



ASIAN INTERNATIONAL ARBITRATION CENTRE

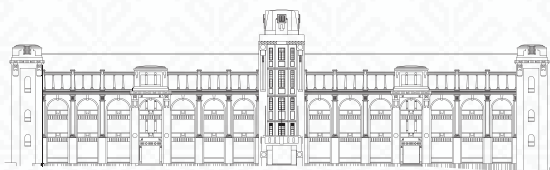
# AIAC

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# ARBITRATION

# RULES 2026

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## Guideline and Application

- A. The Asian International Arbitration Centre ("**AIAC**") Arbitration Rules 2026 ("**2026 Rules**") take effect from 1 January 2026.
- B. The 2026 Rules have been revised as part of the restructuring initiatives of the AIAC. The 2026 Rules reflect the global best practices in arbitration. The objectives sought to be achieved with the introduction of the 2026 Rules are better delineation of roles and functions, greater transparency, ensuring integrity and accountability of the arbitration procedures. The 2026 Rules provide for the AIAC Court of Arbitration in line with the standards of other global international arbitral institutions.
- C. Upon the coming into effect of the AIAC Arbitration Rules, all previous editions of the AIAC Arbitration Rules shall no longer be applicable, unless the Parties agree that such previous edition applies.
- D. Where an arbitration has been commenced under any previous editions of the AIAC Arbitration Rules, such editions shall continue to apply. The reference to the "Director" in any previous editions of the AIAC Arbitration Rules shall refer to the "President of the AIAC Court of Arbitration".
- E. Under any arbitration agreement referring to the AIAC 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, or the filing of an application for the appointment of an Emergency Arbitrator, shall be applied unless otherwise agreed to by the Parties. Any reference to the AIAC Fast Track Arbitration Rules after this date shall be taken as a reference to the Fast Track Procedure in the 2026 Rules.
- F. All approvals, directions, notices, guidelines, circulars, guidance notes, practice notes, rulings, decisions, notifications, exemptions and

other executive acts, howsoever called, made available by the AIAC through their website on or before 1 January 2026, shall continue to remain in full force and effect, until amended, replaced, rescinded or revoked.

## Model Arbitration Clause and Model Submission Agreement

The following **Model Arbitration Clause** may be adopted by the Parties:

*“Any dispute, controversy, difference or claim arising out of or relating to this contract as well as any non-contractual claims, shall be finally resolved by arbitration administered by the AIAC, in accordance with the AIAC Arbitration Rules in force at the time of the commencement of the arbitration.”*

If the contract does not contain an existing agreement between the Parties to arbitrate, and the Parties have agreed to arbitrate in accordance with the AIAC Arbitration Rules by way of a submission agreement, or the Parties wish to substitute an existing arbitration clause for one referring the dispute to arbitration under the AIAC Arbitration Rules, the Parties may adopt the following **Model Submission Agreement**:

*“The Parties hereby agree to refer any dispute, controversy, difference or claim arising out of or relating to the contract dated \_\_\_\_\_ as well as any non-contractual claims, to be finally resolved by arbitration. Such arbitration shall be administered by the AIAC in accordance with the AIAC Arbitration Rules in force at the time of the commencement of the arbitration.”*

At the option of the Parties, the following aspects are recommended for inclusion in the Model Arbitration Clause and the Model Submission Agreement:

- *The seat of arbitration shall be [City, Country].*
- *The number of arbitrators shall be [a sole arbitrator / a panel of three arbitrators].*
- *The language to be used in the arbitration shall be [...].*
- *The law governing the arbitration [clause / agreement] shall be [...].*
- *Before referring the dispute to arbitration, the Parties shall attempt to seek an amicable*



*settlement of that dispute by mediation within [... days] (e.g. 30 days) of the dispute arising in accordance with the AIAC Mediation Rules as in force on the time of the commencement of mediation.*

### **Optional Fast Track Procedure Inclusion**

Where the Parties agree to the expedited conduct of the arbitration, the Parties may consider incorporating the following clause in the Model Arbitration Clause or the Model Submission Agreement:

*“The Parties agree to have the arbitration conducted in accordance with the Fast Track Procedure of the AIAC Arbitration Rules.”*

**PART I**

# AIAC ARBITRATION RULES 2026

## Introduction

### Rule 1 – General

- 1.1. Where the Parties have agreed to refer their dispute to the AIAC for arbitration, or to arbitration in accordance with the AIAC Arbitration Rules, then:
  - (a) the Parties shall be deemed to have agreed that the arbitration shall be conducted and administered by the AIAC in accordance with the Rules; and
  - (b) if the seat of arbitration is in Malaysia, sections 41 and 46 of the Arbitration Act 2005 [Act 646] shall not apply.
- 1.2. The Rules consist of the following parts: Part I – AIAC Arbitration Rules 2026 and Part II – Schedules. The Rules shall include the Schedules attached thereto, as may be published by the AIAC from time to time.
- 1.3. The AIAC Court may from time to time issue guidance notes and circulars to implement administrative aspect of the Rules.
- 1.4. In all matters that are not expressly provided for in the Rules, the AIAC Court, the Arbitral Tribunal, and the Parties shall act in the spirit of fair, expeditious, economical and final resolution of disputes when implementing the Rules, and shall make every reasonable effort to ensure that all Awards are legally enforceable.

### Rule 2 – Interpretation and Definitions

- 2.1. In case of discrepancy or inconsistency, the English text of the Rules prevails over other language versions.
- 2.2. All references in the Rules to the singular shall include the plural, where applicable, and vice versa.
- 2.3. All personal pronouns in the Rules, whether used in the masculine, feminine, or neutral gender, shall include all other genders.

#### 2.4. Definitions used in the Rules:

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

**“AIAC Court”** means the AIAC Court of Arbitration and includes any member(s) or committee consisting of not less than three members of the AIAC Court tasked with performing the functions of the AIAC Court;

**“Arbitral Tribunal”** means a sole arbitrator, an Emergency Arbitrator, or a panel of arbitrators appointed pursuant to the Rules;

**“Award”** means a decision made by the Arbitral Tribunal and includes any Final Award, interim award, partial award, Consent Award, Emergency Award, and any award on costs or interest but does not include interlocutory orders;

**“Claimant”** means the Party who initiates the arbitration by delivering the notice of arbitration;

**“Clause”** means the numbered provision of Schedule II as contained in Part II of the Rules;

**“Communication”** means any written notice, correspondence, pleading, witness statement, expert report, submission, or other document delivered during the course of the arbitration, including a Procedural Order;

**“Consent Award”** means an Award made by the Arbitral Tribunal, upon the request of the Parties, to record the Parties’ agreement to settle the dispute pursuant to Rule 51.2;

**“days”** means calendar days by 11:59 p.m. (GMT+8) on any given day, unless specified otherwise, and includes weekends and public holidays;

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

**“Emergency Arbitrator”** means the arbitrator appointed by the President pursuant to an Emergency Arbitrator Request submitted under Rule 12.1;

**“Emergency Arbitration”** means the arbitration conducted by an Emergency Arbitrator pursuant to Rule 12 and Rule 13;

**“Emergency Award”** means an award issued by an Emergency Arbitrator pursuant to Rule 13;

**“Final Award”** means an award made by the Arbitral Tribunal, including a partial or additional award, which finally determines an issue in dispute in the proceedings;

**“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;
- (b) one of the following is situated in any State other than Malaysia notwithstanding the Parties having their places of business 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 or other relationship is to be performed or the place with which the subject matter of the dispute is mostly closely connected;
- (c) the Parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one 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;

**“President”** means President of the AIAC Court and includes the Vice-President to undertake the duties of the President in his absence;

**“Procedural Order”** means a direction from the Arbitral Tribunal that relates to the conduct of the proceedings, including the setting out of any procedural timelines or any extensions thereof;

**“Registrar”** means the Registrar of the AIAC Court and includes the Deputy Registrar to undertake the duties of the Registrar in his absence;

**“Respondent”** means the Party upon whom the notice of arbitration is delivered;

**“Rule”** or **“Rules”** means the AIAC Arbitration Rules 2026 which includes the numbered provision as contained in Part I of the AIAC Arbitration Rules 2026;

**“State”** means a sovereign State and not a component State of Malaysia, unless specified otherwise; and

**“virtually”** means the use of technology to remotely participate in the arbitration, including attending or appearing at meetings, conferences, deliberations, or hearings by using a video conferencing platform, telephone, or any other appropriate means.

### **Rule 3 – Communication and Calculation of Time Limits**

- 3.1. Any Communication may be delivered by hand, registered post or courier service, or transmitted by any form of electronic means, including electronic mail, facsimile, and any system of communication designated by the AIAC, or delivered by any other appropriate means that provides a record of its delivery, unless otherwise agreed to by the Parties or directed by the Arbitral Tribunal.

- 3.2. Any Communication shall be deemed received on the day it is delivered, either physically or electronically:
- (a) to the recipient personally or to its authorised representative;
  - (b) to the recipient's place of business, habitual residence or other designated address;
  - (c) to any address, including an email address, as agreed to by the Parties;
  - (d) according to the practice of the Parties in prior dealings; or
  - (e) if, after reasonable efforts, none of these can be found, then at the recipient's last-known residence or place of business.
- 3.3. Where multiple modes of delivery are used, the Communication shall be deemed received on the earliest day it is delivered pursuant to Rule 3.2, with such day to be determined with reference to the recipient's time zone.
- 3.4. Where a Communication is to be delivered to multiple Claimants or Respondents, delivery shall be deemed effected upon receipt of the Communication by the last Claimant or Respondent.
- 3.5. If the last day of any time limit under the Rules is not a business day at the place of receipt of a Communication, the time limit is extended until the first business day which follows, unless otherwise provided by relevant law.
- 3.6. Any Communication exchanged between the Arbitral Tribunal and the Parties shall be delivered to all other Parties and to the AIAC at the same time or as soon as practicable.
- 3.7. The President and the AIAC, in exercising their functions pursuant to the Rules, may use electronic or digital signatures in any Communication made by them, including the execution of appointment documents, without

affecting the validity of the Communication, unless otherwise provided by relevant law.

#### **Rule 4 – Representation**

- 4.1. A Party to the arbitration may be represented in the proceedings by any representative appointed by that Party unless otherwise provided by relevant law.
- 4.2. A Party shall promptly notify the AIAC, the Arbitral Tribunal, and the other Party, in writing, of any changes in its representation.

### **Commencement of the Arbitration**

#### **Rule 5 – Notice of Arbitration**

- 5.1. The Claimant shall deliver to the Respondent and the AIAC a notice of arbitration that shall include:
  - (a) a demand that the dispute be referred to arbitration;
  - (b) the names and contact details of the Parties and their representatives, if any;
  - (c) a copy or description of the arbitration agreement that is invoked;
  - (d) a copy or description of the contract, treaty, or any other instrument out of or in connection to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
  - (e) a brief description of the circumstances of the dispute, the claim and the relief or remedy sought, and where possible, an indication of the amount claimed or the estimated amount claimed, if any;
  - (f) a statement on the existence of any third-party funding relationship and the identity and contact details of the third-party funder;



- (g) confirmation that all existing pre-conditions to arbitration have been satisfied; and
- (h) relevant information or proposal as to the applicable rules and law, language, number of arbitrators, the seat of arbitration, and the procedure for the constitution of the Arbitral Tribunal if the Parties have not previously agreed thereof.

5.2. The notice of arbitration may also include:

- (a) a proposal that the arbitration be administered by the AIAC in accordance with the Rules, where such has not previously been agreed upon;
- (b) the identification of a proposed sole arbitrator as referred to in Rule 18.1 or Rule 20.1(a); and
- (c) the identification of a proposed Party-nominated arbitrator as referred to in Rule 19.1 or Rule 20.1(b).

5.3. Where claims arise out of multiple contracts, the Claimant may file a single notice of arbitration, provided that a Consolidation Request is also submitted to the AIAC pursuant to Rule 8.2.

5.4. The date the AIAC receives the following shall be deemed to be the date of commencement of arbitration:

- (a) the notice of arbitration;
- (b) a statement confirming the date and mode where the notice of arbitration was delivered to the Respondent or proof of such delivery; and
- (c) proof of payment of the non-refundable filing fee, as described in Schedule 2, Clause 4.

5.5. The AIAC will notify the Parties of the date of commencement of arbitration.

- 5.6. If the Claimant fails to comply with Rule 5.4, the arbitration shall be deemed not to have commenced without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent notice of arbitration.
- 5.7. 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 6 – Response to the Notice of Arbitration**

- 6.1. Within 30 days of the receipt of the notice of arbitration, the Respondent shall deliver to the Claimant and the AIAC a response to the notice of arbitration, which shall include:
  - (a) the name and contact details of each Respondent and its representatives;
  - (b) a response to the statements and claims made in the notice of arbitration;
  - (c) a brief statement describing the nature and circumstances of any counterclaim or set-off, specifying the relief or remedy sought and, where possible, an indication of the amount of any counterclaim or set-off;
  - (d) a statement on the existence of any third-party funding relationship and the identity and contact details of the third-party funder; and
  - (e) relevant information or proposal as to the applicable rules and law, language, number of arbitrators, the seat of arbitration, and the procedure for the constitution of the Arbitral Tribunal if the Parties have not previously agreed thereof.
- 6.2. The response to the notice of arbitration may also include:
  - (a) a plea that an Arbitral Tribunal to be constituted under the Rules lacks jurisdiction;

- (b) a proposal that the arbitration be administered by the AIAC in accordance with the Rules, where such has not previously been agreed upon;
  - (c) the identification of a proposed sole arbitrator as referred to in Rule 18.1 or Rule 20.1(a); and
  - (d) the identification of a proposed Party-nominated arbitrator as referred to in Rule 19.1 or Rule 20.1(b).
- 6.3. The failure, delay or deficiency of the Respondent to submit its response to the notice of arbitration will not prevent the AIAC from making any decision under the Rules and proceeding with the administration of the arbitration.
- 6.4. The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the Respondent's failure to deliver a response to the notice of arbitration, or any delay or deficiencies in the response to the notice of arbitration, which shall be finally resolved by the Arbitral Tribunal.

## Procedural Requests

### Rule 7 – Fast Track Procedure

- 7.1. A Party may submit a request to the AIAC for the operation of the Fast Track Procedure ("**Fast Track Request**"), at the time of initiation of arbitration or any time prior to the constitution of the Arbitral Tribunal where one or more of the following applies:
- (a) the Parties have agreed to adopt the Fast Track Procedure, or any edition of the AIAC Fast Track Arbitration Rules;
  - (b) the amount in dispute, as described in the notice of arbitration, is quantified at less than USD3,000,000.00 for international arbitration or less than RM2,000,000.00 for domestic arbitration; or
  - (c) there is exceptional urgency.

- 7.2. A Fast Track Request submitted pursuant to Rule 7.1(b) or Rule 7.1(c) shall be determined by the President having regard to all relevant circumstances considered appropriate.
- 7.3. The AIAC shall notify the Parties of the operation of the Fast Track Procedure.
- 7.4. An arbitration under the Fast Track Procedure shall:
  - (a) be heard before a sole arbitrator to be appointed pursuant to Rule 18.1 or Rule 20.1(a), unless otherwise agreed by the Parties; and
  - (b) proceed as a documents-only arbitration unless otherwise determined by the Arbitral Tribunal, after consulting the Parties.
- 7.5. With respect to the collection of deposits under the Fast Track Procedure, the following shall apply:
  - (a) following the AIAC's notification of the operation of the Fast Track Procedure pursuant to Rule 7.3, the AIAC shall request a deposit ("**FTD**") to cover 100% of the estimated costs of the arbitration conducted in accordance with the Fast Track Procedure;
  - (b) the Arbitral Tribunal's fees and the AIAC Administrative Fee in a Fast Track Procedure shall be fixed pursuant to Schedule 1(C) for international arbitration (USD scale) and Schedule 1(D) for domestic arbitration (RM scale). This is without prejudice to the freedom of the Parties and the Arbitral Tribunal to agree on the fees and expenses of the Arbitral Tribunal as set out under Rule 47.5;
  - (c) where counterclaims are submitted by the Respondent, separate FTDs corresponding to the claims and counterclaims may be fixed by the Registrar;

- (d) if the amount in dispute is unquantified at the time of the AIAC's notification of the operation of the Fast Track Procedure, the FTD shall be fixed at USD50,000.00 for international arbitration or RM50,000.00 for domestic arbitration;
- (e) the FTD shall be borne by the Parties in equal shares unless otherwise determined by the Registrar pursuant to Rule 7.5(c);
- (f) the FTD shall be payable by the Parties to the AIAC within 10 days from the date of the AIAC's request and where the FTD remains unpaid, the AIAC shall give the other Party an opportunity to make the required payment within 10 days;
- (g) in the event the FTD remains outstanding after 20 days of the AIAC's final reminder and:
  - (i) if the Arbitral Tribunal is yet to be constituted, the AIAC may treat the claims for which the FTD remains outstanding as withdrawn without prejudice; or
  - (ii) if the Arbitral Tribunal has been constituted, without affecting the liberty of the Parties and the Arbitral Tribunal to execute any Fee Agreement pursuant to Rule 47.5, the arbitration shall not proceed until the FTD is paid in full and the Arbitral Tribunal may, after consulting the Registrar, terminate the arbitration, or any part thereof, or order that the arbitration shall no longer be conducted in accordance with the Fast Track Procedure;
- (h) during the course of the arbitration, the AIAC may request additional FTD from the Parties which shall be payable within 10 days from the date of the AIAC's request; and

- (i) in the event any additional FTD requested pursuant to Rule 7.5(h) remains outstanding after 20 days of the AIAC's final reminder for payment, the Arbitral Tribunal may, after consulting the Registrar, suspend or terminate the arbitration or any part thereof, until the outstanding payment has been made.
- 7.6. The Award shall be made within six months from the date of the constitution of the Arbitral Tribunal, unless otherwise agreed by the Parties.
- 7.7. Upon the request of a Party or where there is repeated non-compliance of the Fast Track Procedure in the arbitration, the Arbitral Tribunal may, after consulting the Parties and the Registrar, order that the arbitration shall no longer be conducted in accordance with the Fast Track Procedure.
- 7.8. An order terminating the operation of the Fast Track Procedure pursuant to Rule 7.5(g) (ii) or Rule 7.7 shall not affect the validity of the appointment of the Arbitral Tribunal, who may continue to preside over the arbitration, save that any Fee Agreement executed under the Fast Track Procedure shall no longer be effective unless otherwise determined by the President.
- 7.9. Save for the matters governed under Rule 7, the remainder of the Rules shall remain applicable to any arbitration conducted in accordance with the Fast Track Procedure.

## Rule 8 – Consolidation of Arbitrations

- 8.1 Prior to the constitution of an Arbitral Tribunal in the arbitrations sought to be consolidated, a Party may file an application with the AIAC to consolidate two or more arbitrations pending or administered under the Rules into a single arbitration ("**Consolidation Request**") where:
  - (a) the Parties agree to the consolidation;

- (b) all the claims and counterclaims in the arbitrations are made under the same arbitration agreement; or
- (c) the claims are made under more than one arbitration agreement where a common question of law or fact arises, the rights to relief claimed arise out of the same or a series of related transactions, and the arbitration agreements are compatible.

8.2 The Consolidation Request shall include:

- (a) the case reference number of the arbitrations sought to be consolidated;
- (b) a copy of the documentation in which the arbitration agreement is contained in or in respect of which the dispute referred to arbitration arises from;
- (c) a copy of any separate arbitration agreement;
- (d) a brief description of the legal and factual basis for the Consolidation Request;
- (e) any Communication between the Parties relating to the intended consolidation that the requesting Party deems relevant to the Consolidation Request; and
- (f) a statement on the existence of any third-party funding and the identity of the third-party funder; and
- (g) a statement confirming that a copy of the Consolidation Request has been delivered to all Parties and the Arbitral Tribunal.

8.3 A Consolidation Request shall also be submitted to the AIAC pursuant to Rule 8.2 where a single notice of arbitration is delivered to the Respondent(s) in respect of claims arising out of multiple contracts between the same Parties, as provided for in Rule 5.3.

8.4 In deciding whether to consolidate, the AIAC Court shall consult with the Parties, the

Arbitral Tribunal if constituted, and shall have regard to:

- (a) the stage of the pending arbitrations;
- (b) the efficiency and expeditiousness of the arbitrations;
- (c) any prejudice that may be caused to any of the Parties; and
- (d) any other relevant circumstances.

8.5 The AIAC Court may allow the Consolidation Request in whole or in part.

8.6 Where an application for consolidation is made under Rule 8.1(a) on the basis of the agreement of all Parties, the President shall have the power to determine the Consolidation Request in place of the AIAC Court.

8.7 Where the AIAC Court dismisses a Consolidation Request, then:

- (a) any arbitrations that are not consolidated shall continue as separate arbitrations; and
- (b) in the event of claims arising out of multiple contracts, the Claimant shall be required to issue separate notices of arbitration pursuant to each contract and separate proof of payment of the non-refundable filing fee, in respect of each arbitration.

8.8 When two or more arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise determined by the AIAC Court after consulting the Parties. The AIAC Court shall, after consulting the Parties, designate the Parties in the consolidated arbitration as Claimant(s) and Respondent(s).

8.9 Within 7 days of being notified of the decision of the AIAC Court to allow the Consolidation Request, all Parties may agree on the arbitrators to be appointed to the consolidated arbitration



and the process for such appointment, failing which, any Party may request the President to appoint the Arbitral Tribunal, whereby:

- (a) the President may, in his discretion, re-constitute the entire Arbitral Tribunal to the exclusion and release of any arbitrators nominated or appointed as at the date of the decision to allow the Consolidation Request; and
  - (b) all Parties shall be deemed to have waived their right to nominate an arbitrator, without prejudice to their right to challenge any appointed arbitrator pursuant to Rule 23.1.
- 8.10 Where a Consolidation Request is allowed, the AIAC Court shall determine a reasonable sum for any fees and expenses payable to any arbitrator who is released from the arbitration.
- 8.11 The decision of the AIAC Court to allow a Consolidation Request shall not affect the validity of any act done or order made by any arbitrator who is released from the arbitration pursuant to Rule 8.9(a).

## **Rule 9 – Summary Determination**

- 9.1 Any Party to an arbitration may submit to the Arbitral Tribunal a request for a summary determination (“**Summary Determination Request**”) to dismiss, in whole or in part, a claim, counterclaim or defence where:
- (a) the claim or counterclaim or defence is manifestly without merit; or
  - (b) the claim or counterclaim or defence manifestly falls outside the Arbitral Tribunal’s jurisdiction.
- 9.2 Before exercising its power under Rule 9.1, the Arbitral Tribunal shall afford the Parties a reasonable opportunity to make representations on the Summary Determination Request to the Arbitral Tribunal.

- 9.3 A decision of the Arbitral Tribunal to allow the Summary Determination Request shall be made within 45 days from the date of filing of this Request and in the form of an Award, in respect of which provision in relation to technical review under Rule 42 shall apply.

## Rule 10 – Joinder of Parties

- 10.1 Any Party to an arbitration or an additional party (“**Additional Party**”) may, at the time of filing of the notice of arbitration, or no later than the filing of the statement of defence and counterclaim, or at any time thereafter provided there exists exceptional circumstances, request one or more Additional Parties to be joined as a Party to the arbitration (“**Joinder Request**”) where:
- (a) all Parties to the arbitration and the Additional Party consent in writing to the joinder;
  - (b) such Additional Party is *prima facie* bound by the arbitration agreement that gives rise to the arbitration; or
  - (c) the participation of such Additional Party is necessary for the efficient resolution of the dispute and directly affects the outcome of the arbitration.
- 10.2 If the Arbitral Tribunal is yet to be constituted, the Joinder Request shall be submitted to the AIAC, with a copy delivered to the other Parties, including the Additional Party.
- 10.3 If the Arbitral Tribunal has been constituted, the Joinder Request shall be submitted to the Arbitral Tribunal, with a copy delivered to the AIAC, the other Parties, including the Additional Party.
- 10.4 A Joinder Request shall include:
- (a) the case reference number of the arbitration;

- (b) the full names and complete contact details of all Parties, including the Additional Party;
  - (c) information as to whether the Additional Party is to be joined as a Claimant or a Respondent to the arbitration, and any relief or remedy sought by or against the Additional Party;
  - (d) a copy of the documentation in which the arbitration agreement is contained in or in respect of which the nexus to the Additional Party arises from;
  - (e) a brief description of the legal and factual basis in support of the Joinder Request, including the relief or remedy sought;
  - (f) a statement confirming that a copy of the Joinder Request has been delivered to all Parties, including the Additional Party;
  - (g) any Communication between the Parties relating to the intended joinder that the requesting Party deems relevant to the Joinder Request; and
  - (h) a statement on the existence of any third-party funding and the identity of the third-party funder.
- 10.5 All Parties, including the Additional Party, shall within 15 days of receipt of a Joinder Request, submit to the Arbitral Tribunal or, prior to the constitution of the Arbitral Tribunal, to the AIAC, a response to the Joinder Request indicating its consent or objection to the Joinder Request.
- 10.6 In deciding whether to allow the Joinder Request, in whole or in part, the AIAC Court or the Arbitral Tribunal, as the case may be, shall consult all the Parties, including the Additional Party, and have regard to all relevant circumstances considered appropriate, including:
- (a) whether all Parties to the arbitration and the Additional Party have given their consent in writing to the Joinder Request;

- (b) whether such Additional Party is *prima facie* bound by the arbitration agreement; or
  - (c) whether the participation of such Additional Party is necessary for the efficient resolution of the dispute and directly affects the outcome of the arbitration.
- 10.7 Any decision by the AIAC Court pursuant to Rule 10.6 to allow the Joinder Request is without prejudice to the Arbitral Tribunal's power to decide any question as to its jurisdiction arising from such a decision.
- 10.8 If a Joinder Request is allowed, the AIAC Court may, in its discretion, release any arbitrator already confirmed or appointed, and thereafter appoint the Arbitral Tribunal in accordance with the procedure in Rule 20.1.
- 10.9 Where the Joinder Request is allowed, the date on which the complete Joinder Request is received by the AIAC or the Arbitral Tribunal, as the case may be, shall be deemed the date of the commencement of the arbitration in respect of the Additional Party.

## Interim Measures and Emergency Arbitration

### Rule 11 – Interim Measures

- 11.1 At the request of either Party, the Arbitral Tribunal may order any interim measures it deems necessary or appropriate.
- 11.2 Where the Arbitral Tribunal is yet to be constituted, any Party that wishes to seek interim measures may submit a request to the President to appoint an Emergency Arbitrator pursuant to Rule 12.
- 11.3 An interim measure is any temporary measure by which, at any time prior to the issuance of the Final Award, the Arbitral Tribunal orders a Party to, amongst others:

- (a) maintain or restore the status quo pending determination of the dispute;
  - (b) take action that would prevent, or refrain from taking action that is likely to cause:
    - (i) current or imminent harm; or
    - (ii) prejudice to the arbitral process itself;
  - (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or
  - (d) preserve evidence that may be relevant and material to the resolution of the dispute.
- 11.4 The Party requesting an interim measure under Rule 11.3(a) – (c) shall satisfy the Arbitral Tribunal that:
- (a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the Party against whom the measure is directed if the measure is granted; and
  - (b) there is a reasonable possibility that the requesting Party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.
- 11.5 The Arbitral Tribunal shall, in respect of a request for an interim measure under Rule 11.3(d) or any other interim measure, apply the requirements in Rule 11.4, only to an extent considered appropriate.
- 11.6 Any interim measure granted shall take the form of an order, with reasons given, or an Award, as the Arbitral Tribunal considers appropriate.
- 11.7 The Arbitral Tribunal, may require the Party requesting an interim measure to provide

appropriate security in connection with the measure.

- 11.8 The Arbitral Tribunal may require any Party to promptly disclose any material change in the circumstances upon which the interim measure was requested or granted.
- 11.9 The Arbitral Tribunal may modify, suspend, or terminate an interim measure that has been granted upon the application of any Party or, in exceptional circumstances on the Arbitral Tribunal's initiative, with prior notice to the Parties.
- 11.10 The Party requesting an interim measure may be liable for any costs and damages caused by the measure to any Party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the arbitration.
- 11.11 A request for interim measures addressed by any Party to a court or other judicial authority shall not be deemed incompatible with the agreement to arbitrate or as a waiver of that agreement.
- 11.12 Any application to a court or judicial authority must be promptly notified to the Arbitral Tribunal and the Registrar.

## **Rule 12 – Emergency Arbitrator Request**

- 12.1 A Party may request the appointment of an Emergency Arbitrator where urgent interim measures are sought prior to the constitution of the Arbitral Tribunal ("**Emergency Arbitrator Request**").
- 12.2 The Emergency Arbitrator Request may be filed:
  - (a) prior to the filing of the notice of arbitration;
  - (b) concurrent with the filing of the notice of arbitration; or

- (c) any time prior to the constitution of the Arbitral Tribunal.
- 12.3 Where the Emergency Arbitrator Request is filed prior to the filing of the notice of arbitration, the Party or Parties shall within 7 days from the filing of the Emergency Arbitrator Request file its notice of arbitration.
- 12.4 The Emergency Arbitrator Request shall be in writing and shall include, among others:
- (a) the names and contact details of the Parties and their representatives, if any;
  - (b) a brief description of the legal and factual basis supporting the Emergency Arbitrator Request, including identifying the interim measure urgently sought and the grounds for requiring the appointment of an Emergency Arbitrator;
  - (c) proof of payment of the Emergency Arbitrator Request Fee and the Emergency Arbitrator's Fees, as prescribed in Schedule 2, Clause 6.1; and
  - (d) a statement confirming that a copy of the Emergency Arbitrator Request has been delivered to all other Parties or an explanation of the steps taken to notify the other Parties;
  - (e) identification of the arbitration agreement that is invoked;
  - (f) a copy or description of the contract, treaty or other instrument out of or in connection to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
  - (g) any agreement on the seat of the arbitration, the applicable law(s) and language(s) of the arbitration;
  - (h) a statement on the existence of any third-party funding and the identity of the third-party funder; and
  - (i) any other relevant documents.

- 12.5 The Emergency Arbitrator Request shall be determined by the President having regard to all relevant circumstances considered appropriate within 1 day from the date of receipt of the complete Emergency Arbitrator Request in accordance with Rule 12.4.
- 12.6 The President shall seek to appoint an Emergency Arbitrator, and notify the Parties of the appointment within 2 days from the date where the Emergency Arbitrator Request is allowed.
- 12.7 An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed to by the Parties in writing.
- 12.8 In the event of a challenge to the appointment of the Emergency Arbitrator, Rule 23 shall apply to the Emergency Arbitrator, save that:
- (a) any challenge to the appointment of an Emergency Arbitrator shall be made no later than 2 days from the date the receipt of the notice of appointment of the Emergency Arbitrator or from the date the Party is or becomes aware of the circumstances giving rise to the challenge pursuant to Rule 23.1; and
  - (b) the time limits specified in Rule 23.3 and Rule 23.5 shall be reduced to 2 days save that a decision on the challenge shall be rendered within 2 days. The AIAC Court may determine that no reasons are to be provided for the decision on the challenge.
- 12.9 If within 2 days from the date of the notice of challenge, the other Party agrees to the challenge or the challenged Emergency Arbitrator resigns from office, the President may seek to appoint a substitute Emergency Arbitrator. Neither of which shall amount to an acceptance of the validity of the grounds for challenge.



### Rule 13 – Emergency Arbitration

- 13.1 Where the Parties have agreed on the seat of arbitration, such seat shall be the seat of the Emergency Arbitration. Where the seat of arbitration has not been agreed to by the Parties, and without prejudice to the Arbitral Tribunal's determination of the seat pursuant to Rule 29.2, the seat of the Emergency Arbitration shall be Kuala Lumpur, Malaysia.
- 13.2 The Emergency Arbitrator shall conduct the Emergency Arbitration in such manner as it deems appropriate, taking into account the inherent urgency of the emergency proceedings. The Emergency Arbitrator shall provide a reasonable opportunity for all Parties to present their case.
- 13.3 Any order or Emergency Award on interim measures shall be made no later than 14 days from the date of the first Procedural Order. The President may, upon a reasoned request from the Emergency Arbitrator, extend this time limit after consulting the Parties, or if otherwise deemed necessary.
- 13.4 In the event a Party does not participate in the Emergency Arbitration, the Emergency Arbitrator may conduct the Emergency Arbitration *in absentia*.
- 13.5 The Emergency Arbitrator shall conduct the Emergency Arbitration on a documents-only basis unless Parties agree otherwise. *In lieu* of an in-person hearing, the Emergency Arbitrator may provide that the Emergency Arbitration be conducted virtually.
- 13.6 The Emergency Arbitrator shall have the powers vested in the Arbitral Tribunal in accordance with relevant law and the Rules, including the power to rule on the Emergency Arbitrator's own jurisdiction in respect of any application without prejudice to the Arbitral Tribunal's determination on jurisdiction.

- 13.7 The Emergency Arbitrator may make any order or Award that an Arbitral Tribunal can make, including adjourning all or any part of the claim for emergency interim measures for determination by the Arbitral Tribunal when so constituted.
- 13.8 An order of the Emergency Arbitrator pursuant to Rule 13.3 shall be made in writing and state the reasons upon which the decision is made.
- 13.9 An Emergency Award shall:
- (a) be made in writing;
  - (b) state the date when the Emergency Award was made, the seat of the Emergency Arbitration, and the reasons upon which the decision is based; and
  - (c) be signed by the Emergency Arbitrator either physically or electronically unless provided otherwise by relevant law.
- 13.10 The Emergency Arbitrator shall promptly deliver sufficient original copies of the order or Emergency Award to the AIAC for authentication.
- 13.11 The AIAC shall notify the Parties of its receipt of the order or Emergency Award from the Emergency Arbitrator which shall only be released to the Parties by the AIAC upon full settlement of the costs of the Emergency Arbitration, including any government or statutory imposed taxes or other charges where applicable.
- 13.12 The order or Emergency Award shall be delivered by the AIAC to the Parties and for the purpose of these Rules, shall be deemed to have been delivered on the day of the Parties' earliest receipt by email, collection by hand, or registered mail.
- 13.13 Upon the constitution of the Arbitral Tribunal:
- (a) the Emergency Arbitrator shall have no further power to act;

- (b) the Arbitral Tribunal may reconsider, modify or vacate any order or Emergency Award issued by the Emergency Arbitrator; and
  - (c) the Arbitral Tribunal is not bound by the order or Emergency Award and reasons given by the Emergency Arbitrator.
- 13.14 An order or Emergency Award shall be binding on the Parties when rendered.
- 13.15 By agreeing to arbitration under the Rules, the Parties undertake to comply with such order or Emergency Award immediately and without delay.
- 13.16 The order or Emergency Award ceases to be binding if:
- (a) the Arbitral Tribunal is not constituted within 90 days of the order or Emergency Award;
  - (b) the Emergency Arbitrator or the Arbitral Tribunal so decides;
  - (c) an Arbitral Tribunal makes a Final Award;
  - (d) arbitration is not commenced pursuant to Rule 5.4 within 30 days from the date of the order or Emergency Award; or
  - (e) the claim which the Emergency Arbitrator Request is based upon is withdrawn.

#### **Rule 14 – Costs of Emergency Arbitration**

- 14.1 The costs associated with Emergency Arbitration shall be apportioned by the Emergency Arbitrator, subject to the power of the Arbitral Tribunal to determine the final apportionment of such costs.
- 14.2 A Party applying for the appointment of an Emergency Arbitrator shall pay the deposits set out in Schedule 2, Clause 6, upon filing the Emergency Arbitrator Request.

- 14.3 The costs of the Emergency Arbitration shall include:
- (a) the Emergency Arbitrator Request Fee;
  - (b) the Emergency Arbitrator's Fee; and
  - (c) the reasonable costs incurred by the Parties, including costs for legal representation.
- 14.4 Where the payment of the costs set out in Schedule 2, Clause 6 is not made in due time, the AIAC shall dismiss the application.

## Constitution of the Arbitral Tribunal

### Rule 15 – General Rules of Appointment

- 15.1 Where the Parties have agreed to arbitration under the Rules, the President shall be the appointing authority.
- 15.2 The Parties are free to agree on the number of arbitrators.
- 15.3 Where the number of arbitrators has not been agreed to by the Parties in the arbitration agreement, a sole arbitrator shall be appointed unless the AIAC Court determines otherwise, after considering the views of the Parties on, *inter alia*, the nature and complexity of the dispute, that the appointment of three arbitrators is warranted. Such appointment shall be made only upon the request from either Party to the President.
- 15.4 In exercising the power to appoint the Arbitral Tribunal under the Rules, the President may, in his discretion, seek such information from the Parties as he deems appropriate and exercise such other powers as vested by the Rules.
- 15.5 Any nomination or agreement by the Parties to nominate or appoint the Arbitral Tribunal under the Rules shall be subject to confirmation of the appointment by the President at his discretion.

**Rule 16 – Considerations for Appointment**

- 16.1 When appointing arbitrators, the President shall have regard to:
- (a) the nature and circumstances of the dispute;
  - (b) the applicable law;
  - (c) the seat and language of the arbitration;
  - (d) the nationality of the Parties;
  - (e) the availability of the arbitrator who possesses the required qualifications;
  - (f) any stipulations in the relevant agreement;
  - (g) any suggestions made by the Parties themselves; and
  - (h) any other relevant considerations.
- 16.2 The Parties and co-arbitrators are encouraged to take into account considerations of diversity when nominating arbitrators in accordance with the Rules.
- 16.3 When exercising its authority to appoint arbitrators under the Rules, the President may take into account considerations of diversity.

**Rule 17 – Impartiality, Independence and Availability of the Arbitral Tribunal**

- 17.1 The Arbitral Tribunal in conducting the arbitration under the Rules shall be, and remain at all times impartial and independent, and conduct itself in accordance with the AIAC Code of Conduct for Arbitrators.
- 17.2 An individual approached in connection with a possible appointment as an arbitrator shall be required to disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 17.3 The obligation to disclose in Rule 17.2 is a continuing one to be undertaken without delay, from the time of the arbitrator's appointment.

- 17.4 Prior to accepting an appointment or a nomination, a prospective arbitrator shall consider whether he has the capacity, including sufficient competency and availability, to determine the case expeditiously and efficiently.

### **Rule 18 – Sole Arbitrator**

- 18.1 If the Parties have agreed that a sole arbitrator is to be appointed, the Parties may jointly nominate the sole arbitrator within 30 days of the Respondent's receipt of the notice of arbitration.
- 18.2 Where the Parties are unable to agree on the nomination of the sole arbitrator, either Party may request the President to appoint the sole arbitrator.

### **Rule 19 – Three Arbitrators**

- 19.1 Unless otherwise agreed to by the Parties, the procedure for appointing three arbitrators shall be:
- (a) each Party nominates one arbitrator, and both Party-nominated arbitrators shall thereafter nominate the third arbitrator, who shall act as the presiding arbitrator of the Arbitral Tribunal;
  - (b) if the Claimant fails to nominate the first arbitrator within 30 days of the Respondent's receipt of the notice of arbitration, either Party may request the President to appoint the first arbitrator;
  - (c) if within 30 days after the receipt of the Claimant's notification of its nomination of the first arbitrator, the Respondent fails to nominate the second arbitrator, either Party may request the President to appoint the second arbitrator; and
  - (d) if within 30 days after the appointment or the confirmation of appointment of the second arbitrator, both Party-nominated

arbitrators have not agreed on the nomination of the presiding arbitrator, either Party may request the President to appoint the presiding arbitrator.

## **Rule 20 – Multi-Party Appointment of the Arbitral Tribunal**

20.1 Where there are multiple Parties as Claimant or Respondent, the procedure for the appointment of the Arbitral Tribunal shall be that:

- (a) if a sole arbitrator is to be appointed, then Rule 18.1 shall apply; or
- (b) if three arbitrators are to be appointed, and multiple Claimants or Respondents expressly agree in, or pursuant to, the arbitration agreement, to act collectively and jointly nominate an arbitrator, then, within 30 days of the delivery of the notice of arbitration to the last Respondent:
  - (i) each Claimant, or group of Claimants, and each Respondent, or group of Respondents, shall nominate an equal number of arbitrators who shall, within 30 days of their appointment, nominate a presiding arbitrator for the President's confirmation pursuant to Rule 15.5, failing which, the presiding arbitrator shall be appointed by the President; or
- (c) if three arbitrators are to be appointed, and a joint nomination pursuant to Rule 20.1(b) fails by reason of the absence of an agreement between the Parties to jointly nominate or otherwise, then:
  - (i) the entire Arbitral Tribunal shall be constituted by the President, upon the request of any Party; and
  - (ii) any nominated arbitrators shall be excluded from consideration and any appointed arbitrators shall be released unless the Parties agree to retain such nominations or appointments.

## **Rule 21 – Appointment of the Arbitral Tribunal**

21.1 Where the President is requested to appoint an arbitrator under the Rules, unless otherwise agreed to by the Parties or determined by the President, the following list procedure shall apply:

- (a) the AIAC shall provide each of the Parties with an identical list containing at least three nominated arbitrators;
- (b) within 15 days after receipt of the list, each Party may return the list to the AIAC after deleting the nominated arbitrators it objects to and numbering the remaining nominated arbitrators on the list in its order of preference;
- (c) upon receipt of the Parties' responses or after the expiration of the above time limit, whichever is earlier, the President shall appoint the relevant arbitrator from among the nominated arbitrators approved on the lists returned to the AIAC and in accordance with the order of preference indicated by the Parties; and
- (d) if for any reason the appointment cannot be made according to this list procedure, the President may exercise his discretion in appointing a suitable arbitrator.

21.2 In making an appointment under the Fast Track Procedure and Emergency Arbitration, the President shall make a direct appointment.

## **Rule 22 – Tribunal Secretary**

22.1 The Arbitral Tribunal may appoint a tribunal secretary for the arbitration.

22.2 The provisions under Rule 17 shall apply, *mutatis mutandis*, to the appointment of tribunal secretary.

22.3 The Arbitral Tribunal's appointment of a tribunal secretary is subject to the approval



of the Parties. The Arbitral Tribunal shall not delegate any decision-making authority to the tribunal secretary.

- 22.4 In cases where a tribunal secretary has been appointed following the approval of the Parties, the tribunal secretary may be removed or replaced by the Arbitral Tribunal in consultation with the Parties. In the event of a replacement, the procedure of Rule 22 shall apply.

## Challenge, Removal and Replacement of the Arbitral Tribunal

### Rule 23 – Challenge of an Arbitrator

- 23.1 A Party may challenge an arbitrator, including an arbitrator nominated by that Party, if it is aware of existing circumstances, or later becomes aware of a change in circumstances, that:
- (a) gives rise to justifiable doubts as to the arbitrator's impartiality or independence;
  - (b) indicates that the arbitrator does not possess any of the requisite qualifications that the Parties agreed to;
  - (c) fails to act or in the event of the *de jure* or *de facto* impossibility to perform his functions; or
  - (d) fails to perform his functions in accordance with the Rules.
- 23.2 Notwithstanding Rule 23.1, a Party may challenge its nominated arbitrator only in circumstances of which the Party becomes aware after the appointment has been made.
- 23.3 To initiate the challenge of an arbitrator under Rule 23.1 or 23.2, a Party shall deliver a written notice to the challenged arbitrator specifying the reasons and grounds for the challenge within 15 days from when the Party is aware or becomes aware of the change in circumstances ("**Challenge Notice**").

- 23.4 A copy of the Challenge Notice shall be delivered to the AIAC, the other Parties, and any other members of the Arbitral Tribunal as soon as practicable.
- 23.5 Within 15 days of the delivery of the Challenge Notice on the challenged arbitrator:
- (a) the other Party may agree to the challenge; or
  - (b) the challenged arbitrator may resign from office,
- neither of which shall amount to an acceptance of the validity of the grounds for the challenge.
- 23.6 In the event the Challenge Notice cannot be resolved pursuant to Rule 23.5, any Party may submit a request to the AIAC Court to determine the challenge ("**Challenge Request**").
- 23.7 The Challenge Request shall include:
- (a) a brief description of the legal and factual basis supporting the Challenge Request;
  - (b) any Communication between the challenged arbitrator, the Arbitral Tribunal, and the Parties that the requesting Party deems relevant for the Challenge Request;
  - (c) proof of payment of the non-refundable Challenge Request Fee as prescribed in Schedule 2, Clause 5.1; and
  - (d) a statement confirming that a copy of the Challenge Request has been delivered to the challenged arbitrator, the other Parties, and any other members of the Arbitral Tribunal.
- 23.8 The Arbitral Tribunal may continue the arbitration pending the determination of the Challenge Request, unless otherwise determined by the AIAC Court after consulting the Parties.
- 23.9 The AIAC Court may request additional information or submissions from the

challenged arbitrator, any of the Parties, or the other members of the Arbitral Tribunal for the purpose of the AIAC Court's determination of the Challenge Request, which shall be provided to the AIAC within a stipulated time limit.

- 23.10 The AIAC Court shall decide on the Challenge Request in writing and state reasons for the decision as soon as practicable.
- 23.11 Where a Challenge Request is allowed under Rule 23.10, the AIAC Court shall determine a reasonable sum for any fees and expenses payable to the challenged arbitrator, including the apportionment of the costs of the challenge.
- 23.12 If a challenge is filed against an arbitrator who is a member of the AIAC Court, a Committee of the AIAC Court shall be constituted which shall include one member who is not a member of the AIAC Court to decide the Challenge Request.

## **Rule 24 – Removal of an Arbitrator**

- 24.1 The President may on his own initiative, and after consulting the Parties and the Arbitral Tribunal, determine that an arbitrator shall be removed and replaced where:
- (a) the arbitrator is prevented or inhibited from discharging his functions; or
  - (b) there exist exceptional circumstances, including any violation of the AIAC Code of Conduct for Arbitrators or the improper discharge of functions under the Rules.

## **Rule 25 – Replacement of the Arbitral Tribunal**

- 25.1 An arbitrator shall be replaced by the President as soon as practicable where:
- (a) the arbitrator is deceased;
  - (b) the arbitrator resigns;
  - (c) the Parties agree;

- (d) the arbitrator is removed by the AIAC Court pursuant to a Challenge Request under Rule 23.10; or
  - (e) the arbitrator is removed by the President pursuant to Rule 24.1.
- 25.2 Where an arbitrator is to be replaced, the AIAC Court shall determine a reasonable sum for any fees and expenses payable to the replaced arbitrator.
- 25.3 Any replacement arbitrator shall be appointed in accordance with the same procedure that was applicable to the appointment of the arbitrator being replaced unless otherwise agreed by the Parties and any time limit to nominate a replacement arbitrator shall commence from the date the Parties were notified of the removal or resignation of the arbitrator.
- 25.4 The re-constituted Arbitral Tribunal and the Parties shall, as soon as practicable, arrive at an agreement on an appropriate remuneration for the fees and expenses of the re-constituted Arbitral Tribunal.
- 25.5 Unless otherwise agreed to by the Parties, where any arbitrator including the presiding arbitrator is replaced, hearings previously held may be repeated at the discretion of the Arbitral Tribunal.

## Arbitration Proceedings

### Rule 26 – Jurisdiction of the Arbitral Tribunal

- 26.1 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 having regard to the following principles:
  - (a) an arbitration agreement that forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and

- (b) a decision by the Arbitral Tribunal that the contract is null and void shall not automatically invalidate the arbitration agreement.
- 26.2 A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, where a counterclaim or a set-off have been raised, in the defence to the counterclaim or in the defence to the set-off.
- 26.3 A plea that the Arbitral Tribunal is acting in excess of 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 arbitration. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.
- 26.4 A Party is not precluded from raising a jurisdictional plea by reason of it having nominated an arbitrator or requesting the President to appoint or confirm the Arbitral Tribunal.
- 26.5 The Arbitral Tribunal may rule on a plea referred to in Rule 26.2 or Rule 26.3 either as a preliminary question or in an Award.
- 26.6 The Arbitral Tribunal may continue the arbitration and make an Award, notwithstanding any pending challenge to its jurisdiction before a court or other judicial authority.

## **Rule 27 – Conduct of Arbitration**

- 27.1 The Arbitral Tribunal shall, after consulting the Parties, conduct the arbitration in such manner as it deems appropriate to ensure fair, expeditious, economical and final resolution of the dispute, provided always that the Parties are treated with equality and are given a reasonable opportunity to present their case.
- 27.2 As soon as practicable after the constitution of the Arbitral Tribunal, the Arbitral Tribunal shall

convene a case management conference with the Parties to discuss the procedures that will be most appropriate and efficient for the case.

- 27.3 The Arbitral Tribunal shall, after consulting the Parties, establish a Procedural Order for the arbitration as soon as practicable after its constitution.
- 27.4 The Arbitral Tribunal may, at any time, after consulting the Parties, vary existing Procedural Orders, including extending or abridging any time limits prescribed, and issue further Procedural Orders.

## **Rule 28 – Powers of the Arbitral Tribunal**

- 28.1 In conducting the arbitration, the powers that may be exercised by the Arbitral Tribunal include but are not limited to:
- (a) determining the rules or law applicable to the substance of the dispute and the law governing the arbitration agreement in the absence of any agreement by the Parties;
  - (b) determining the language of the arbitration in the absence of any agreement by the Parties;
  - (c) conducting case management meetings with the Parties, in person or virtually, to discuss the procedures most appropriate and efficient for the case;
  - (d) directing the order of proceedings, including, but not limited to, setting the timetable for submissions, determining the number of written submissions, bifurcating proceedings, limiting or excluding irrelevant testimony or other evidence or materials, and directing the Parties to focus their submissions on issues in respect of which a decision may dispose of all or part of the case;
  - (e) making necessary enquiries on the existence of third-party funding

arrangements and ordering disclosure of the identity of third-party funder and any change in circumstances throughout the course of the arbitration;

- (f) limiting or extending the time available for each Party to present its case;
- (g) conducting 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;
- (h) conducting enquiries by inviting the Parties to make their respective submissions on such issues;
- (i) ordering the Parties to make any property, goods or sites in their possession or control, which the Arbitral Tribunal deems relevant to the case, available for inspection;
- (j) ordering any Party to produce any documents in its possession or control which the Arbitral Tribunal deems relevant and material to the case, and to supply these documents or their copies to the Arbitral Tribunal and to the other Parties;
- (k) deciding whether or not to apply any rules of evidence or otherwise determine the admissibility, relevance, materiality and weight of any evidence or material tendered by a Party on any issue of fact or expert opinion, and to decide the time, manner and form in which such evidence or material shall be exchanged between the Parties and presented in the arbitration;
- (l) ordering and awarding the costs of the arbitration and any legal costs, including the proportion of costs to be borne by each of the Parties having regard to the

circumstances of the case, and without prejudice to the costs, in principle, being borne by the unsuccessful Party; and

- (m) subject to the applicable law, awarding simple or compound interest from such date, at such rate and with such rest as the Arbitral Tribunal considers appropriate, for any period ending no 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 arbitration;
  - (ii) any sum which is in issue in the arbitration but is paid before the date of the Award; or
  - (iii) costs awarded or ordered by the Arbitral Tribunal in the arbitration.

## **Rule 29 – Seat of Arbitration**

- 29.1 The Parties are at liberty to agree on the seat of arbitration.
- 29.2 Where the seat of arbitration has not been agreed to by the Parties, 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.
- 29.3 Without affecting the choice of the seat, the Parties and the Arbitral Tribunal are at liberty to agree to have meetings, conferences, deliberations, and hearings take place in person or virtually at a place or venue other than the seat of arbitration.

## **Rule 30 – Language**

- 30.1 The Parties are at liberty to agree on the language of the arbitration.
- 30.2 Where the language of the arbitration has not been agreed to by the Parties, the language shall be English, unless the Arbitral Tribunal



determines, having regard to the circumstances of the case, that another language is more appropriate.

- 30.3 Where any Communication has been submitted in a language other than the language of the arbitration, the Party submitting that Communication may be ordered to submit a translation in a form to be determined by the Arbitral Tribunal.

### **Rule 31 – Third-Party Funding**

- 31.1 Where a third-party funding agreement is made, the Party who is funded shall communicate in writing to the Arbitral Tribunal, the other Parties and the AIAC the existence of the third-party funding agreement and the identity of the third-party funder.
- 31.2 The communication in Rule 31.1 shall be made:
- (a) where the third-party funding agreement is made on or before the commencement of the arbitration, upon the commencement of the arbitration; or
  - (b) where the third-party funding agreement is made after the commencement of the arbitration, as soon as practicable after the third-party funding agreement is concluded.
- 31.3 Notwithstanding Rule 31.2, the Party who is funded shall, as soon as practicable, notify the Arbitral Tribunal, the other Parties and the AIAC of any change in circumstances relating to the third-party funding agreement, including termination, after the initial disclosure under Rule 31.1.
- 31.4 The Arbitral Tribunal may take into account any third-party funding agreement, including compliance or non-compliance of disclosure obligations under Rule 31, in the issuance of an order, Award or Final Award, or the apportionment of costs.

**Rule 32 – Statement of Claim**

- 32.1 The Claimant shall deliver its statement of claim in writing to the Respondent and the Arbitral Tribunal in accordance with the Procedural Order, with a copy delivered to the AIAC as soon as practicable.
- 32.2 The statement of claim shall include:
- (a) the names and contact details of the Parties and their representatives, if any;
  - (b) a statement of the facts supporting the claim;
  - (c) the points at issue;
  - (d) the relief or remedy sought; and
  - (e) the legal grounds or arguments supporting the claim.
- 32.3 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.
- 32.4 The statement of claim shall, where possible, be accompanied by documents and other evidence relied upon by the Claimant in support of its claim.

**Rule 33 – Statement of Defence and Counterclaim**

- 33.1 The Respondent shall deliver its statement of defence and any counterclaim in writing to the Claimant and the Arbitral Tribunal in accordance with the Procedural Order, with a copy delivered to the AIAC as soon as practicable.
- 33.2 The statement of defence shall reply to the particulars of the statement of claim set out in Rule 32.2(b) – (e), and shall, where possible, be accompanied by documents and other evidence relied upon by the Respondent in support of its defence.
- 33.3 In its statement of defence, or at a later stage in the arbitration if the Arbitral Tribunal

decides that the delay was justified under the circumstances, the Respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the Arbitral Tribunal has jurisdiction over it.

- 33.4 The provisions in Rule 32.2 and Rule 32.4 shall apply to a counterclaim and a claim relied on for the purpose of a set-off.

### **Rule 34 – Amendments to the Claim or Defence**

- 34.1 During the course of the arbitration, a Party may amend or supplement its claim or defence, including a counterclaim or a claim relied on 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 any prejudice to other Parties or any other circumstances.
- 34.2 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 35 – Further Written Statements or Submissions**

- 35.1 The Arbitral Tribunal shall decide whether any further written statements or submissions, in addition to the statement of claim and the statement of defence, shall be required from the Parties or may be presented by them and shall fix the periods of time for communicating such statements.

### **Rule 36 – Evidence**

- 36.1 Each Party shall have the burden of proving the facts relied on to support its claim or defence.
- 36.2 Witnesses, including expert witnesses, who are presented by the Parties to testify on any issue of fact or expertise in the arbitration may be any individual notwithstanding that the witness

is a Party to the arbitration or in any way related to the Party, subject to any requirements of independence for expert witnesses that the Parties may agree to or the Arbitral Tribunal may order.

- 36.3 Unless otherwise directed by the Arbitral Tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
- 36.4 Unless otherwise provided by relevant law or ordered by the Arbitral Tribunal, a Party or its representative may conduct interviews of actual or potential witnesses prior to such witnesses presenting oral evidence at any hearing, and assist such actual or potential witnesses, including expert witnesses in the preparation of statements or expert reports.
- 36.5 At any time during the arbitration, the Arbitral Tribunal may require the Parties to produce documents, exhibits, or other evidence within such a period of time as the Arbitral Tribunal shall determine.
- 36.6 The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

### **Rule 37 – Hearings**

- 37.1 Upon the request of a Party and at an appropriate stage of the arbitration, the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument.
- 37.2 In the absence of a request pursuant to Rule 37.1, the Arbitral Tribunal shall decide whether to hold such hearings or whether the arbitration shall be conducted on a documents-only basis.
- 37.3 In the event of a hearing, the Arbitral Tribunal shall accord the Parties adequate advance notice of the date, time, and place or mode thereof.

- 37.4 Witnesses, including expert witnesses, may be heard and examined under the conditions set out by the Arbitral Tribunal.
- 37.5 Hearings shall be held in private unless otherwise agreed to by the Parties.
- 37.6 The Arbitral Tribunal may require the retirement of any witness or witnesses, including an expert witness, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a Party to the arbitration shall not, in principle, be asked to retire.
- 37.7 The Arbitral Tribunal may direct that any witness, including an expert witness, be examined virtually or, after consulting with the Parties, direct that the entire hearing be conducted virtually.

### **Rule 38 – Experts Appointed by the Arbitral Tribunal**

- 38.1 The Arbitral Tribunal may, after consulting the Parties, appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal.
- 38.2 The Arbitral Tribunal shall establish the expert's terms of reference, setting out the specific issues that the expert is to determine, with a copy to be delivered to the Parties and the AIAC.
- 38.3 Before accepting an appointment, the expert shall submit to the Arbitral Tribunal and the Parties his qualifications and a statement disclosing any circumstances likely to give rise to any doubts as to his impartiality or independence.
- 38.4 Any objection by a Party to the expert's qualifications, impartiality, or independence shall be made within a time limit specified by the Arbitral Tribunal, save that where the appointment of an expert has been concluded,

the objection shall only be made for reasons which the Party becomes aware of after the appointment.

- 38.5 An objection made pursuant to Rule 38.4 shall be promptly determined by the Arbitral Tribunal.
- 38.6 The Parties shall provide any relevant information, documents, or materials for inspection as may be required by the expert.
- 38.7 Any dispute between a Party and the expert as to the relevance or production of any information, documents, or materials requested pursuant to Rule 38.6, shall be referred to the Arbitral Tribunal for decision.
- 38.8 Upon receipt of the expert's report, the Arbitral Tribunal shall deliver a copy of the report to the Parties and the AIAC.
- 38.9 The Parties shall be given the opportunity to express their opinion on the report, in writing, and shall be entitled to examine any document which the expert has relied upon in their report.
- 38.10 At the request of any Party, the expert, after delivery of the report, may be called at a hearing where the Parties shall have the opportunity to examine the expert and call any expert of their own to testify on the points in issue. The provisions of Rule 37.1 shall be applicable to such arbitrations.

### **Rule 39 – Default**

- 39.1 If, within the time limit specified in the Rules or by the Arbitral Tribunal, without showing sufficient cause:
  - (a) the Claimant has failed to deliver its statement of claim, the Arbitral Tribunal shall issue an order for the termination of the arbitration if it considers such termination appropriate, unless there are remaining matters that require determination; or

- (b) the Respondent has failed to deliver its response to the notice of arbitration or its statement of defence, or the Claimant has failed to submit a defence to a counterclaim or a defence to a set-off, the Arbitral Tribunal shall order that the arbitration continue, without treating such failure in itself as an admission of the Claimant's allegations contained therein.
- 39.2 If a Party, duly notified by the Arbitral Tribunal pursuant to the Rules, fails to appear at a hearing without showing sufficient cause, the Arbitral Tribunal may proceed with the arbitration.
- 39.3 If a Party, duly invited by the Arbitral Tribunal to produce documents, exhibits or other evidence, fails to do so in accordance with the Procedural Order without showing sufficient cause the Arbitral Tribunal may make the Award based on the evidence before it.

#### **Rule 40 – Closure of the Proceedings**

- 40.1 Within 45 days from the last directed substantive oral or written submissions in respect of matters to be decided in the Award, the Arbitral Tribunal shall declare the closure of proceedings, provided that it is satisfied that the Parties have no further relevant and material evidence to produce or submissions to present in regard to such matters.
- 40.2 Where the arbitration are bifurcated and the Arbitral Tribunal intends to issue separate Awards by which each issue subject to bifurcation is to be decided, the Arbitral Tribunal shall declare the closure of proceedings in respect of each Award.
- 40.3 Where multiple Parties are involved and the Arbitral Tribunal intends to issue several Awards with respect to the Parties, the Arbitral Tribunal shall declare the closure of proceedings in respect of each Award.

- 40.4 The Arbitral Tribunal's declaration of the closure of proceedings and the date on which the proceedings are closed shall be notified in writing to the Parties and the AIAC, following which, no further evidence or submissions in respect of the matters to be decided in the relevant Award is to be allowed.
- 40.5 At the same time as the Arbitral Tribunal declares closure of proceedings, the Arbitral Tribunal shall inform the Parties and the AIAC of the anticipated date for submission of the draft Award to the AIAC Court for technical review pursuant to Rule 42.
- 40.6 Notwithstanding the above, the Arbitral Tribunal may on its own initiative or upon the application of a Party, and after consulting with the Registrar, decide to re-open the proceedings at any time before the draft Award is submitted pursuant to Rule 42.1, provided that exceptional circumstances exist.
- 40.7 Where the proceedings are re-opened pursuant to Rule 40.6, the Arbitral Tribunal shall thereafter re-declare the closure of proceedings.

## Awards

### Rule 41 – Decision-Making and Form of Awards

- 41.1 The Arbitral Tribunal may make separate Awards on different issues at different times.
- 41.2 Where the Arbitral Tribunal consists of more than one arbitrator, any Award or decision of the Arbitral Tribunal shall be arrived at by a majority or, failing a majority, by the presiding arbitrator alone.
- 41.3 All Awards shall be in writing and shall be final and binding on the Parties.
- 41.4 The Arbitral Tribunal shall state the reasons upon which the Award is based unless the Parties have agreed that no reasons are to be given.



- 41.5 An Award shall be signed by the arbitrators either physically or electronically, unless provided otherwise by relevant law, and state the date on which the Award was made and the seat of arbitration.
- 41.6 Where the Arbitral Tribunal consists of more than one arbitrator and any of them fails to sign, the Award shall be signed by a majority of the Arbitral Tribunal and shall state the reason for the absence of the signature.

## **Rule 42 – Technical Review**

- 42.1 The Arbitral Tribunal shall, within 90 days from the date of the closure of proceedings pursuant to Rule 40.1, and before signing the Award, submit its draft Award to the AIAC for a technical review by the AIAC Court.
- 42.2 The time limit specified in Rule 42.1 may be extended by the Registrar after consulting the Parties, if requested by the Arbitral Tribunal.
- 42.3 Where the Arbitral Tribunal re-opens the proceedings pursuant to Rule 40.6, the time limit for submitting the draft Award to the AIAC for a technical review by the AIAC Court shall recommence from the date of closure of the re-opened proceedings.
- 42.4 The technical review shall entail the AIAC Court drawing the Arbitral Tribunal's attention to any perceived irregularity as to the form of the draft Award, including any matters relating to the procedural history, general content issues, and any clerical, typographical, or computational errors, without affecting the Arbitral Tribunal's liberty of decision on the merits.
- 42.5 If there are any perceived irregularities pursuant to Rule 42.4, the Arbitral Tribunal shall resubmit the draft Award to the AIAC within 10 days from the date on which the Arbitral Tribunal is notified of such irregularities, subject to any extension granted by the Registrar, if requested by the Arbitral Tribunal.

42.6 If there are no perceived irregularities pursuant to Rule 42.4 or upon completion of the technical review pursuant to Rule 42.5, the AIAC shall notify the Arbitral Tribunal and the Parties in writing that the technical review has been completed by the AIAC Court.

42.7 Rule 42 does not apply to an Emergency Award.

### **Rule 43 – Delivery of Awards**

43.1 The Arbitral Tribunal shall deliver sufficient originals of the Award to the AIAC for authentication by the AIAC.

43.2 The AIAC shall notify the Parties of its receipt of the Award from the Arbitral Tribunal which shall only be released to the Parties by the AIAC upon full settlement of the costs of the arbitration, including any government or statutory imposed taxes or other charges where applicable.

43.3 The Award shall be delivered by the AIAC to the Parties and shall be deemed to have been delivered on the day of the Parties' earliest receipt by email, collection by hand, or registered mail.

43.4 By agreeing to arbitration under the Rules, the Parties undertake to carry out the Award immediately and without delay and irrevocably waive their rights to any form of appeal, review, or recourse to any court, or other judicial authority, as well as to the validity or enforcement of any Award made by the Arbitral Tribunal, insofar as such waiver may be validly made.

### **Rule 44 – Interpretation of the Award**

44.1 Within 30 days from the date of receipt of the Award, a Party may, by written notice to all other Parties and the AIAC, request the Arbitral Tribunal to provide an interpretation of the Award.

44.2 Before deciding on the request, the Arbitral Tribunal shall afford the other Parties an

opportunity to make representations in writing within a reasonable time limit.

- 44.3 After considering the views of the Parties or upon expiration of the time limit to make representations, if the Arbitral Tribunal considers the request to be justified, it shall deliver the interpretation to the Parties and the AIAC within 30 days of the Arbitral Tribunal's receipt of the request pursuant to Rule 44.1.
- 44.4 The interpretation shall be in writing and shall form part of the Award.
- 44.5 The time limit specified in Rule 44.3 may be extended by the President after consulting the Parties, if requested by the Arbitral Tribunal.

#### **Rule 45 – Correction of the Award**

- 45.1 The Arbitral Tribunal may make any correction to the Award in respect of any clerical, typographical, or computational error, or any error or omission of a similar nature:
  - (a) on its own initiative within 30 days after delivery of the Award to the Parties and the AIAC; or
  - (b) upon the request of any Party made from the date within 30 days after receipt of the Award by the Party if, after giving the other Parties an opportunity to make representations on the request within a reasonable time limit, the Arbitral Tribunal considers such request justified.
- 45.2 If the Arbitral Tribunal decides to correct the Award, any corrections shall be in writing and, where set out in a separate document, shall form part of the Award and be delivered to the Parties and the AIAC as soon as practicable.
- 45.3 Where the corrections by the Arbitral Tribunal are made directly to the Award, then the Arbitral Tribunal shall deliver sufficient copies of the corrected Award to the AIAC as soon as practicable pursuant to Rule 43.1.

## **Rule 46 – Additional Award**

- 46.1 The Arbitral Tribunal may, on its own initiative, make an additional Award if it considers it appropriate following the interpretation of an Award pursuant to Rule 44 or the correction of an Award pursuant to Rule 45.
- 46.2 A Party, with notice to the other Parties and the AIAC, may request the Arbitral Tribunal to make an additional Award in respect of claims presented in the arbitration but not decided by the Arbitral Tribunal, provided that:
- (a) such request is made within 30 days after the receipt of an order for the termination of the arbitration or receipt of the Award, as the case may be; and
  - (b) the Arbitral Tribunal considers the request justified after giving the other Parties an opportunity to make representations on the request within a reasonable time limit, and is able to determine the claim without re-opening the proceedings.
- 46.3 The Arbitral Tribunal shall submit its draft additional Award to the AIAC for a technical review pursuant to Rule 42.1 within 60 days from:
- (a) the date the Arbitral Tribunal delivered the interpretation or the correction of the Award, where Rule 46.1 applies; or
  - (b) the date of the request pursuant to Rule 46.2.
- 46.4 The time limit specified in Rule 46.3 may be extended by the President after consulting the Parties if requested by the Arbitral Tribunal.
- 46.5 The provisions in Rule 41.1, Rules 42.4 – 42.6 and Rule 43.1 shall apply to any additional Award.

## **Costs and Deposits**

### **Rule 47 – Costs of the Arbitration**

- 47.1 The costs of the arbitration shall include:
- (a) the Arbitral Tribunal's fees;

- (b) the AIAC Administrative Fee;
  - (c) reasonable expenses incurred by the Arbitral Tribunal;
  - (d) any costs incurred in using the AIAC's facilities and additional services throughout the course of arbitration under Rule 54;
  - (e) any other costs as directed by the Arbitral Tribunal; and
  - (f) any government or statutory taxes or other charges where applicable.
- 47.2 Where Rules 44 – 46 apply, the AIAC Court may determine any additional costs of arbitration incurred in relation to the Arbitral Tribunal's fees and expenses and the AIAC Administrative Fee.
- 47.3 The AIAC Court shall fix the fees of the Arbitral Tribunal and the AIAC Administrative Fee in accordance with Schedule 1. The calculation of fees shall be based on the amount in dispute comprising the value of any claims, counterclaims, and any defence of set-off.
- 47.4 Where claims and/or counterclaims are unquantified, the Registrar shall determine the amount in dispute, after consulting the Arbitral Tribunal and the Parties, for the purpose of the deposit calculation towards the costs of arbitration.
- 47.5 Notwithstanding the above, all Parties and the Arbitral Tribunal are at liberty to agree on the fees and expenses of the Arbitral Tribunal within 30 days from the appointment or constitution of the Arbitral Tribunal ("**Fee Agreement**"). The scope of which shall be limited to:
- (a) the quantum and method of calculation of the Arbitral Tribunal's fees and expenses; and
  - (b) the scheduling of any interim release of fees and the amounts permitted thereunder pursuant to Schedule 2, Clause 1.1(h).

- 47.6 The Arbitral Tribunal shall inform the Registrar that the Fee Agreement has been executed. If the Fee Agreement is executed after the 30-day period has expired, the Fee Agreement shall be subject to approval by the Registrar.
- 47.7 Notwithstanding any Fee Agreement, the deposits towards the costs of the arbitration shall be deposited to and held by the AIAC, and any interest earned on the deposits shall be retained by the AIAC.
- 47.8 The Arbitral Tribunal shall fix the costs of arbitration in the Final Award and, if it deems appropriate, in any other decision and decide which of the Parties shall bear them or in what proportion they shall be borne by the Parties.
- 47.9 The Arbitral Tribunal shall also have the power to decide that all or part of the legal or other expenses incurred by a Party be paid by another Party in the Final Award or, if it deems appropriate, in any other decision. The Arbitral Tribunal shall decide the amount of such legal costs on such reasonable basis as it thinks appropriate.
- 47.10 In the event of the withdrawal of all claims or the termination of the arbitration before the constitution of Arbitral Tribunal, the AIAC Court shall fix the AIAC administrative expenses. If the Parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, any Party may request the President to proceed with the constitution of the Arbitral Tribunal in accordance with the Rules so that the Arbitral Tribunal may make decisions as to costs.

## **Rule 48 – Deposits**

- 48.1 Following the AIAC's confirmation of the commencement of the arbitration pursuant to Rule 5.4, the AIAC shall request a provisional advance deposit ("**PAD**") to cover approximately 30% of the estimated costs of the arbitration.

- 48.2 If the amount in dispute is unquantified at the time the Commencement Request is submitted to the AIAC, the PAD shall be fixed at USD50,000.00 for international arbitration or RM50,000.00 for domestic arbitration.
- 48.3 In the event the PAD has not been paid in full:
- (a) the AIAC shall give the other Party an opportunity to make the required payment within a specified time limit;
  - (b) if the Arbitral Tribunal has yet to be constituted, after 30 days of the AIAC's final reminder for the PAD, the AIAC may treat the claims for which the PAD remains outstanding, as withdrawn without prejudice; or
  - (c) if the Arbitral Tribunal has been constituted, without affecting the liberty of the Parties and the Arbitral Tribunal to execute any Fee Agreement pursuant to Rule 47.5, the arbitration shall not proceed until the PAD is paid in full.
- 48.4 Following the first preliminary meeting or upon issuance of the first Procedural Order in the arbitration, the AIAC shall request an advance preliminary deposit ("**APD**") to cover the remainder of the estimated costs of the arbitration.
- 48.5 If the claims and counterclaims are unquantified at the time the first Procedural Order is issued, the Registrar shall determine the amount in dispute, after consulting the Arbitral Tribunal and the Parties, for the purpose of fixing the APD.
- 48.6 During the course of the arbitration, the AIAC may request additional deposits ("**AD**") from the Parties, subject to changes to the amount in dispute, the estimated expenses of the arbitrators or any other factors.
- 48.7 The PAD, APD and AD shall be borne by the Parties in equal shares and shall be payable by

the Parties to the AIAC within 21 days from the date of the AIAC's request.

- 48.8 Notwithstanding the above, where counterclaims are submitted by the Respondent, the Registrar may fix separate deposits on costs for the claims and counterclaims. When the Registrar has fixed separate deposits on costs, each of the Parties shall pay the deposit corresponding to its claims.
- 48.9 In the event that either the APD or the AD have not been paid in full:
- (a) the AIAC shall give the other Party an opportunity to make the required payment within a specified time limit; and
  - (b) after 30 days of the AIAC's final reminder, if the requested deposits remain outstanding, the Arbitral Tribunal may, after consulting the Registrar, suspend or terminate the arbitration, or any part thereof.
- 48.10 Notwithstanding the above, the Registrar shall have the discretion to determine the proportion of deposits required to be paid by the Parties, including such instances where the Registrar has fixed separate deposits on costs for the claims and counterclaims.
- 48.11 The AIAC shall have the discretion to extend any deadline for payment of the deposits.
- 48.12 The AIAC may apply the deposits towards the AIAC Administrative Fee, the Arbitral Tribunal's fees and the Arbitral Tribunal's out-of-pocket and per diem expenses in such manner and at such times as the Registrar deems appropriate.
- 48.13 Following the closure of proceedings pursuant to Rule 40.1, where there is a change in the amount in dispute, the AIAC shall undertake an adjustment of the deposits to reflect the correct amount in dispute.
- 48.14 If a Party pays the deposits on behalf of another Party, the Arbitral Tribunal may issue an order



or Award for the reimbursement of such deposits.

- 48.15 After the Final Award has been delivered, or following the settlement or termination of the arbitration pursuant to Rule 51, 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.

## **Amicable Settlement and Termination**

### **Rule 49 – Arb-Med / Arb-Med-Arb / Med-Arb**

- 49.1 The Parties may attempt to amicably settle their dispute pursuant to the AIAC Mediation Rules whether prior to or after issuance of the notice of arbitration. In the case of the latter, all subsequent steps in the arbitration shall be stayed pending the outcome of the mediation.
- 49.2 The Arbitral Tribunal may, upon the request of the Parties, suspend the arbitration for a specified period to attempt to amicably settle their dispute pursuant to the AIAC Mediation Rules and inform the Registrar of such suspension.
- 49.3 The mediation conducted under the AIAC Mediation Rules shall be conducted expeditiously.
- 49.4 If the mediation partially or fully resolves the dispute, Rule 51.2 and Rule 51.5 shall apply.
- 49.5 A settlement by mediation may be recorded as a Consent Award.
- 49.6 If the mediation is terminated for whatever reason, the arbitration shall resume whereupon, half of the AIAC Administrative Fee for the mediation shall be credited towards the AIAC Administrative Fee in respect of the arbitration.

- 49.7 The appointed mediator shall not offer or propose to act as an arbitrator in the same dispute, unless otherwise agreed to by the Parties.

### **Rule 50 – Settlement Negotiations**

- 50.1 With the agreement of the Parties, the Arbitral Tribunal may take steps to facilitate the settlement of the dispute before it. Any such agreement by a Party shall constitute a waiver of its right to challenge an arbitrator's impartiality based on the arbitrator's participation and knowledge acquired in taking the agreed steps.

### **Rule 51 – Settlement or Other Grounds for Termination**

- 51.1 If, before the Arbitral Tribunal is constituted, a Party wishes to terminate the arbitration, it shall communicate this to all other Parties and to the AIAC. The Registrar shall set a time limit for all other Parties to indicate whether they agree to terminate the arbitration. If no other Party objects within the time limit, the Registrar may terminate the arbitration. If any Party objects to the termination of the arbitration, the arbitration shall proceed in accordance with the Rules.
- 51.2 If, prior to the delivery of the Final Award, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitration or, if requested by the Parties and accepted by the Arbitral Tribunal, record the settlement in the form of a Consent Award on agreed terms.
- 51.3 The Arbitral Tribunal is not obliged to give reasons for a Consent Award.
- 51.4 If, prior to the delivery of the Final Award, the continuation of the arbitration becomes unnecessary or impossible for any reason not mentioned in Rule 51.2, the Arbitral Tribunal

shall inform the Parties of its intention to issue an order for the termination of the arbitration. The Arbitral Tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so.

- 51.5 Notwithstanding that a settlement has been reached or that the arbitration have otherwise terminated, the arbitration shall only be deemed concluded and the Arbitral Tribunal, as appropriate, discharged upon full settlement of the costs of the arbitration as determined by the AIAC Court pursuant to Schedule 2, Clause 1.1(i).
- 51.6 Copies of the order for termination of the arbitration or of the Consent Award on agreed terms, signed by the Arbitral Tribunal, as appropriate, shall be delivered by the Arbitral Tribunal, as appropriate, to the Parties and the AIAC as soon as practicable.

## General Provisions

### Rule 52 – Confidentiality

- 52.1 Unless otherwise agreed to by the Parties, all matters relating to the arbitration shall be kept confidential by the Parties and their representatives, except where disclosure is necessary for the 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 legal proceedings before a court or other judicial authority.
- 52.2 In Rule 52.1, “matters relating to the arbitration” means the existence of the arbitration, the deliberations of the Arbitral Tribunal, the pleadings, evidence, other materials in the arbitration, and all other documents produced by another Party in the arbitration or the Award arising from the arbitration, save where such is in the public domain.

- 52.3 Rule 52.1 equally applies to the Arbitral Tribunal, the President, the AIAC Court, the Registrar, the AIAC, tribunal secretary and any administrative secretary of the Arbitral Tribunal, any witness or expert appointed by the Arbitral Tribunal, and any person involved in the arbitration.
- 52.4 The Arbitral Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, for any breaches by a Party of the provisions in Rule 52.1.
- 52.5 Unless otherwise informed to the President in writing by any of the Parties or the Arbitral Tribunal, before an Award is made, the Parties and the Arbitral Tribunal in an arbitration shall be deemed to have consented to the AIAC disclosing, producing or publishing the Award by any means as the AIAC deems fit after 2 years from the release of the Award to the Parties.
- 52.6 The disclosure, production, or publication in the term of Rule 52.5 is made provided that the following confidential information and details as determined by the AIAC are redacted:
- (a) the names of the Parties;
  - (b) the name of the Arbitral Tribunal;
  - (c) details of the subject matter;
  - (d) the amount in dispute;
  - (e) the counterclaim or set-off amount; and
  - (f) the awarded amount.

### **Rule 53 – Waiver of Right to Object**

- 53.1 A failure by any Party to promptly object to any non-compliance with the Rules or any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such Party to make such an objection, unless such Party can demonstrate that its failure to object was justified in the circumstances.

**Rule 54 – Facilities and Additional Services**

- 54.1 The AIAC may, at the request of the Arbitral Tribunal or either Party, make available or arrange for facilities and additional services in the conduct of the arbitration as required.
- 54.2 The facilities and additional services may include suitable accommodation, catering or refreshments for sittings of the Arbitral Tribunal, tribunal secretary services, transcription services, in-person hearing facilities, interpretation services and virtual hearing facilities.
- 54.3 The costs of such additional facilities and services shall be borne in equal shares by the Parties, unless otherwise agreed to by the Parties or ordered by the Arbitral Tribunal.

**Rule 55 – Decisions of the AIAC**

- 55.1 Save where otherwise provided for in the Rules, the decisions of the President, the AIAC Court, the Registrar and the AIAC, with respect to all matters relating to an arbitration shall be conclusive and binding upon the Parties and the Arbitral Tribunal.
- 55.2 The President, the AIAC Court, the Registrar and the AIAC shall not be required to provide reasons for decisions made, unless required by an order of the court or where stated otherwise in the Rules.

**Rule 56 – No Liability**

- 56.1 Neither the AIAC, its employees, the President, the AIAC Court, the Arbitral Tribunal, any expert appointed by the Arbitral Tribunal nor any tribunal secretary shall be liable for any act or omission related to the conduct of the arbitration governed under the Rules, unless such act or omission constitutes wilful misconduct or gross negligence.

- 56.2 Neither the AIAC, its employees, the President nor the AIAC Court can be compelled to give evidence in any arbitration or court proceedings relating to any arbitration administered by the AIAC or in the AIAC's records.

### **Rule 57 – Non-Reliance**

- 57.1 The Parties and the Arbitral Tribunal agree that statements or comments, whether written or oral, made in the course of the arbitration shall not be relied upon to institute, commence, or maintain any action for defamation, libel, or slander.

**PART II**

# SCHEDULES

## Schedule 1 – Arbitrator’s Fees and AIAC Administrative Fee

The fees prescribed in Schedule 1 relate to a sole arbitrator. Where there are more than one arbitrator, the Arbitral Tribunal’s total fees shall be derived by multiplying the prescribed fees by the number of arbitrators.

### 1A – International Arbitration Fees

Amount in Dispute (USD)	Arbitrator’s Fees (USD)	AIAC Administrative Fee (USD)
Up to 50,000	4,200	2,460
From 50,001 to 100,000	4,200 + 8.2% excess over 50,000	2,460 + 1.26% excess over 50,000
From 100,001 to 500,000	9,120 + 3.6% excess over 100,000	3,216 + 0.705% excess over 100,000
From 500,001 to 1,000,000	26,400 + 3.02% excess over 500,000	6,600 + 0.5% excess over 500,000
From 1,000,001 to 2,000,000	44,520 + 1.39% excess over 1,000,000	9,600 + 0.35% excess over 1,000,000
From 2,000,001 to 5,000,000	61,200 + 0.8166% excess over 2,000,000	13,800 + 0.1733% excess over 2,000,000
From 5,000,001 to 10,000,000	90,600 + 0.35% excess over 5,000,000	20,040 + 0.088% excess over 5,000,000
From 10,000,001 to 50,000,000	111,600 + 0.181% excess over 10,000,000	25,320 + 0.052% excess over 10,000,000



Amount in Dispute (USD)	Arbitrator's Fees (USD)	AIAC Administrative Fee (USD)
From 50,000,001 to 80,000,000	198,360 + 0.0713% excess over 50,000,000	Above 50,000,001: 50,280 (maximum)
From 80,000,001 to 100,000,000	224,040 + 0.0535% excess over 80,000,000	
From 100,000,001 to 500,000,000	236,880 + 0.0386% excess over 100,000,000	
Above 500,000,001	422,160 + 0.03% excess over 500,000,000 up to a maximum of 2,000,000	

### 1B – Domestic Arbitration Fees

Amount in Dispute (RM)	Arbitrator's Fees (RM)	AIAC Administrative Fee (RM)
Up to 150,000	13,440	7,920
From 150,001 to 300,000	13,440 + 8.7334% excess over 150,000	7,920 + 1.333% excess over 150,000
From 300,001 to 1,500,000	29,160 + 3.8333% excess over 300,000	10,320 + 0.7500% excess over 300,000
From 1,500,001 to 3,000,000	84,360 + 3.2200% excess over 1,500,000	21,120 + 0.5267% excess over 1,500,000
From 3,000,001 to 6,000,000	142,320 + 1.4800% excess over 3,000,000	30,600 + 0.3667% excess over 3,000,000
From 6,000,001 to 15,000,000	195,600 + 0.8700% excess over 6,000,000	43,800 + 0.1822% excess over 6,000,000

Amount in Dispute (RM)	Arbitrator's Fees (RM)	AIAC Administrative Fee (RM)
From 15,000,001 to 30,000,000	289,560 + 0.3727% excess over 15,000,000	63,480 + 0.0927% excess over 51,000,000
From 30,000,001 to 150,000,000	356,640 + 0.1924% excess over 30,000,000	80,160 + 0.0550% excess over 30,000,000
From 150,000,001 to 240,000,000	633,720 + 0.0760% excess over 150,000,000	Above 150,000,001: 159,360 (maximum)
From 240,000,001 to 300,000,000	715,800 + 0.0570% excess over 240,000,000	
From 300,000,001 to 1,500,000,000	756,840 + 0.0411% excess over 300,000,000	
Above 1,500,000,001	1,348,680 + 0.0400% excess over 1,500,000,000 up to a maximum of 6,000,000	

### 1C – International Arbitration Fees (Fast Track)

Amount in Dispute (USD)	Arbitrator's Fees (USD)	AIAC Administrative Fee (USD)
Up to 50,000	4,200	20% of Arbitral Tribunal's total fees
From 50,001 to 100,000	4,200 + 5.40% excess over 50,000	
From 100,001 to 500,000	7,440 + 2.475% excess over 100,000	

Amount in Dispute (USD)	Arbitrator's Fees (USD)	AIAC Administrative Fee (USD)
From 500,001 to 1,000,000	19,320 + 1.80% excess over 500,000	
From 1,000,001 to 2,000,000	30,120 + 0.90% excess over 1,000,000	
From 2,000,001 to 5,000,000	40,920 + 0.45% excess over 2,000,000	
From 5,000,001 to 10,000,000	57,120 + 0.225% excess over 5,000,000	
From 10,000,001 to 50,000,000	70,620 + 0.1125% excess over 10,000,000	
From 50,000,001 to 80,000,000	124,620 + 0.045% excess over 50,000,000	
From 80,000,001 to 100,000,000	140,820 + 0.03375% excess over 80,000,000	
Above 100,000,001	148,920	

### 1D – Domestic Arbitration Fees (Fast Track)

Amount in Dispute (RM)	Arbitrator's Fees (RM)	AIAC Administrative Fee (RM)
Up to 150,000	12,600	20% of Arbitral Tribunal's total fees
From 150,001 to 300,000	12,600 + 5.400% excess over 150,000	
From 300,001 to 1,500,000	22,320 + 2.475% excess over 300,000	

Amount in Dispute (RM)	Arbitrator's Fees (RM)	AIAC Administrative Fee (RM)
From 1,500,001 to 3,000,000	57,960 + 1.800% excess over 1,500,000	
From 3,000,001 to 6,000,000	90,360 + 0.900% excess over 3,000,000	
From 6,000,001 to 15,000,000	122,760 + 0.450% excess over 6,000,000	
From 15,000,001 to 30,000,000	171,360 + 0.225% excess over 15,000,000	
From 30,000,001 to 150,000,000	211,860 + 0.1125% excess over 30,000,000	
From 150,000,001 to 240,000,000	373,860 + 0.045% excess over 150,000,000	
From 240,000,001 to 300,000,000	422,460 + 0.03375% excess over 240,000,000	
Above 300,000,001	446,760	

## Schedule 2 – General Provisions on Fees, Expenses and Deposits

### Clause 1 – Arbitrator's Fees and Expenses

#### 1.1. Arbitrator's Fees

- (a) The arbitrator's fees shall be payable by the Parties in equal shares, unless otherwise determined by the Registrar, and shall form a part of the deposits.

- (b) Save where a Fee Agreement has been executed pursuant to Rule 47.5, the arbitrator's fees shall be calculated pursuant to Schedule 1.
- (c) The fees payable to the arbitrator in Schedule 1 are exclusive of any applicable taxes or charges.
- (d) 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, should the AIAC be requested by the arbitrator to collect such taxes or charges.
- (e) Any government or statutory imposed taxes or other charges not included in the final calculation of the deposits, may be recoverable by the arbitrator against the Parties directly.
- (f) Where the Arbitral Tribunal consists of more than one arbitrator and Schedule 1 applies, the total arbitrators' fee shall be derived by multiplying the amount of an arbitrator's fees by the number of the arbitrators, with the presiding arbitrator receiving 40% of the total arbitrators' fee and the co-arbitrators receiving the remaining 60% in equal shares, unless otherwise agreed to by the Arbitral Tribunal.
- (g) The arbitrator's fees shall only be payable upon the delivery to the AIAC of the Final Award pursuant to Rule 43 or the Emergency Award pursuant to Rule 13, unless otherwise agreed to by the Parties and the Arbitral Tribunal.
- (h) An arbitrator shall not be entitled to any interim fees, unless a Fee Agreement executed pursuant to Rule 47.5 permits such interim release, and provided always that the total proportion of fees subject to

interim release throughout the arbitration does not exceed 50% of the Arbitral Tribunal's fees and expenses.

- (i) Where an arbitration is settled or has otherwise been terminated prior to the issuance of the Final Award, the costs of the arbitration, including the proportion of the costs of the arbitration to be borne by the Parties, shall be determined by the AIAC Court after consulting the Arbitral Tribunal.

## **1.2. Arbitrator's Expenses**

- (a) An arbitrator shall be entitled to claim reasonable out-of-pocket expenses and any per diem or other miscellaneous expenses incurred during the arbitration.
- (b) As part of the deposits, the AIAC may collect an amount towards the Arbitral Tribunal's estimated expenses, including out-of-pocket and per diem expenses, which shall be borne by the Parties in equal shares.
- (c) Out-of-pocket expenses reasonably incurred by the Arbitral Tribunal shall be reimbursed upon submission and verification by the AIAC of the supporting invoices and receipts, in original or electronic copy, at the conclusion of the arbitration.
- (d) An arbitrator who is required to travel outside of the arbitrator's place of residence shall be reimbursed with the cost of business class airfares, subject to the submission of the invoice or receipt in original or electronic copy to the AIAC for verification.
- (e) In addition to out-of-pocket expenses, an arbitrator shall be entitled to a per diem where the arbitrator is required to travel outside of the arbitrator's place of

residence, and unless otherwise agreed to by the Parties and the Arbitral Tribunal in the Fee Agreement,

- (i) a per diem of RM1,800 shall be payable to the arbitrator whenever overnight accommodation is required; and
  - (ii) a per diem of RM900 shall be payable to the arbitrator if no overnight accommodation is required.
- (f) For the purposes of Clause 1.2(e), per diem shall include:
- (i) hotel accommodation;
  - (ii) meals/beverages;
  - (iii) laundry/dry cleaning/ironing;
  - (iv) city transportation (excluding airport transfers);
  - (v) correspondence costs (telephone, faxes, internet usage etc.); and
  - (vi) tips.
- (g) The Arbitral Tribunal shall provide the AIAC with a reasonable estimation of its expenses prior to the hearing, or at the latest, prior to the closure of the proceedings pursuant to Rule 40.

## **Clause 2 – AIAC Administrative Fee**

- 2.1 The AIAC Administrative Fee shall be payable by the Parties in equal shares, unless otherwise determined by the Registrar, and shall form a part of the deposits.
- 2.2 The AIAC Administrative Fee shall be calculated pursuant to Schedule 1.
- 2.3 The AIAC Administrative Fee payable in Schedule 1 is exclusive of any applicable taxes or charges.

- 2.4 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 against the Parties directly.
- 2.5 The AIAC Administrative Fee is not inclusive of other services such as suitable accommodation, catering or refreshments for sittings of the Arbitral Tribunal, tribunal secretary services, transcription services, in-person hearing facilities, interpretation services and virtual hearing facilities, which shall be chargeable to the requesting Party separately.

### Clause 3 – Deposits

- 3.1 The PAD, APD and AD pursuant to Rule 48, or the FTD pursuant to Rule 7.5 where applicable, shall include:
- (a) the Arbitral Tribunal's fees and estimated expenses;
  - (b) the AIAC Administrative Fee;
  - (c) any government or statutory imposed taxes or other charges; and
  - (d) bank charges required by the bank in the following amounts

International Arbitration	Domestic Arbitration
USD150	RM150

- 3.2 The PAD, APD and AD, or the FTD where applicable, shall be payable by the Parties in equal shares, unless otherwise determined by the Registrar.

### Clause 4 – Filing Fee

- 4.1. A filing fee of RM1,800 for domestic arbitrations and USD900 for international arbitrations shall



be payable to the AIAC upon the submission of a notice of arbitration pursuant to Rule 5.

- 4.2. The filing fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or charges on the filing fee shall be payable at the prevailing rate.
- 4.3. The filing fee is non-refundable and, save where expressly stated otherwise in the Rules, is inclusive of the services rendered by the AIAC and the AIAC Court thereunder.
- 4.4. The filing fee does not constitute a part of the AIAC Administrative Fee, and shall be payable notwithstanding the operation of the Fast Track Procedure in Rule 7.
- 4.5. The filing fee shall be payable in full by the Party submitting the notice of arbitration to the AIAC and shall not be subject to any deductions.

### **Clause 5 – Challenge Request Fee**

- 5.1. The following fee shall be payable upon submitting a Challenge Request to the AIAC pursuant to Rule 23.6:

<b>International Arbitration</b>	<b>Domestic Arbitration</b>
USD5,000	RM10,000

- 5.2. The Challenge Request Fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or charges on the Challenge Request Fee shall be payable at the prevailing rate.
- 5.3. The Challenge Request Fee is non-refundable, unless otherwise determined by the AIAC Court, and does not constitute a part of the filing fee or the AIAC Administrative Fee.

## Clause 6 – Emergency Arbitration Fees

- 6.1. The following fees shall be payable upon submitting an Emergency Arbitrator Request to the AIAC pursuant to Rule 12.1:

Fee Type	International Arbitration (USD)	Domestic Arbitration (RM)
Emergency Arbitrator Request Fee	2,000	5,000
Emergency Arbitrator's Fees	10,000	30,000

- 6.2. The Emergency Arbitrator Request Fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or charges on the Emergency Arbitrator Request Fee or the Emergency Arbitrator's Fees shall be payable at the prevailing rate.
- 6.3. The Emergency Arbitrator's Fees is exclusive of any applicable taxes or charges and the Parties have a duty to pay and are liable for any government or statutory imposed taxes or other charges which shall be collected by the AIAC if requested by the arbitrator, or otherwise recoverable by the arbitrator against the Parties directly.
- 6.4. The Emergency Arbitrator Request fee is non-refundable and does not constitute a part of the filing fee or the AIAC Administrative Fee.





ASIAN INTERNATIONAL ARBITRATION CENTRE

**ASIAN INTERNATIONAL ARBITRATION CENTRE  
(MALAYSIA) (AIAC)**

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

Bangunan Sulaiman, Jalan Sultan Hishamuddin,  
50000 Kuala Lumpur, Malaysia.

Tel: +603-2271 1000

Fax: +603-2271 1010

Email: [enquiry@aiac.world](mailto:enquiry@aiac.world)

[www.aiac.world](http://www.aiac.world)