on preliminary issues, provided that the parties are treated with equality, have the right to be heard and are given a fair opportunity to present their case.
- 13.2 The Tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute, avoiding unnecessary delay and expense, and may at any time issue appropriate directions to achieve these objectives.
- 13.3 The Tribunal shall, promptly after being appointed, conduct a case management meeting with the parties, in person or by any electronic means directed by the Tribunal, for the purposes of organising, scheduling, and agreeing to procedures, including the setting of deadlines for any submissions by the parties. In establishing procedures for the case, the Tribunal and the parties shall consider how technology, including electronic communications, might be used to increase the efficiency and economy of the proceedings.
- 13.4 The parties shall make every effort to avoid unnecessary delay and expense in the arbitration.
- 13.5 The Tribunal may allocate costs and take such additional steps as may be necessary to protect the efficiency and integrity of the arbitration.

## **Rule 14 – Written Communications and Time Limits**

- 14.1 Written communications by the parties, including their authorised representatives, the Tribunal, or the AIAC, to any or all of these shall be delivered personally, by courier, registered mail or any other form of electronic communication that provides or allows a record of its transmission, including email or facsimile.
- 14.2 For the purpose of calculating a period of time under the Rules, such period shall begin to run on the day following the day when a written communication is received by the intended recipient. If the last day of such period is an official holiday or a non-business day at the place of the intended recipient, the period is extended until the first business day that follows. Official holidays and non-business days occurring during the running of the period of time are included in calculating the period.
- 14.3 Unless otherwise directed by the Tribunal, any written communication delivered to an address notified by any party for these purposes, or, if no such notice has been given, to the last known address of such party, shall be treated as having been received by that party.
- 14.4 Once the Tribunal has been appointed, the parties, including their authorised representatives, shall communicate in writing directly with the Tribunal, with simultaneous copies to all other parties and to the AIAC.

## **Rule 15 – Seat of Arbitration**

- 15.1 The parties may agree on the seat of arbitration. If they do not agree, the seat of arbitration shall be Kuala Lumpur, Malaysia prior to the appointment of the Tribunal. Once appointed, the Tribunal shall have the power to determine the seat of arbitration.
- 15.2 The Tribunal may meet in person or by electronic means, wherever it deems appropriate for any purpose, and if by electronic means, by such means as to allow all those who are to participate to do so irrespective of physical location, including to conduct hearings, hold conferences, hear witnesses, inspect property or documents, or deliberate, and, if done elsewhere than the seat of arbitration, the arbitration shall be deemed conducted at the seat of arbitration and any award shall be deemed made at the seat of arbitration.

## Rule 16 – Applicable Law

- 16.1 The Tribunal shall apply the rules of law agreed by the parties as applicable to the substance of the dispute. Failing such agreement, the Tribunal shall apply the law which it considers appropriate.
- 16.2 In arbitrations involving the performance of contracts, statutes or regulations, the Tribunal shall decide in accordance with the terms of the contract, statute or regulations.
- 16.3 The Tribunal shall not decide any dispute as *amiable compositeur* or *ex aequo et bono* unless the parties have expressly authorised it in writing to do so.

## Rule 17 – Language of Arbitration

- 17.1 The language or languages of the arbitration shall be the language, languages or prevailing language of the Arbitration Agreement, unless the parties agree otherwise in writing, subject to determination by the Tribunal once appointed.
- 17.2 The Tribunal may order that any documents delivered in a language other than the language(s) of the arbitration shall be accompanied by a translation into the language(s) of the arbitration, and shall determine the arrangements for such translations.

## Rule 18 – Party Representation

- 18.1 Any party may be represented in the arbitration by any authorised representative whose full name, postal address, e-mail address and telephone number have been notified in writing to the AIAC, all other parties, and, once appointed, to the Tribunal, provided that there shall be no addition to any party's authorised representatives following the appointment of the Tribunal without the prior written approval of the Tribunal.
- 18.2 The Tribunal may decline to approve an addition to any party's authorised representatives if, on proper disclosure, a relationship exists between the proposed additional authorised representative and any member of the Tribunal that would create a conflict of interest that may in the judgement of the Tribunal jeopardise the composition of the Tribunal or the integrity of the proceedings.
- 18.3 Any party represented by an authorised representative shall provide written confirmation of this representation to the AIAC and, once appointed, the Tribunal.

- 18.4 Every party shall require its authorised representatives to agree that they shall not:
- (a) engage in any *ex parte* communication with any member of the Tribunal;
  - (b) knowingly make any false statement to the Tribunal;
  - (c) knowingly submit any false witness evidence to the Tribunal, nor encourage or assist any witness to give false evidence;
  - (d) suppress or conceal any document that the party instructing that authorised representative has undertaken, or has been ordered by the Tribunal, to produce; or
  - (e) otherwise conduct themselves in a manner likely or calculated to obstruct or jeopardise the integrity of the arbitral proceedings, or to create unnecessary delay or expense.
- 18.5 If the Tribunal, having given the parties a reasonable opportunity to express their views, determines that any authorised representative has breached any of the rules set out at Rule 18.4, the Tribunal may:
- (a) issue a written admonition to the authorised representative, including a warning as to the representative's future conduct in the arbitration;
  - (b) draw such inferences as the Tribunal may consider appropriate in considering the evidence or statements submitted by the authorised representative;
  - (c) consider any effect that the actions of the authorised representative should have on the apportionment of the costs of the arbitration, including the parties' legal costs; and
  - (d) take any other measures that the Tribunal considers appropriate to preserve the fairness and integrity of the arbitration.
- 18.6 In determining whether to exercise any of the measures available under Rule 18.5, the Tribunal shall take into account the nature and seriousness of the breach, the potential impact of the exercise of the sanction on the rights of the parties and on the enforceability of any award, and such other matters as it considers appropriate in the circumstances of the case.

- 18.7 The provisions of this Rule do not displace any applicable mandatory laws or professional or disciplinary rules to which any authorised representative may be subject.

## **Rule 19 – Hearings and Witnesses**

- 19.1 If a hearing is to be held, the Tribunal shall issue directions with respect to the hearing as soon as possible and set the hearing date. As a general rule, there shall be one hearing during which the Tribunal hears the parties, any witnesses and any experts, as well as the parties' final oral arguments, for which the Respondent is heard last.
- 19.2 The Tribunal shall conduct the hearing and ensure that the statements made are concise and limited to the subject of the written submissions, to the extent that these submissions are relevant. Unless the parties agree otherwise, the hearings are not public. The hearing may be recorded. Any person heard by the Tribunal may be assisted by an interpreter at the cost of the party which called such person.
- 19.3 The parties may only call such witnesses and experts which they have specified in their written submissions. Each party is responsible for the availability and costs of the witnesses and experts it has called.
- 19.4 The Tribunal may decide to conduct a hearing by video-conference or to hear some parties, witnesses and experts via tele-conference or video-conference. With the agreement of the parties, the Tribunal may also exempt a witness or expert from appearing at the hearing if the witness or expert has previously filed a statement.
- 19.5 The Tribunal may limit or disallow the appearance of any witness or expert, or any part of their testimony, on the grounds of irrelevance.
- 19.6 Before hearing any witness, expert or interpreter, the Tribunal shall solemnly invite such person to tell the truth, subject to the sanctions of perjury.
- 19.7 Once the hearing is closed, the parties shall not be authorised to produce further written pleadings, unless the Tribunal so orders.
- 19.8 After consulting the parties, the Tribunal may, if it deems itself to be sufficiently well informed, decide not to hold a hearing.

## **Rule 20 – Exchange of Information**

- 20.1 The Tribunal shall manage the exchange of information between the parties with a view to maintaining time and cost efficiency, and at any time during the proceedings the Tribunal may order the parties to produce documents, exhibits, or any other evidence it deems necessary or appropriate.
- 20.2 The Tribunal may, upon written application of any party, require a party to make available to all other parties documents in that party's possession not otherwise available to the party seeking the documents that are reasonably believed to exist and to be relevant and material to the outcome of the arbitration. Requests for documents shall contain a description of specific documents or classes of documents, along with an explanation of their relevance and materiality to the outcome of the arbitration.
- 20.3 Documents or information submitted to the Tribunal by one party shall at the same time be transmitted by that party to all other parties and the AIAC.
- 20.4 The Tribunal shall determine the admissibility, relevance, materiality and weight of any evidence.

## **Rule 21 – Tribunal-appointed Experts**

- 21.1 The Tribunal, after consultation with the parties, may appoint one or more independent experts to report to the Tribunal, in writing, on issues designated by the Tribunal and to be communicated to the parties.
- 21.2 Prior to accepting appointment, an expert to be appointed by the Tribunal shall provide to the Tribunal, the parties and the AIAC a curriculum vitae and shall sign a statement of impartiality and independence in which the expert shall disclose any circumstances that may give rise to justifiable doubts as to the expert's impartiality or independence.
- 21.3 A Tribunal-appointed expert may be challenged if circumstances exist that give rise to justifiable doubts as to the expert's impartiality or independence.
- 21.4 The parties shall provide the expert with any relevant information or produce for inspection any relevant documents or goods that the expert may require. Any dispute as to the relevance or accessibility of the requested information or goods shall be referred to the Tribunal for determination.



- 21.5 Upon receipt of an expert's report, the Tribunal shall send a copy of the report to all parties and shall give the parties an opportunity to express, in writing, their opinion of the report. A party may examine any document on which the expert has relied in such report.
- 21.6 At the request of any party, the Tribunal shall give the parties an opportunity to question the expert at a hearing, at which the parties may present expert witnesses to testify on the points at issue, subject to the provisions of Rule 19.

## **Section 5 – Emergency and Interim Measures**

### **Rule 22 – General Provision**

In agreeing to submit any dispute under the Rules, the parties waive the right to request any emergency measure of protection or other interim measures from any state authority or court, insofar as such waiver can validly be made. If the seat of arbitration is Malaysia, Section 41 and Section 46 of the Malaysian Arbitration Act 2005 shall not apply.

### **Rule 23 – Emergency Arbitrator**

- 23.1 At any time concurrent with or following the submission of a Request in accordance with Rule 2, and prior to the appointment of the Tribunal, any party may apply in writing to the AIAC, with simultaneous copy to all other parties, for the appointment of an emergency arbitrator to grant emergency measures, setting out the nature of the measures sought, the reasons why such measures are required on an emergency basis, and the legal basis of the applicant party's entitlement to such measures. This application may be made by any of the means set out in Rule 14.1 and shall include a statement confirming that all other parties have been notified of the application.
- 23.2 The application shall be accompanied by the Emergency Arbitration Fee prescribed by the Fee Schedule, or by confirmation that the Emergency Arbitration Fee has been paid to the AIAC. Without the actual receipt of the said fee, the application shall be treated as not having been received.
- 23.3 Subject to Rules 23.1, 23.2 and 6, within two business days after receipt of an application for emergency measures, or as soon as practicable thereafter, the Director of the AIAC shall appoint a sole emergency arbitrator to consider the application and shall promptly confirm the

appointment to the parties and the emergency arbitrator in a written notice of appointment.

- 23.4 Prior to accepting appointment, a prospective emergency arbitrator shall disclose to the AIAC any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence. In the event any such circumstances are disclosed or the prospective emergency arbitrator does not have immediate availability, the Director of the AIAC shall appoint an arbitrator who has no such circumstances to disclose and who is immediately available.
- 23.5 Subject to the Rules, the emergency arbitrator may conduct the emergency proceedings as the emergency arbitrator considers suitable to the nature and circumstances of the application, and shall as soon as possible establish, and communicate to the parties in writing, a schedule for the determination of the application. This schedule shall provide a reasonable opportunity to all parties to be heard on the application, and may provide for an oral hearing, in person or by telephone or video conference, and for written submissions.
- 23.6 In cases of utmost urgency, as determined by the emergency arbitrator, the emergency arbitrator may order or award emergency measures solely upon the presentation of the application to grant emergency measures, provided that all parties are subsequently heard and subject to the emergency arbitrator's power to confirm, reconsider, modify or vacate the order or award.
- 23.7 The emergency arbitrator shall have the authority vested in the Tribunal under Rule 12, including the authority to rule on the emergency arbitrator's own jurisdiction, and may rule on any dispute concerning the applicability of this Rule.
- 23.8 The emergency arbitrator shall have the power to order or award any interim or conservatory measure that the emergency arbitrator deems necessary, including injunctive relief and measures for the protection or conservation of property. Any such order or award shall include reasons and shall be binding on the parties when rendered. The parties undertake to comply with any such interim order or award without delay.
- 23.9 The emergency arbitrator shall decide the application for emergency measures as soon as practicable, but no later than 15 days after being appointed, unless this time limit is extended by written agreement of all parties.

- 23.10 An order or award made pursuant to this Rule may be made conditional on the provision by the applicant party of security for the costs of the application on such terms and in such form as the emergency arbitrator deems appropriate.
- 23.11 The emergency arbitrator shall retain one signed original of the order or award and shall transmit to the AIAC:
- (a) an electronic copy of the signed order or award for immediate onward transmission by the AIAC to the parties; and
  - (b) as many signed originals as there are parties, plus one signed original for the AIAC, which shall communicate the order or award to the parties as soon as practicable.
- 23.12 The emergency arbitrator shall have no further power to act in this capacity after the Tribunal has been appointed.
- 23.13 The costs associated with any application for emergency measures shall form part of the costs of the arbitration for the purposes of Rule 36 and shall initially be apportioned by the emergency arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs in an award.
- 23.14 Once the Tribunal has been appointed, it may confirm, reconsider, modify or vacate any interim award or order for emergency measures issued by the emergency arbitrator.
- 23.15 The emergency arbitrator may not serve as a member of the Tribunal, unless all parties to the arbitration agree in writing otherwise.

#### **Rule 24 – Interim Measures of Protection**

- 24.1 On the written application of any party, the Tribunal shall have the power to grant any interim measures it deems necessary, including injunctive relief and measures for the protection or conservation of property. Any grant of interim measures shall include reasons.
- 24.2 The Tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
- 24.3 The Tribunal may in its discretion allocate costs associated with applications for interim relief in any such grant of interim measures.

- 24.4 An application for emergency measures of protection prior to the appointment of the Tribunal may be made as provided for in Rule 23.

## Section 6 – Joinder, Consolidation and Intervention

### Rule 25 – Joinder

- 25.1 A party wishing to join an additional party to the arbitration shall submit to the Director of the AIAC, if the Tribunal is not yet appointed, or to the Tribunal if already appointed, and at the same time to all other parties to the arbitration and to the additional party, a written request for arbitration against the additional party (the “Request for Joinder”), including or accompanied by all the items prescribed for a Request pursuant to Rule 2.
- 25.2 The Request for Joinder shall be accompanied by the Registration Fee prescribed for a Request pursuant to Rule 2.
- 25.3 The additional party shall submit a response to the Request for Joinder (the “Response to Request for Joinder”), the time limit, form and content of which shall be as prescribed for a Response pursuant to Rule 3.
- 25.4 No additional party shall be joined pursuant to Rule 25.1 unless the Director of the AIAC is *prima facie* satisfied that whether Arbitration Agreement conforming to Rule 1 may exist between all the parties including the additional party, or whether such additional party is bound by the Arbitration Agreement, and provided always that:
- (a) the additional party shall not be joined after the appointment of the Tribunal unless all parties to the arbitration and the additional party so agree in writing, and further agree that the additional party shall waive any right to participate in the selection of the Tribunal that the additional party would or might have had, if the additional party had been joined prior to the appointment of the Tribunal; and
  - (b) the Tribunal, after consultation with the parties and the additional party, determines that the additional party should be joined, taking into account the stage of the arbitration, the interests of justice and efficiency, and such other matters as it considers appropriate in the circumstances of the case.

- 25.5 Notwithstanding a decision of the Director of the AIAC pursuant to Rule 25.4, the Tribunal may decide on a Request for Joinder, either on its own initiative or upon the application of any party or additional party pursuant to Rule 25.1.
- 25.6 The decision of the Director of the AIAC shall be without prejudice to the decision of the Tribunal on the same matter.
- 25.7 The parties and additional party irrevocably waive their rights to any form of appeal, review or recourse to any court or other judicial authority, on the basis of any decision to join or not to join an additional party to the arbitration, to the validity and/or enforcement of any award made by the Tribunal, insofar as such waiver can validly be made.

## **Rule 26 – Consolidation**

- 26.1 On the application of any party, the Director of the AIAC may, in its discretion, and after consultation with the parties, consolidate two or more arbitrations subject to the Rules into a single arbitration, provided that no Tribunal has yet been appointed in any of the arbitrations to be consolidated and either:
- (a) all parties to the arbitrations to be consolidated have agreed in writing to consolidation; or
  - (b) the arbitrations to be consolidated have been commenced pursuant to the same Arbitration Agreement; or
  - (c) the arbitrations to be consolidated have been commenced under more than one Arbitration Agreement, but the arbitrations involve the same parties, the disputes in the arbitrations arise in connection with the same legal relationship and the Director of the AIAC determines that the Arbitration Agreements are compatible.
- 26.2 In determining whether to consolidate two or more arbitrations pursuant to Rule 26.1, the Director of the AIAC shall take into account the stage of the arbitrations, the interests of justice and efficiency, and such other matters as they consider appropriate in the circumstances of the case.
- 26.3 When arbitrations are consolidated pursuant to Rule 26.1, they shall be consolidated into the arbitration that

commenced first, unless otherwise agreed in writing by all parties, or unless otherwise determined by the Director of the AIAC.

## **Rule 27 – Intervention**

- 27.1 If a third party wishes to participate as a party to the arbitration (the “Intervenor”), the Intervenor shall, within 10 days of becoming aware of the arbitration, submit a written application to intervene (the “Application to Intervene”) to the Director of the AIAC, if the Tribunal is not yet appointed, or to the Tribunal if already appointed, setting out the reasons for the proposed intervention provided that such application is filed prior to the hearing, or prior to the closing of the evidentiary proceedings if no hearing is held. The AIAC or the Tribunal, as the case may be, shall provide a copy of the Application to Intervene to the parties and fix a time within which they may comment on the proposed intervention.
- 27.2 The Director of the AIAC or the Tribunal, as the case may be, shall have the power to allow the Intervenor to participate as a party in the arbitration provided that all parties to the arbitration have agreed in writing to the Intervenor becoming a party to the arbitration, or, if the Director of the AIAC or the Tribunal, as the case may be, so determines, taking into account all the circumstances of the case.
- 27.3 If permitted to intervene, the Intervenor will be required to submit such written statements as the Tribunal shall direct, within the time indicated in these directions.
- 27.4 In determining whether to allow the Intervenor to participate as a party in the arbitration, the Director of the AIAC or the Tribunal, as the case may be, shall take into account the stage of the arbitration, the interests of justice and efficiency, and such other matters as the Director of the AIAC or the Tribunal consider appropriate in the circumstances of the case.

## **Section 7 – Termination of Proceedings**

### **Rule 28 – Close of Proceedings**

- 28.1 Following the last submissions, written or oral, made in accordance with the procedural timetable directed by the Tribunal, the Tribunal shall ask the parties if they have any further submissions. Upon receiving negative replies, or if satisfied that the record is complete, the

Tribunal shall declare the arbitral proceedings closed, save for the rendering of the final award.

- 28.2 The Tribunal may in its discretion, on its own initiative, or upon written application of a party, reopen the arbitral proceedings at any time before the final award is made.

### **Rule 29 – Awards, Orders, Decisions and Rulings**

- 29.1 In addition to making a final award, the Tribunal may make interim measures or partial awards, orders, decisions and rulings.
- 29.2 When there is more than one arbitrator, any award, order, decision or ruling of the Tribunal shall be made unanimously or, failing unanimity, by a majority of the arbitrators.
- 29.3 When the parties or the Tribunal so authorise, the presiding arbitrator alone may make orders, decisions or rulings on questions of procedure, including exchanges of information.

### **Rule 30 – Time, Form and Effect of Award**

- 30.1 The Tribunal shall deliberate and issue its final award no later than 30 days from the date of the close of proceedings. Where the Tribunal decides to make separate awards on different issues at different times, the timeline to submit the draft final award shall remain unchanged.
- 30.2 The time limit specified in Rule 30.1 may be extended by the Director of the AIAC after consulting the parties, if requested by the Tribunal.
- 30.3 Awards shall be made in writing, and the Tribunal shall state the reasons upon which an award is based, unless the parties have agreed in writing that no reasons need be given.
- 30.4 A monetary award shall be in the currency or currencies that the parties agree should be used, or, if there is no such agreement, in the currency or currencies that the Tribunal considers appropriate in the circumstances of the case.
- 30.5 Awards shall be signed by the Tribunal and shall state the date on which the award was made and the seat of arbitration pursuant to Rule 15. Where there is more than one arbitrator and any of them fails to sign an award, the

award shall include a statement of the reasons for the absence of that signature.

- 30.6 Awards shall be binding on the parties, who shall carry out any award without delay, and may not be challenged by way of an action for setting aside to the extent that the parties have expressly excluded all setting aside proceedings in the Arbitration Agreement or in a subsequent agreement, in particular at the outset of the arbitration.
- 30.7 The Tribunal shall retain for each of its members one signed original of the award, and shall transmit to the AIAC:
- (a) an electronic copy of the signed award for immediate onward transmission by the AIAC to the parties; and
  - (b) as many signed originals as there are parties, plus one signed original for the AIAC, which shall communicate the award to the parties as soon as practicable.

### **Rule 31 – Interpretation or Correction of the Award**

- 31.1 Within 15 days after the receipt of an award, any party, with notice to all other parties and to the AIAC, may request the Tribunal to interpret the award or correct any clerical, typographical or computational errors or make an additional award as to any claim or counterclaim presented in the proceedings but omitted from the award.
- 31.2 If the Tribunal considers such a request justified after considering the contentions of the parties, it shall comply with such request within 15 days after receipt of the parties' last submissions in respect of the requested interpretation, correction or additional award. Any interpretation, correction or additional award made by the Tribunal shall be in writing and shall include reasons and shall form part of the award, and shall be transmitted to the AIAC in accordance with Rule 30.7.
- 31.3 The Tribunal on its own initiative may, within 15 days after the date of the award, correct any clerical, typographical or computational errors or make an additional award as to any claim or counterclaim presented in the proceedings but omitted from the award.
- 31.4 The parties shall be responsible for all costs associated with any request for interpretation or correction of an award, or with any additional award, and the Tribunal may allocate such costs between the parties.



## **Rule 32 – Settlement and Other Reasons for Termination**

- 32.1 If the parties settle the dispute before a final award is made, the Tribunal shall terminate the arbitration and, if requested by all parties, may record the settlement in the form of an award on agreed terms, stating that the award is made by consent. The Tribunal is not obliged to give reasons for such award.
- 32.2 If the parties have taken no steps in the arbitration for a period of six months, or such longer period as may be determined by the Tribunal, or the Director of the AIAC if the Tribunal is not yet appointed, the Tribunal or the Director of the AIAC, as the case may be, shall, after notice to the parties, issue an order terminating the arbitration, unless a party raises objections to such termination which the Director of the AIAC or the Tribunal, as the case may be, considers, in their discretion, to be justified.
- 32.3 If the arbitration is terminated for any reason before a final award is made, the parties shall remain jointly and severally liable for the costs of arbitration specified in Rules 36.2(a), (b), (c), (e), (f), (g) and (h) until such costs have been paid in full.

## **Section 8 – Financial Provisions**

### **Rule 33 – Case Management Fee**

- 33.1 As soon as practicable after the submission of the Response in accordance with Rule 3, or, if no Response is submitted, after the time for submission of a Response has elapsed, the AIAC shall direct the parties to pay the case management fee prescribed by the Fee Schedule (the “Case Management Fee”), which shall be paid by the party or parties directed to pay it no later than the deadline set by the AIAC for the payment.
- 33.2 The Case Management Fee shall be increased correspondingly, in accordance with the Fee Schedule, if a new monetary or non-monetary claim is introduced or if the amount of a monetary claim or counterclaim is increased at any time during the arbitration, in which case, the amount of any such increase will be included in an advance on costs directed by the AIAC in accordance with Rule 33.1.
- 33.3 The AIAC shall direct the parties to pay the Case Management Fee in such proportions as it deems appropriate, taking into account all the circumstances of the dispute.

- 33.4 If the Case Management Fee is not paid promptly and in full, the AIAC shall so inform the parties in order that one or more of them may make the required payment, without which the AIAC may suspend or terminate the proceedings.

### **Rule 34 – Advances on Costs**

- 34.1 Promptly upon the notification of the appointment of the Tribunal in accordance with Rule 8.2, and from time to time thereafter during the arbitration, the Director of the AIAC, upon consultation with the Tribunal, shall direct the parties to pay appropriate amounts as an advance for the costs of the arbitration, other than the parties' own legal and other costs. The filing of a counterclaim or a new claim may result in the calculation of additional advances.
- 34.2 The advance shall be paid in equal shares by the Claimant and the Respondent. If a party fails to pay its share, another may substitute for it; in case of non-payment of the entire advance of costs within the time limit fixed by the Director of the AIAC, the Request shall be deemed withdrawn and the AIAC shall terminate the arbitration; this provision applies mutatis mutandis to any counterclaim.
- 34.3 If the payments directed are not made promptly and in full, the AIAC shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Tribunal may, after consultation with the AIAC, order the suspension or termination of the proceedings.
- 34.4 The Tribunal shall not continue with the arbitration if it has not sought and obtained confirmation from the AIAC that the AIAC is holding sufficient funds on account of the accrued and anticipated costs of arbitration, other than the parties' own legal and other costs.
- 34.5 Failure by a party asserting a claim or counterclaim to make the required payment may be deemed by the Tribunal a withdrawal of the claim or counterclaim.
- 34.6 After the final award has been made, the AIAC shall return any unexpended balance to the parties in the proportions in which the payments were made.

### **Rule 35 – Fees and Expenses of the Tribunal**

- 35.1 The fees and expenses of the Tribunal shall conform to the Fee Schedule and shall be reasonable in amount,

taking into account the time spent by the Tribunal, the size and complexity of the case and any other relevant circumstances.

- 35.2 Any dispute regarding the fees and expenses of the Tribunal shall be determined by the Director of the AIAC.

### **Rule 36 – Costs of Arbitration**

- 36.1 The Tribunal shall fix the costs of the arbitration in its final award or, if it deems appropriate, in any other order or award. The Tribunal may allocate such costs among the parties if it determines that allocation is reasonable, taking into account the circumstances of the case and any matter prescribed by the Rules that may affect such allocation.
- 36.2 Such costs may include:
- (a) the fees and expenses of the Tribunal;
  - (b) the costs of assistance required by the Tribunal, including its experts;
  - (c) the fees and expenses of the AIAC;
  - (d) the reasonable legal and other costs incurred by the parties;
  - (e) any costs incurred in connection with a notice for emergency or interim measures pursuant to Rule 23 or Rule 24;
  - (f) any costs incurred in the operation of Rule 18.5;
  - (g) any costs associated with the exchange of information pursuant to Rule 20; and
  - (h) any costs incurred in connection with an application for joinder, consolidation or intervention pursuant to Rules 25, 26 or 27.

## **Section 9 – Concluding Provisions**

### **Rule 37 – Waiver**

A party who knows of any non-compliance with any provision or requirement of the Rules or the Arbitration Agreement, and proceeds with the arbitration without promptly stating its objections in writing to the AIAC, before the appointment of the Tribunal, or to the Tribunal, after its appointment, waives the right to object.

### **Rule 38 – Confidentiality**

- 38.1 Confidential information disclosed during the arbitration by the parties or by witnesses shall not be divulged by the parties, by an arbitrator, by any emergency arbitrator, by any expert to the Tribunal, by any secretary of the Tribunal, or by the AIAC, including its officers and employees. Unless otherwise agreed in writing by the parties or required by applicable law, the members of the Tribunal, any emergency arbitrator, any expert to the Tribunal, any secretary of the Tribunal, and the AIAC, including its officers and employees, shall keep confidential all matters relating to the arbitration or the award.
- 38.2 An award may be made public only with the consent of all parties or as required by law, except that the AIAC may publish or otherwise make publicly available selected awards, orders, decisions and rulings that have become public in the course of enforcement proceedings or otherwise and, unless otherwise agreed in writing by the parties, may publish selected awards, orders, decisions, and rulings that have been edited to conceal the names of the parties and other identifying details.
- 38.3 Unless the parties agree in writing otherwise, the Tribunal may make orders concerning the confidentiality of the arbitration or any matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

### **Rule 39 – Limitation of Liability**

The members of the Tribunal, any secretary of the Tribunal, any emergency arbitrator, any expert to the Tribunal, and the AIAC, including its officers and employees, shall not be liable to any party for any act or omission in connection with the arbitration, unless such act or omission constitutes wilful misconduct or gross negligence.

### **Rule 40 – Vacancy of the Position of Director of the AIAC**

In the event the position of Director of the AIAC becomes vacant, the following officers, in order of precedence, shall assume the powers of the Director of the AIAC under the Rules until the appointment of a new Director of the AIAC:

- (a) the Deputy Director of the AIAC;
- (b) the Assistant Director of the AIAC; or
- (c) the Head of Legal Services of the AIAC.

**Appendix I**

**ASIAN SPORTS  
ARBITRATION FEE  
SCHEDULE**

1. This Fee Schedule shall be applied in all arbitrations in which the parties have agreed in writing to arbitrate a sports-related dispute under the Rules.
2. All fees are stated in Malaysian Ringgit ("RM") for domestic arbitration or U.S. Dollar ("USD") for international arbitration.
3. All fees stated in this Fee Schedule are exclusive of any applicable taxes or charges. The parties have a duty to pay and are liable for any government or statutory imposed taxes or other charges which amounts shall be included in the final calculation of the deposits, recoverable by the AIAC, or the Tribunal, as the case may be, as against the parties directly.

### **Registration Fee**

4. In accordance with Rules 2 and 6, the following non-refundable Registration Fee shall be paid in full by the Claimant at the time the Request is submitted to the AIAC:
  - (a) RM600 for domestic arbitration; or
  - (b) USD150 for international arbitration.
5. The non-refundable Registration Fee may be waived in exceptional cases as the Director of the AIAC deems appropriate.

### **Case Management Fee**

6. The Case Management Fee shall comprise the fees and expenses of the Tribunal, and the AIAC Administrative Fee.
7. In accordance with Rule 33, as soon as practicable after the submission of the Response in accordance with Rule 3, or, if no Response is submitted, after the time for submission of a Response has elapsed, the AIAC shall direct the parties to pay the Case Management Fee calculated by reference to the value of the Claimant's claim, and the Respondent's counterclaim, if any.
8. Where the claim has a monetary value that is not known at the time of the Request or Response, the relevant party shall be required to estimate the monetary value, failing which the Director of the AIAC shall fix the Case Management Fee, taking into account all the circumstances of the dispute.
9. Where the claim does not have a monetary value and is unquantifiable, the Director of the AIAC shall determine

the Case Management Fee, taking into account all the circumstances of the dispute.

10. The Case Management Fee shall be increased correspondingly if a new monetary or non-monetary claim is introduced or if the amount of a monetary claim or counterclaim is increased at any time during the arbitration, in which case the amount of any such increase will be included in an advance on costs directed by the AIAC in accordance with Rule 34.1.
11. The AIAC shall direct the parties to pay the Case Management Fee in such proportions as it deems appropriate, taking into account all the circumstances of the dispute.
12. The Case Management Fee shall be paid by the party or parties directed to pay it no later than the deadline set by the AIAC for the payment. If the Case Management Fee is not paid promptly and in full, the AIAC shall so inform the parties in order that one or more of them may make the required payment, without which the Director of the AIAC may suspend or terminate the proceedings.
13. In addition to the Case Management Fee, expenses incurred by the AIAC in its administration of the arbitration, including, but not limited to, telephone, postage and courier charges, shall be reimbursed to the AIAC from advances paid by the parties.

## Fees and Expenses of the Tribunal

14. The hourly and daily rates for each arbitrator shall be as set out in the table below, provided that, in exceptional cases, higher rates may be applied if, on consultation with the Tribunal, the Director of the AIAC deems a higher rate appropriate taking into account all the circumstances of the case, and provided that the higher rate shall be agreed in writing by all the parties.

### Domestic Arbitration

Sum claimed and/or counterclaimed (RM)	Hourly rate (RM)	Daily rate (RM)
Up to 500,000	560	4,480
500,001 to 1,500,000	700	5,600
1,500,001 to 2,500,000	840	6,720
2,500,001 to 5,000,000	980	7,840

Sum claimed and/or counterclaimed (RM)	Hourly rate (RM)	Daily rate (RM)
5,000,001 to 10,000,000	1,120	8,960
10,000,001 to 15,000,000	1,260	10,080
Over 15,000,000	1,400	11,200

### International Arbitration

Sum claimed and/or counterclaimed (USD)	Hourly rate (USD)	Daily rate (USD)
Up to 500,000	140	1,120
500,001 to 1,500,000	175	1,400
1,500,001 to 2,500,000	210	1,680
2,500,001 to 5,000,000	245	1,960
5,000,001 to 10,000,000	280	2,240
10,000,001 to 15,000,000	315	2,520
Over 15,000,000	350	2,800

15. In the event of cancellation or postponement of a scheduled hearing less than four weeks before the start of the hearing, or at any time during the hearing, the Tribunal may, with the approval of the AIAC, charge 50% of its daily rate for the number of days reserved for the hearing but not used.
16. The Tribunal may also charge for expenses incurred in the course of the arbitration, which must be reasonable in amount, taking into account all the circumstances of the case, and which will be paid by the AIAC to the Tribunal on presentation of supporting receipts.
17. Subject to Clause 30 below, the fees and expenses of the Tribunal shall be paid by the AIAC to the Tribunal, on presentation of supporting invoices, from the advances paid by the parties.

### AIAC Administrative Fee

18. The AIAC Administrative Fee shall be based on the value of claims and counterclaims, as set out in the table below.



**Domestic Arbitration**

Sum claimed and/or counterclaimed (RM)	Case Management Fee (RM) 1 arbitrator	Case Management Fee (RM) 3 arbitrators
Up to 12,500	700	1,040
12,501 to 25,000	1,400	2,100
25,001 to 37,500	2,100	3,120
37,501 to 50,000	2,800	4,200
50,001 to 100,000	5,600	8,400
100,001 to 500,000	7,000	10,500
500,001 to 1,000,000	14,000	21,000
1,000,001 to 2,500,000	28,000	42,000
2,500,001 to 5,000,000	42,000	63,000
5,000,001 to 10,000,000	56,000	84,000
Over 10,000,000	98,000 + 0.1% excess over 10,000,000 up to a maximum of 50,000	98,000 + 0.125% excess over 10,000,000 up to a maximum of 50,000

**International Arbitration**

Sum claimed and/or counterclaimed (USD)	Case Management Fee (USD) 1 arbitrator	Case Management Fee (USD) 3 arbitrators
Up to 12,500	175	260
12,501 to 25,000	350	525
25,001 to 37,500	525	780
37,501 to 50,000	700	1,050
50,001 to 100,000	1,400	2,100
100,001 to 500,000	1,750	2,625
500,001 to 1,000,000	3,500	5,250
1,000,001 to 2,500,000	7,000	10,500
2,500,001 to 5,000,000	10,500	15,750

5,000,001 to 10,000,000	14,000	21,000
Over 10,000,000	24,500 + 0.1% excess over 10,000,000 up to a maximum of 50,000	24,500 + 0.125% excess over 10,000,000 up to a maximum of 50,000

19. The Director of the AIAC may, taking into account all the circumstances of the dispute, fix the Registration Fee and the Case Management Fee at an amount higher or lower than that provided for under Clauses 4 and 6 respectively.
20. The Case Management Fee for a non-monetary claim or counterclaim shall be fixed by the Director of the AIAC, taking into account all the circumstances of the dispute. The Director of the AIAC may, if necessary, request additional information from the parties regarding the non-monetary claim or counterclaim in determining the Case Management Fee.

### Emergency Arbitration Fee

21. An application for the appointment of an Emergency Arbitrator shall be accompanied by the following Emergency Arbitration Fee, without which the application will be treated as not having been received:
  - (a) RM35,000 for domestic arbitration; or
  - (b) USD12,000 for international arbitration.
22. The Emergency Arbitration Fee shall comprise:
  - (a) the Emergency Arbitrator's fee of RM30,000 for domestic arbitration or USD10,000 for international arbitration; and
  - (b) the AIAC Administrative Fee of RM5,000 for domestic arbitration or USD2,000 for international arbitration.
23. If the Director of the AIAC grants the application for the appointment of an Emergency Arbitrator, no part of the Emergency Arbitration Fee shall be refundable. If the AIAC refuses the application, the Emergency Arbitrator's fee shall be returned to the party that paid it.
24. No part of the AIAC Administrative Fee shall be refundable.

## **Advances on Costs**

25. In accordance with Rule 34.1, the AIAC shall, promptly upon the notification of the appointment of the Tribunal in accordance with Rule 8.2, and from time to time thereafter during the arbitration, direct the parties to pay appropriate amounts as an advance for the costs of the arbitration as set out at Rule 36.2, other than the parties' own legal and other costs.
26. If the payments directed are not made promptly and in full, the AIAC shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Tribunal may, after consultation with the Director of the AIAC, order the suspension or termination of the proceedings.
27. Failure by a party asserting a claim or counterclaim to make the required payment may be deemed by the Tribunal a withdrawal of the claim or counterclaim.
28. After the final award has been made, the AIAC shall return any unexpended balance to the parties in the proportions in which the payments were made.

## **Hearing Rooms and Support Services**

29. The fees set out in this Fee Schedule do not cover the cost of hire of hearing rooms, or the cost of any related support services, including, but not limited to, any secretary of the Tribunal, court reporting, transcription, translation, photocopying and catering.

## **Joint and Several Liability**

30. The parties shall be jointly and severally liable to the AIAC and the Tribunal for the costs of the arbitration, as set out at Rule 36.2, other than the parties' own legal and other costs, until all such costs have been paid in full.

## **Disputes**

31. Any dispute regarding the Emergency Arbitration Fee or the fees and expenses of the Tribunal shall be determined by the Director of the AIAC.

**Appendix II**

**SELECTION AND/  
OR ELIGIBILITY  
DISPUTES**

## **Clause 1 – Scope**

The purpose of Appendix II is to provide, in the interests of the athletes and of sport, for the resolution by arbitration of any disputes relating to selection and/or eligibility disputes.

## **Clause 2 – Application for Arbitration**

- 2.1 A party wishing to initiate an arbitration under Appendix II shall submit an application to the AIAC, and at the same time to all other parties to the arbitration (the “Application”). The Application shall include, or be accompanied by the following:
- (a) where applicable, a copy of the selection and/or eligibility decision being challenged;
  - (b) a brief statement of the facts and legal arguments on which the application is based;
  - (c) the Claimant’s request for relief;
  - (d) where applicable, an application for a stay of the effects of the selection and/or eligibility decision being challenged or for any other preliminary relief of an extremely urgent nature;
  - (e) any appropriate comments on the basis for the Special Panel’s jurisdiction; and
  - (f) the Claimant’s address at the site where the dispute arise from and, where applicable, the electronic mail address at which the Claimant can be reached for the purposes of the proceedings and, where applicable, the same information for the person representing the Claimant.
- 2.2 The application shall be written in English.

## **Clause 3 – Formation of the Special Panel**

- 3.1 Upon receipt of the Application, the Director of the AIAC shall select and appoint a Special Panel composed of a sole arbitrator to preside over the dispute (the “Special Panel”).
- 3.2 In the event that it appears appropriate under the circumstances, the Director of the AIAC may, in his discretion, appoint three arbitrators to the Special Panel and appoint the presiding arbitrator thereof.
- 3.3 If an application is filed which is related to an arbitration already pending before a Special Panel under Appendix

II, the Director of the AIAC may assign the second dispute to the Special Panel appointed to decide the first dispute. In order to decide upon such assignment, the Director of the AIAC shall take into account all the circumstances, including the relation between the two cases and the progress already made in the first case.

- 3.4 The AIAC shall convey the application to the Special Panel.

#### **Clause 4 – Language of Arbitration**

The arbitration shall be conducted in English or any other language(s) determined by the Special Panel.

#### **Clause 5 – Seat of Arbitration**

The seat of the arbitration shall be Kuala Lumpur, Malaysia. However, the Special Panel may carry out all the actions which fall within their mission at the site where the dispute arise from or in any other place they deem appropriate.

#### **Clause 6 – Representation and Assistance**

- 6.1 The parties may be represented or assisted by persons of their choice insofar as circumstances permit, particularly with regard to the time limit set for the award.
- 6.2 The names, addresses and telephone numbers of the persons representing the parties and details of any other written forms of electronic communication by which they may be reached shall appear in the Application or be submitted at the start of the hearing.

#### **Clause 7 – Notifications and Communications**

- 7.1 All notifications and communications from the Special Panel or the AIAC shall be given as follows:
- (a) to the Claimant by delivery to the address at the site where the dispute arise from appearing in the Application or at the electronic mail address specified in the Application; and
  - (b) to the Respondent by delivery or electronic mail to the Respondent's office or place of residence at the site where the dispute arise from.
- 7.2 The Special Panel may also give notifications and communications by telephone and confirm them subsequently in writing, or by electronic mail. In the

absence of written confirmation, the communication is nevertheless valid if the addressee had actual knowledge of it.

- 7.3 Notifications and communications from the parties shall be delivered to the Special Panel and the AIAC at their respective physical or electronic mail addresses.

### **Clause 8 – Independence of the Special Panel**

- 8.1 All arbitrators appointed to the Special Panel must be independent of the parties and disclose immediately any circumstance likely to compromise their independence.
- 8.2 No arbitrator appointed to the Special Panel may act as counsel for a party or other interested person.

### **Clause 9 – Challenge, Disqualification and Removal of an Arbitrator**

- 9.1 An arbitrator must disqualify himself/herself voluntarily or, failing that, may be challenged by a party if circumstances give rise to legitimate doubts as to the arbitrator's independence. The Director of the AIAC shall take cognisance of any challenge requested by a party and decide upon the challenge immediately after giving the parties and the challenged arbitrator the opportunity to be heard, insofar as circumstances permit. Any challenge must be brought as soon as the reason for the challenge becomes known.
- 9.2 Any arbitrator may be removed by the Director of the AIAC if he/she is prevented from carrying out the assignment or fails to perform his/her duties in accordance with Appendix II.
- 9.3 If an arbitrator disqualifies her or himself voluntarily or if the Director of the AIAC accepts a challenge by a party or removes an arbitrator, the Director of the AIAC shall immediately appoint an arbitrator to fill the vacancy.

### **Clause 10 – Stay of Decision Challenged and Preliminary Relief of Extreme Urgency**

- 10.1 In case of extreme urgency, the Special Panel may rule on an application for a stay of the effects of the challenged decision or for any other preliminary relief without hearing the Respondent first. The decision granting such relief ceases to be effective when the Special Panel gives a decision within the meaning of Clause 15 of Appendix II.

- 10.2 When deciding whether to award any preliminary relief, the Special Panel shall consider whether the relief is necessary to protect the Claimant from irreparable harm, the likelihood of success on the merits of the claim, and whether the interests of the Claimant outweigh those of the Respondent.

## **Clause 11 – Proceedings before the Special Panel**

### **11.1 Defence of Lack of Jurisdiction**

Any defence of lack of jurisdiction of the Special Panel must be raised at the start of the proceedings or, at the latest, at the start of the hearing.

### **11.2 Procedure**

The Special Panel shall organise the procedure as it considers appropriate while taking into account the specific needs and circumstances of the case, the interests of the parties, in particular their right to be heard, and the particular constraints of speed and efficiency specific to the present procedure. The Special Panel shall have full control over the evidentiary proceedings.

### **11.3 Hearing**

- (a) Except where it considers another form of procedure more appropriate, the Special Panel shall summon the parties to a hearing on very short notice immediately upon receipt of the Application. It shall append a copy of the Application to the summons to appear addressed to the Respondent.
- (b) At the hearing, the Special Panel shall hear the parties and take all appropriate action with respect to evidence. The parties shall introduce at the hearing all the evidence they intend to adduce and produce the witnesses, who shall be heard immediately.
- (c) If it considers itself to be sufficiently well informed, the Special Panel may decide not to hold a hearing and to render an award immediately.

### **11.4 Other Evidentiary Measures**

- (a) If a party requests an opportunity to introduce additional evidence which, for legitimate reasons, it was not able to produce at the hearing, the Special Panel may permit such introduction to the extent necessary to the resolution of the dispute.



- (b) The Special Panel may at any time take any appropriate action with respect to evidence.
- (c) In particular, it may appoint an expert and order the production of documents, information or any other evidence. It may also, in its discretion, decide whether to admit or exclude evidence offered by the parties and assess the weight of evidence. The Special Panel shall inform the parties accordingly.

#### 11.5 Failure to Appear

If any party fails to appear at the hearing or to comply with injunctions, summonses or other communications issued by the Special Panel, the Special Panel may nevertheless proceed.

### **Clause 12 – Special Panel’s Power to Review**

The Special Panel shall have full power to establish the facts on which the application is based.

### **Clause 13 – Time Limit**

The Special Panel shall give a decision within 48 hours of the lodging of the Application. In exceptional cases, this time limit may be extended by the Special Panel if circumstances so require.

### **Clause 14 – Decision-making, Form and Communication of the Decision**

- 14.1 Decisions are taken by a majority or, in the absence of a majority, by the presiding arbitrator of the Special Panel. It shall be written, dated and signed by the sole arbitrator or the presiding arbitrator of the Special Panel and, in principle, brief reasons will be stated.
- 14.2 It shall be communicated to the parties immediately. The Special Panel may decide to communicate the operative portion of the award, prior to the reasons. The award shall be final from such communication.

### **Clause 15 – Enforceability and Scope of the Decision**

#### 15.1 Choice of Final Award or Referral

Taking into account all the circumstances of the case, including the Claimant’s request for relief, the nature and complexity of the dispute, the urgency of its resolution,

the extent of the evidence required and of the legal issues to be resolved, the parties' right to be heard and the state of the record at the end of the arbitration proceedings, the Special Panel may either make a final award or refer the dispute to arbitration in accordance with the Rules. The Special Panel may also make an award on part of the dispute and refer the unresolved part of the dispute to the regular procedure under the Rules.

#### 15.2 Preliminary Relief in Cases of Referral

If the Special Panel refers the dispute to the regular procedure under the Rules, the Special Panel may, even where the parties have made no application to that effect, grant preliminary relief which will remain in effect until the Tribunal decide otherwise in accordance with the Rules.

#### 15.3 Referral

If the Special Panel refers the dispute to the regular procedure under the Rules, the following provisions shall apply:

- (a) The Special Panel may set a time limit for the Claimant to bring the dispute before the AIAC in accordance with Rule 2 or provide for referral on its own motion ("*ex officio* referral"); and
- (b) The Special Panel formed in the course of the present dispute remains assigned to the resolution of the dispute under the regular procedure of the Rules and, by submitting to Appendix II, the parties waive any provision to the contrary in the Rules or in their agreement concerning the number of arbitrators and the way in which the Tribunal shall be formed.

### **Clause 16 – Remedies**

The decision of the Special Panel is enforceable immediately, and shall be final and binding upon the parties.

### **Clause 17 – Cost-free Nature of the Proceedings**

The facilities and services of the AIAC, including the provision of Special Panel to the parties to a dispute, are free of charge. However, the parties shall pay their own costs of legal representation, experts, witnesses and interpreters.

# **ASIAN SPORTS ARBITRATION RULES**



# ASIAN SPORTS ARBITRATION RULES

## ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)

(ESTABLISHED UNDER THE AUSPICES OF THE  
ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANIZATION)

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