

IEM

The Institution of Engineers, Malaysia

**THE INSTITUTION OF ENGINEERS,
MALAYSIA**

ARBITRATION RULES 2016

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PREAMBLE TO THE RULES (2016)

This edition of the Rules (2016) is a revision of the 2012 edition. In deference to the Competition Commission, all references to the IEM Scale of Fees for Arbitrators (which were incorporated in the 2012 edition) have now been removed.

These Rules (2016) take effect as from 15 November 2016.

PREAMBLE TO THE RULES (2012)

The Rules (2012) is a revised version of the Rules (2003). It remains essentially the same as the 2003 edition, with revisions made to the following Rules:-

Rule 1(6) : This is revised to take into account the provisions of the Arbitration Act 2005.

Rules 6A and 6B : These new Rules now provide for Statements of Case and Defence at the Commencement of Arbitration proceedings and the particulars and details which must be submitted with such statements.

Rule 7(5) : This new Rule provides that an Arbitrator may act as Mediator with the consent or at the request of the Parties.

Rule 9 : This Rule is revised to provide for exclusion of interest but inclusion of financial charges to be applied to the IEM Scale of Fees for Arbitration.

Rule 11 : This Rule is revised to provide for two Options (A or B) for payment of deposits for the cost of award, i.e.

Rule 11A : Option A : Payment of Deposits in equal shares by the Parties; OR

Rule 11B : Option B : Payment of Deposits for Claim/Counterclaim separately by Claimant/ Respondent respectively.

Option to be selected by mutual agreement, failing which, to be decided by the Arbitrator.

Rule 15(3) : The amount for mandatory use of the short form procedure is now raised to RM500,000 (previously RM200,000 in the 2003 Rules)

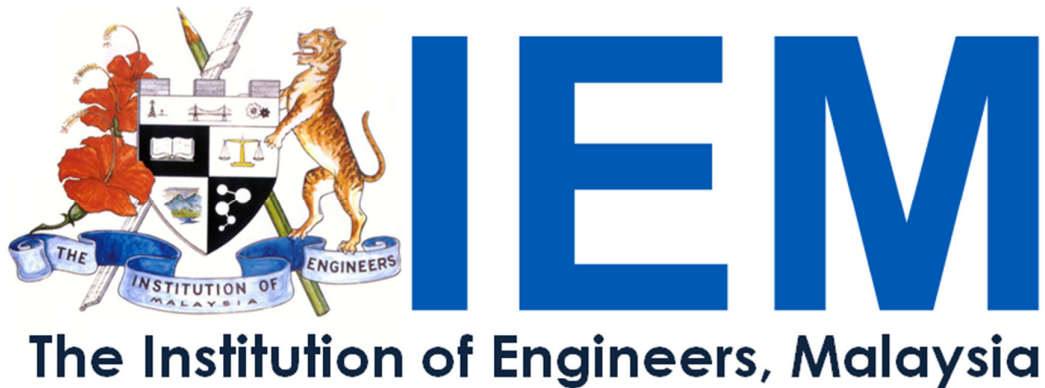
Rule 19 : This new Rule provides for waiver of a Party's right to object if it does not object promptly to any non-compliance with the Rules or Arbitration Law.

These Rules (2012) take effect as from 1st October 2012.

PREAMBLE TO THE RULES (2003)

The Arbitration Rules (2003) of the Institution of Engineers, Malaysia are based on the UNCITRAL Arbitration Rules (1976) with modifications and incorporates a Short Form Arbitration Procedure which is based on the Chartered Institute of Arbitrators Short Form Arbitration Procedure (1991). The complete set of rules are set out in Parts I, II, III and annexures herein.

These Rules take effect as from November 2003.



THE INSTITUTION OF ENGINEERS, MALAYSIA

ARBITRATION RULES 2016

PART I - MODIFICATIONS TO UNCITRAL ARBITRATION RULES

PART I (A) - AMENDMENTS TO UNCITRAL ARBITRATION RULES

SCOPE OF APPLICATION

RULE 1 [*This Rule 1 supersedes Art. 1*]

- (1) Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be settled by arbitration in accordance with The Institution of Engineers Malaysia (hereinafter referred to as "IEM") Arbitration Rules (hereinafter referred to as "the Rules"), then such disputes shall be settled in accordance with the Rules set out herein and comprising:-
 - (a) Part I Modifications to UNCITRAL Arbitration Rules
 - (A) Amendments to UNCITRAL Arbitration Rules
 - (B) Additional Rules
 - (b) Part II The UNCITRAL Arbitration Rules
 - (c) Part III Short Form Arbitration Procedure

Part II of the Rules shall be subject to the amendments and additions set forth in Part I which shall take precedence over Part II. Reference to a “Rule” shall mean a rule set out in Part I and reference to an “Article” or “Art.” shall mean a rule set out in Part II.

Part III stands independent of Parts I and II except as otherwise provided in Rule 15. Part III shall be applicable only with reference to and subject to Rule 15. In Part III rules are referred to as “Regulations” or “Reg.”.

- (2) The Rules may be modified by agreement of the parties made in writing, and such agreed modification shall be incorporated as part of the Rules binding upon the parties. However such modification shall be disregarded if a dispute arises as to its interpretation or application during the course of the arbitration proceedings.
- (3) By adoption of the Rules (with or without agreed modification) the parties shall be deemed to have designated the President of IEM (hereinafter referred to as “the President”) as the appointing authority in Art. 6, 7, 8 and 12, and all references to “the appointing authority” or “an appointing authority” in the whole of Part II hereof shall be substituted with and read as “the President”.
- (4) Wherever in the Rules the President is required to take any action, in his absence the Deputy President of IEM may act on his behalf.
- (5) The Rules applicable to the arbitration shall be those in force at the time of the commencement of the arbitration unless the parties have agreed otherwise.
- (6) Unless otherwise agreed by the parties the Malaysian Arbitration Act 2005 (or any statutory modification or re-enactment thereof for the time being in force) shall apply to the Rules and the arbitration, subject to the following:-
 - (a) if the arbitration agreement was made on or after 15th March 2006 the Arbitration Act 2005 (or any statutory modification thereof) shall apply;
 - (b) if the arbitration agreement was made before 15th March 2006 and arbitration commenced before that date, the Arbitration Act 1952 (or any statutory modification thereof) shall apply;
 - (c) if the Arbitration Act 2005 applies and if the arbitration agreement refers to the appointment of an umpire, the “umpire” shall be deemed to be the Presiding Arbitrator;
 - (d) reference to “statutory modification” in sub-para (a) and (b) above shall mean such modification for the time being in force at the date of the arbitration agreement.
 - (e) “re-enactment” means a new Act which replaces the old Act which is repealed e.g.: AA 2005 is the re-enactment of AA1952.
- (7) The Rules shall govern the arbitration except that where any of the provisions in the Rules is in conflict with a provision of the LAW applicable to the arbitration from which the parties cannot derogate, that provision of the Law shall prevail.

NUMBER OF ARBITRATORS

RULE 2 [This Rule 2 amends Art. 5]

Add to Art. 5 the following:-

“... However, the arbitral tribunal may after its appointment and after considering the complexity of the case and the magnitude of the sum of claim or counter-claim and with the consent of the parties, rule that the proceedings shall continue with one of the three members of the arbitral tribunal as sole arbitrator.”

APPOINTMENT OF ARBITRATORS

RULE 3 [This Rule 3 amends Art. 6(1) and 6(2).]

(1) Delete Art. 6(1)(b)

(2) Delete Art. 6(2) and substitute with the following:-

“If within thirty days after receipt by a party of a proposal made in accordance with Art. 6 (1)(a) the parties have not reached agreement on the choice of a sole arbitrator, either party may request the President to appoint the sole arbitrator.”

RULE 4 [This Rule 4 amends Art.7(2) and 7(3)]

(1) Substitute Art. 7(2)(a) with the following:-

“(a) *The first party may request the President to appoint the second arbitrator. The President may exercise his discretion in appointing the second arbitrator.*”

(2) Delete Art. 7(2)(b)

(3) In Art. 7(3) line 3, delete the words “*by an appointing authority*” and substitute with “*by the President*”.

CHALLENGE OF ARBITRATORS

RULE 5 [This Rule 5 amends Art. 11(1)]

For line 1 of Art.11 (1), add the words “*to the President*” after the words “*notice of his challenge*”.

RULE 6 [This Rule 6 supersedes Art. 12]

(1) If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge shall be made by the President.

(2) If the President sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Articles 6 to 9 as amended by Rule 3 and Rule 4.

STATEMENT OF CLAIM

RULE 6A [*This rule amends Art 18*]

Substitute Art 18 with the following:-

1. Within a period of time to be fixed by the Arbitral Tribunal, the Claimant shall communicate its Statement of Case in writing to the Respondent and to the Arbitral Tribunal.
2. The Statement of Case shall include the following particulars:
 - a) The names and addresses of the parties;
 - b) Particulars of the Contract;
 - c) Particulars of the Arbitration Agreement;
 - d) A full narrative of the dispute;
 - e) The claim(s) relief or remedy sought with supporting facts, evidence, and skeletal legal arguments
3. In support of its claim(s), the Claimant shall annex to its Statement of Case all relevant documentary evidence and shall (unless otherwise agreed by the Parties) include written witness statements. .

STATEMENT OF DEFENCE

RULE 6B [*This Rule Amends Art 19*]

Substitute Art 19 with the following:-

1. Within a period of time to be fixed by the Arbitral Tribunal, the Respondent shall communicate its Statement of Defence in writing to the Claimant and to the Arbitral Tribunal.
2. The Statement of Defence shall reply to the particulars in Rule 6A para (2).
3. In its Statement of Defence or at a later stage in the arbitral proceedings if the Arbitral Tribunal decides that the delay was justified under the circumstances, the Respondent may make counterclaim(s) arising out of the same contract or which rely on claim(s) arising out of the same contract for the purpose of a set-off.
4. The provisions of Rule 6A para (2) and (3) shall apply to counterclaim(s) and claim(s) relied on for the purpose of set-off.

APPLICABLE LAW, AMIABLE COMPOSITEUR

RULE 7 [*This Rule 7 amends Art. 33*]

Add to Art. 33 the following paragraphs (4) and (5)

- “(4) The Arbitral Tribunal may at all stages of the proceedings before final award encourage parties to settle their dispute by negotiation or mediation.”
- (5) A sole arbitrator or a member of an Arbitral Tribunal may with the consent or at the request of the parties act as mediator to assist the parties to settle

their disputes in whole or in part at any time during the arbitral proceedings. This shall not preclude such arbitrator from acting as arbitrator should mediation fail to achieve settlement. Confidential information provided by a Party during mediation shall not be admitted as evidence in the arbitration proceedings, save for evidence which the Parties have disclosed in arbitration or which a party show can reasonably be inferred therefrom.

COSTS

RULE 8 [This Rule 8 amends Art. 38]

- (1) In Art. 38: renumber the existing article as paragraph 38(1), and sub-paragraph 38(1)(f) shall be amended to read as follows:-

“(f) Any fees and expenses reasonably incurred by the IEM and other charges for the use of facilities provided for the arbitration.”

- (2) Add paragraph 38(2) as follows:-

“(2) The cost of the award shall be the Arbitral Tribunal’s fees and expenses and comprises Items (a), (b), (c) and (f) in paragraph 1 above.”

RULE 9 [This Rule 9 supersedes Art. 39]

- (1) The Arbitral Tribunal’s fees and expenses shall be charged in accordance with the agreement between the Tribunal and the parties upon appointment of the Tribunal.
- (2) Where a claim or counter-claim does not state a monetary amount, the arbitral tribunal’s fees shall be charged on time basis in accordance with rates agreed between the Tribunal and the Parties.
- (3) In the event of any disagreement on the manner in which the agreed fees is applied, the matter shall be referred for determination by the President whose decision shall be final.

RULE 10 [This Rule 10 amends Art. 40(3)]

Art. 40(3) line 3

Delete: “article 39, paragraph 1” and substitute with “Rule 9”

DEPOSIT OF COSTS

RULE 11 [This Rule 11 supersedes Art. 41]

This Rule provides for two options (A or B) for the deposit of costs under Rules 11A and 11B. Upon appointment the Arbitral Tribunal shall make an estimate of the cost of award and ask the Parties to select Option A or B. If the Parties cannot agree, the Arbitral Tribunal will decide.

For the sole purpose of interpretation of these Rules 11A and 11B “counter-claim” shall include “set-off”.

RULE 11A : Option A : Payment of Deposits in equal shares by the Parties

- (1) Upon written request of the arbitral tribunal each party shall deposit an equal amount towards the costs of award in relation to :-
 - (a) the claim; and
 - (b) the counterclaim

Such deposits shall be paid by cheques payable to “IEM Arbitration Account” and delivered to the arbitral tribunal within 30 days of the date of the written request of the arbitral tribunal. Separate cheques shall be issued in respect of deposits for (a) claim; and (b) counterclaim.

- (2) If the required deposits for the claim and/or counter-claim respectively are not paid in full within 30 days after the date of the request for such deposits, the arbitral tribunal may so give notice to the parties in order that one or another of them may make the full payment for the required deposits for the claim and/or counter-claim.

In its award of costs the arbitral tribunal shall be empowered to award compound interest at its sole discretion on any portion of deposits paid by a party on behalf of another.

- (3) If full payments are not made for the deposits on both the claim and counterclaim within 30 days of the date of notice given under para (2) above, the arbitral tribunal may order the suspension of the arbitration, and if after such suspension the said deposits remain unpaid for a further period of 60 days the arbitral tribunal may withdraw by giving 30 days written notice to the parties.

- (4) If the deposit for the claim has been paid in full and the deposit for the counter-claim not fully paid, the arbitral tribunal shall proceed with the arbitration for the claim only and make rulings and interim or partial awards in respect thereof. The arbitral tribunal will proceed with the arbitration for the counterclaim upon the deposit for the counterclaim being paid in full.

- (5) If the deposit for the counterclaim has been paid in full and the deposit for the claim not fully paid, the arbitral tribunal may so give notice to the parties, and any party may within 30 days of such notice apply to the arbitral tribunal for directions.

- (6) During the course of the arbitral proceedings, the arbitral tribunal may request supplementary deposits from the parties, and the provisions in Rules 11A(1) to 11A(5) above shall apply.

- (7) IEM may at the request of the arbitral tribunal make disbursements from the deposits from time to time for the arbitral tribunal’s fees and expenses.

- (8) After the award has been made, the arbitral tribunal shall render to the parties an account of the arbitral tribunal’s fees and expenses and arrange for the refund of any unexpended balances of the deposits free of interest to the parties.

- (9) The parties to the reference shall be jointly and severally liable for the arbitral tribunal's fees and expenses in respect of the arbitration of the claim and any counterclaim.

RULE 11B - Option B : Payment of Deposits for Claim/Counterclaim separately by Claimant/ Respondent respectively.

- (1) Upon written request of the arbitral tribunal, the Claimant shall pay a deposit towards the cost of award for the claim.

Such deposit shall be paid by cheque payable to "IEM Arbitration Account" and delivered to the arbitral tribunal within 30 days of the date of the written request of the arbitral tribunal.

- (2) The provision in para (1) above shall apply *mutatis mutandis* to the Respondent for payment of deposit in respect of the counterclaim.
- (3) If full payments are not made for the deposits on both the claim and counterclaim within 30 days of the date of the requests for such deposits, the arbitral tribunal may order the suspension of the arbitration, and if after such suspension the said deposits remain unpaid for a further period of 60 days the arbitral tribunal may withdraw by giving 30 days written notice to the parties.
- (4) Para (4) to (9) under Rule 11A shall apply *mutatis mutandis* to this Rule 11B.

PART I (B) ADDITIONAL RULES

RULE 12 : TIME FOR FINAL SUBMISSIONS AND AWARD

- (1) The final submissions of the parties shall be made within a period which is limited to six months. Such period shall start to run from the day when the arbitral tribunal receives the Respondent's Statement of Defence as defined in Article 19(1), or in the case of default in submission of such statement from the date that the arbitral tribunal orders the continuation of the proceedings under Article 28(1). If in accordance with Article 20, amendments are to be allowed by the arbitral tribunal, the time limit shall commence from the date of the last of the amendments. In the event there is a counter-claim the provisions herein shall apply *mutatis mutandis*.
- (2) The arbitral tribunal shall render its award within a period of 3 months from the last of the final submissions.
- (3) Such time limits as prescribed hereinabove may be extended by the arbitral tribunal with the consent of the parties, or in the absence of consent at the discretion of the arbitral tribunal.

RULE 13: LIMITATION OF TIME AND COSTS

- (1) Unless otherwise agreed by the parties the arbitral tribunal may, after considering the complexity of the claim or counter-claim or set-off, as well as the magnitude of the amounts in dispute, set time limits for each of the parties to present their cases.
- (2) The arbitral tribunal may, after considering the complexity of the claim or counterclaim or set-off, as well as the magnitude of the amounts in dispute, set limits for costs to which the successful party may be entitled. The provision in this Rule shall be additional to those in Art. 40 (1) and 40 (2).

RULE 14: JURISDICTION AND POWERS OF ARBITRAL TRIBUNAL

(1) JURISDICTION

In addition to the provisions elsewhere in the Rules, the arbitral tribunal shall have jurisdiction to:

- (a) determine any question as to the existence, validity or termination of any contract between the parties;
- (b) order the rectification of any contract or the arbitration agreement, but only to the extent required to rectify any manifest error, mistake or omission which he determines to be common to all the parties;
- (c) determine any question of law arising in the arbitration;
- (d) determine any question as to Arbitral Tribunal's own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement or to his terms of reference;
- (e) determine any question of good faith, dishonesty or fraud arising in the dispute, if specifically pleaded by a party.

(2) POWERS

In addition to the provisions elsewhere in the Rules, the arbitral tribunal shall have power to:

- a) allow any party, upon such terms (as to costs and otherwise) as the Arbitral Tribunal shall determine, to amend any statement of case, counterclaim, defence to counterclaim and reply, or any other submissions;
- b) order the parties to produce relevant information, documents, goods or property for inspection, in their presence, by the Arbitral Tribunal;
- c) order any party to produce to the Arbitral Tribunal and to the other party, a list of relevant documents for inspection. and to supply copies of any documents or classes of documents in their possession, custody or power which the Arbitral Tribunal determines to be relevant;

- d) allow, limit or refuse to allow the appearance of witnesses (whether witnesses of fact or expert witnesses);
- e) require, prior to any hearing, the exchange of witnesses' statements and of experts' reports;
- f) appoint one or more experts to report to the Arbitral Tribunal on specific issues and to order a party to produce relevant information, documents, and (so far as is practicable) goods or property or samples thereof for inspection by the expert;
- g) seek legal advice in such form as the Arbitral Tribunal thinks fit;
- h) direct the parties, in such proportions as he deems just and in any manner he thinks fit, to make one or more deposits to secure the Arbitral Tribunal's fees and expenses;
- i) order any party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner the Arbitral Tribunal thinks fit;
- j) order any party to provide security for all or part of any amount in dispute in the arbitration;
- k) proceed in the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitral Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that he intends to do so;
- l) express awards in any currency;
- m) issue an order for termination of the reference to arbitration if the parties agree to settle the dispute before an award is made or, if required by both parties, record the settlement in the form of a consent award;
- n) rely on its own knowledge and experience in any field and present views thereon for the parties' consideration and further arguments in the proceedings;
- o) on the application of any of the parties or of the Arbitral Tribunal's own motion but in either case only after receiving representation from the parties concerned to add other parties to be joined in the arbitration with their express consent and make a single final award determining all disputes between them.

(3) **ADDITIONAL POWERS**

If the parties agree, following an explanation by the arbitral tribunal of the consequences, the arbitral tribunal may exercise the following additional powers:

- (a) conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient;
- (b) order the preservation, storage, sale or other disposal of any property or thing under the control of any party;
- (c) receive oral or written evidence from any party which the Arbitral Tribunal considers relevant, whether or not strictly admissible in law. In particular the arbitral tribunal may, at their discretion, receive secondary evidence and/or draw appropriate inferences from a party's conduct where that party fails to comply with an order made by the Arbitral Tribunal;
- (d) make an award on the basis of fairness and reasonableness, without being bound by rule(s) of law, unless a party (or parties) can show such rule(s) to be mandatory.

RULE 15 : SHORT FORM ARBITRATION PROCEDURE

- (1) The parties may by mutual agreement elect to adopt Part III of the Rules for the arbitration.
- (2) Unless otherwise agreed by the parties the Arbitral Tribunal may, notwithstanding that its appointment may have been made in accordance with Parts I and II of the Rules, order that the arbitral proceedings be continued in accordance with the provision of Part III: Short Form Arbitration Procedure. Such order shall be given only after receiving the parties' statement of claim and statement of defence and hearing the parties' views on the suitability of adopting the Part III procedure.
- (3) In any event the provisions of Part III shall apply to arbitration of small claims or counterclaims where both the sums of claim and counterclaim taken separately and excluding interest or financial charges do not exceed RM500,000.

In the event only the claim or counterclaim sum (excluding interest or financial charges) falls below RM500,000 Rule 15(2) shall apply.

- (4) In the event Part III of the Rules is adopted the whole of Parts I and II shall not be applicable save for the following:-

Part I Rules 1, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18 and 19.

Part II Art. 2, 33, 38 and 40

Provided that if the arbitral tribunal shall have been appointed in accordance with Parts I and II prior to the adoption of Part III under Rule 15(2) such appointment shall remain valid.

RULE 16 : EDUCATION AND TRAINING

- (1) For the purpose of training of arbitrators, the arbitral tribunal may admit persons as pupils to sit in at any arbitration procedural meetings and hearings unless there is valid objection by any of the parties to the presence of any such person(s).
- (2) Unless otherwise agreed by the parties the arbitral tribunal shall be permitted to submit to the IEM for publication papers or articles based on the proceedings and the award(s) of the arbitration after removing all references to the identities of the parties. Such articles may be published only after the expiry of 3 years from the date of the final award.

RULE 17 : DISCLAIMER OF LIABILITY

Neither the IEM nor the arbitral tribunal shall be liable to any party for any act or omission with respect to, in connection with or arising out of the appointment of the arbitral tribunal or the conduct of the arbitration.

RULE 18 : PRIVILEGE

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 found or maintain any legal action for defamation, libel, slander or any related complaint. However such relief shall not extend to any complaint of breach of professional code of conduct made to a professional body.

WAIVER OF LAW AND RULES

RULE 19 [This Rule Supercedes Article 30]

If any provision of the applicable law of arbitration or these Rules has not been complied with and the arbitration proceeds without a party promptly stating his objection to such non-compliance without undue delay or within such time limits as may be provided under the applicable law of arbitration or by these Rules, such party shall be deemed to have waived his right to object.

***MODEL ARBITRATION CLAUSE**

Any dispute, controversy or claim in connection with or arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Institution of Engineers, Malaysia, and the following provisions

- (a) *The number of arbitrators shall be ... (one or three);*
- (b) *The place of arbitration shall be ... (town or country);*
- (c) *The law of arbitration of (country) shall govern the arbitration;*
- (d) *The language(s) to be used in the arbitral proceedings shall be ...*

**This model clause is suggested for use of parties entering into contract.*

PART II - UNCITRAL ARBITRATION RULES

Section I. Introductory rules

SCOPE OF APPLICATION

Article 1

1. Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under the UNCITRAL Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in writing.
2. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

NOTICE, CALCULATION OF PERIODS OF TIME

Article 2

1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

NOTICE OF ARBITRATION

Article 3

1. The party initiating recourse to arbitration (hereinafter called the "claimant") shall give to the other party (hereinafter called the "respondent") a notice of arbitration.
2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.
3. The notice of arbitration shall include the following:
 - (a) A demand that the dispute be referred to arbitration;
 - (b) The names and addresses of the parties;
 - (c) A reference to the arbitration clause or the separate arbitration agreement that is invoked;
 - (d) A reference to the contract out of or in relation to which the dispute arises;
 - (e) The general nature of the claim and an indication of the amount involved, if any;
 - (f) The relief or remedy sought;
 - (g) A proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon.
4. The notice of arbitration may also include:
 - (a) The proposals for the appointments of a sole arbitrator and an appointing authority referred to in article 6, paragraph 1;
 - (b) The notification of the appointment of an arbitrator referred to in article 7;
 - (c) The statement of claim referred to in article 18.

REPRESENTATION AND ASSISTANCE

Article 4

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party; such communication must specify whether the appointment is being made for purposes of representation or assistance.

Section II. Composition of the arbitral tribunal

NUMBER OF ARBITRATORS

Article 5

If the parties have not previously agreed on the number of arbitrators (i.e. one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

APPOINTMENT OF ARBITRATORS (Articles 6 to 8)

Article 6

1. If a sole arbitrator is to be appointed, either party may propose to the other:
 - (a) The names of one or more persons, one of whom would serve as the sole arbitrator; and
 - (b) If no appointing authority has been agreed upon by the parties, the name or names of one or more institutions or persons, one of whom would serve as appointing authority.
2. If within thirty days after receipt by a party of a proposal made in accordance with paragraph 1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties. If no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within sixty days of the receipt of a party's request, therefore, either party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate an appointing authority.
3. The appointing authority shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the appointing authority shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:
 - (a) At the request of one of the parties the appointing authority shall communicate to both parties an identical list containing at least three names;
 - (b) Within fifteen days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference;
 - (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;

- (d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.
4. In making the appointment, the appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account as well the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

Article 7

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.
2. If within thirty days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator he has appointed:
- (a) The first party may request the appointing authority previously designated by the parties to appoint the second arbitrator; or
 - (b) If no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within thirty days after receipt of a party's request therefore, the first party may request the Secretary-General of the Permanent Court of Arbitration at The Hague to designate the appointing authority. The first party may then request the appointing authority so designated to appoint the second arbitrator. In either case, the appointing authority may exercise its discretion in appointing the arbitrator.
3. If within thirty days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority in the same way as a sole arbitrator would be appointed under article 6.

Article 8

1. When an appointing authority is requested to appoint an arbitrator pursuant to article 6 or article 7, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfil its function.
2. Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

CHALLENGE OF ARBITRATORS (Articles 9 to 12)

Article 9

A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Article 10

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Article 11

1. A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in articles 9 and 10 became known to that party.
2. The challenge shall be notified to the other party, to the arbitrator who is challenged and to the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.
3. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in article 6 or 7 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Article 12

1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:
 - (a) When the initial appointment was made by an appointing authority, by that authority;
 - (b) When the initial appointment was not made by an appointing authority, but an appointing authority has been previously designated, by that authority;
 - (c) In all other cases, by the appointing authority to be designated in accordance with the procedure for designating an appointing authority as provided for in article 6.
2. If the appointing authority sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in articles 6 to 9 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.

REPLACEMENT OF AN ARBITRATOR

Article 13

1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 6 to 9 that was applicable to the appointment or choice of the arbitrator being replaced.
2. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 14

If under articles 11 to 13 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.

Section III. Arbitral proceedings

GENERAL PROVISIONS

Article 15

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at any stage of the proceedings each party is given a full opportunity of presenting his case.
2. If either party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
3. All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other party.

PLACE OF ARBITRATION

Article 16

1. Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration.
2. The arbitral tribunal may determine the locale of the arbitration within the country agreed upon by the parties. It may hear witnesses and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration.
3. The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.
4. The award shall be made at the place of arbitration.

LANGUAGE

Article 17

1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.
2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

STATEMENT OF CLAIM

Article 18

1. Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the arbitral tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.
2. The statement of claim shall include the following particulars:
 - (a) The names and addresses of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;

- (d) The relief or remedy sought.

The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

STATEMENT OF DEFENCE

Article 19

1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of defence in writing to the claimant and to each of the arbitrators.
2. The statement of defence shall reply to the particulars (b), (c) and (d) of the statement of claim (article 18, para. 2). The respondent may annex to his statement the documents on which he relies for his defence or may add a reference to the documents or other evidence he will submit.
3. In his statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.
4. The provisions of article 18, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 20

During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 21

1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.
2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of article 21, an arbitration clause which forms part of a contract and which provides for

arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim.
4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

FURTHER WRITTEN STATEMENTS

Article 22

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

PERIODS OF TIME

Article 23

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defence) should not exceed forty-five days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

EVIDENCE AND HEARINGS (ARTICLES 24 AND 25)

Article 24

1. Each party shall have the burden of proving the facts relied on to support his claim or defence.
2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defence.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.

Article 25

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he intends to present, the subject upon and the languages in which such witnesses will give their testimony.
3. The arbitral tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least fifteen days before the hearing.
4. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.
5. Evidence of witnesses may also be presented in the form of written statements signed by them.
6. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

INTERIM MEASURES OF PROTECTION

Article 26

1. At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute, including measures for the conservation of the goods forming the subject matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.
2. Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.
3. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

EXPERTS

Article 27

1. The arbitral tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.
2. The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
3. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.
4. At the request of either party the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of article 25 shall be applicable to such proceedings.

DEFAULT

Article 28

1. If, within the period of time fixed by the arbitral tribunal, the claimant has failed to communicate his claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.
2. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF HEARINGS

Article 29

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

WAIVER OF RULES

Article 30

A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

Section IV. The award

DECISIONS

Article 31

1. When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.

FORM AND EFFECT OF THE AWARD

Article 32

1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.
2. The award shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay.
3. 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.
4. An award shall be signed by the arbitrators and shall contain the date and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.
5. The award may be made public only with the consent of both parties.
6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.
7. If the arbitration law of the country where the award is made requires that the award be filed or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law.

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 33

1. The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules that it considers applicable.
2. The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 34

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of article 32, paragraphs 2 and 4 to 7, shall apply.

INTERPRETATION OF THE AWARD

Article 35

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award.
2. The interpretation shall be given in writing within forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 32, paragraphs 2 to 7, shall apply.

CORRECTION OF THE AWARD

Article 36

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.
2. Such corrections shall be in writing, and the provisions of article 32, paragraphs 2 to 7, shall apply.

ADDITIONAL AWARD

Article 37

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.
3. When an additional award is made, the provisions of article 32, paragraphs 2 to 7, shall apply.

COSTS (Articles 38 to 40)

Article 38

The arbitral tribunal shall fix the costs of arbitration in its award. The term "costs" includes only:

- (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 39;
- (b) The travel and other expenses incurred by the arbitrators;
- (c) The costs of expert advice and of other assistance required by the arbitral tribunal;
- (d) The travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
- (e) The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;

- (f) Any fees and expenses of the appointing authority as well as the expenses of the Secretary-General of the Permanent Court of Arbitration at The Hague.

Article 39

1. The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.
2. If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the arbitral tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.
3. If such appointing authority has not issued a schedule of fees for arbitrators in international cases, any party may at any time request the appointing authority to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the authority appoints arbitrators. If the appointing authority consents to provide such a statement, the arbitral tribunal in fixing its fees shall take such information into account to the extent that it considers appropriate in the circumstances of the case.
4. In cases referred to in paragraphs 2 and 3, when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix its fees only after consultation with the appointing authority which may make any comment it deems appropriate to the arbitral tribunal concerning the fees.

Article 40

1. Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
2. With respect to the costs of legal representation and assistance referred to in article 38, paragraph (e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.
3. When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall fix the costs of arbitration referred to in article 38 and article 39, paragraph 1, in the text of that order or award.
4. No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under articles 35 to 37.

DEPOSIT OF COSTS

Article 41

1. The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in article 38, paragraphs (a), (b) and (c).
2. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
3. If an appointing authority has been agreed upon by the parties or designated by the Secretary-General of the Permanent Court of Arbitration at The Hague, and when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the appointing authority which may make any comments to the arbitral tribunal which it deems appropriate concerning the amount of such deposits and supplementary deposits.
4. If the required deposits are not paid in full within thirty days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.
5. After the award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

PART III - SHORT FORM ARBITRATION PROCEDURE
[This Procedure is based on CIArb's Short Form Arbitration Procedure (1991)]

PRELIMINARY

Regulation 1. This Part III of the Rules shall apply to arbitration that the parties intend to be conducted according to shortened forms of procedure, whether on the basis of:

- 1.1 written submissions and documentary evidence only, without a hearing; or
- 1.2 a hearing for the purpose of receiving oral submissions and evidence.

The parties may vary any of the provisions of these Regulations by mutual agreement.

COMMENCEMENT OF ARBITRATION

Regulation 2. An application for arbitration shall be made to the President IEM by the parties on the Form IEM/Arb.7.SF, accompanied by the prescribed registration fee. At such time as the President thinks fit, it shall appoint an Arbitrator.

JURISDICTION AND POWERS OF THE ARBITRATOR

Regulation 3. Without prejudice to the jurisdictions and powers set out in the Rule 14 of Part I. the Arbitrator shall have the widest discretion permitted by law to ensure the just, expeditious, economical and final determination of the dispute.

Regulation 4. Without prejudice to any powers conferred on the Arbitrator by law or by the contract between the parties, the Arbitrator may exercise the powers set out in Rule 14 of Part I.

PROCEDURE

Regulation 5. The parties shall, if possible, agree whether the arbitration is to proceed on the basis of written submissions and documentary evidence only, without a hearing, or whether a hearing is required for the purpose of receiving oral submissions and evidence. If the parties fail to agree, the Arbitrator shall decide which procedure is to be followed and may, if he considers it desirable, call a meeting with the parties to consider the matter. The Arbitrator shall in any case confirm which procedure is to be followed by directions issued to the parties in writing.

Regulation 6. Within 21 days of the Arbitrator's directions under regulation 5, the party making the claim ('the Claimant') shall submit to the Arbitrator and to the other party ('the Respondent') a brief statement of claim.

Regulation 7. Within 21 days of receipt of the Claimant's statement of its claim, the Respondent shall submit to the Arbitrator and to the Claimant:

- 7.1 a brief statement of its defence to the claim;
- 7.2 a brief statement of any counterclaim.

Regulation 8. Within 14 days of receipt of the Respondent's statement(s) under Regulation 7, the Claimant shall submit to the Arbitrator and to the Respondent:

- 8.1 a brief statement of any reply to the defence which it wishes to make;
- 8.2 a brief statement of its defence to any counter-claim.

Regulation 9. Where the Claimant submits a defence to the Respondent's counterclaim, the Respondent may, within 14 days of receipt of the defence to the counterclaim, submit to the Arbitrator and to the Claimant a brief statement of its reply to that defence.

Regulation 10. All statements submitted under Regulations 6 to 9 above shall include a brief statement of:

- 10.1 the party's principal arguments of fact and law;
- 10.2 in the case of the claim and of any counterclaim, the remedies sought;

and shall be accompanied by copies of all documents on which the party seeks to rely in support of its case and detailed calculations of any sums claimed.

Regulation 11. Submissions will normally be closed on completion of the procedure set out in Regulations 6 -10. However, the Arbitrator may, in his discretion, permit the parties to make further replies to each other's cases, but shall in every case have the power to determine when the submissions are closed.

Regulation 12. The Arbitrator may require the parties to submit to him and to each other:

12.1 on application to the Arbitrator, such documents as are properly discoverable to help the parties in preparing their submissions;

12.2 in any case, such further submissions, documents or information as he considers to be necessary.

Regulation 13. Within 14 days of the close of submissions or at such other time as he thinks fit, the Arbitrator may in appropriate cases conduct an inspection of the subject matter of the arbitration. Either party or both parties shall be entitled to attend, but only for the purpose of identifying for the Arbitrator the subject matter of the dispute or any relevant part(s).

Where, under Regulation 5, the Arbitrator has directed that a hearing be held, he shall, in consultation with the parties, fix a date and venue for the hearing at the earliest opportunity.

Regulation 14. Where, under Regulation 5, the Arbitrator has directed that the arbitration is to proceed on the basis of written submissions and documentary evidence only, the Arbitrator may nevertheless call the parties to a hearing solely for the purpose of seeking clarification of any matters arising from the parties' statements and supporting evidence.

Regulation 15. If, during the course of the arbitration, the Arbitrator concludes that the dispute is incapable of proper resolution in accordance with these Regulations, or if, having directed otherwise under Regulation 5, he considers that a full hearing is after all required, he shall advise the parties of his alternative proposals for the conduct of the arbitration. The arbitration shall, unless otherwise directed by the Arbitrator, continue from the point already reached.

Regulation 16. Notwithstanding Rule 15(3) of Part I the parties may, by agreement at any time, serve notice on the Arbitrator that the arbitration shall no longer be conducted in accordance with these Regulations.

Regulation 17. The Arbitrator shall have the power to extend or vary any of the time limits stipulated in these Regulations.

MISCELLANEOUS

Regulation 18. Upon application by a party the President shall have power to appoint a substitute arbitrator if the original appointee dies, is incapacitated or is for any reason unable to deal expeditiously with the dispute following acceptance of the appointment.

Regulation 19. Awards made under these Regulations shall be final and binding on the parties.

Regulation 20. In addition to the Regulations hereinabove Rule 15 of Part I shall also apply.

**INITIAL PROCEDURE FOR ARBITRATION
UNDER PARTS I & II OF THE RULES**
[Where IEM President is the Appointing Authority]

1. INTRODUCTION

The initial procedure for arbitration is provided to aid and facilitate the President, the parties and the arbitrator on the sequential steps to be taken in the appointment of the tribunal under Parts I and II of the Rules. The initial procedure under Part III of the Rules is given in Form IEM/Arb.7SF.

2. ORDER OF PROCEDURE

2.1 Appointment of Arbitrator

2.1.1 When an application is received by the Institution to appoint an arbitrator:

- (a) IEM will send to the parties Form IEM/Arb.1, 1A and 1B to complete the details and return.
- (b) Upon receiving the returned Form/Arb.1, 1A and 1B the President will send Form IEM/Arb.2 and 2A to the persons he shall have selected as suitable candidates for appointment, for their declaration of independence and impartiality.
- (c) Upon receiving the returned Form IEM/Arb.2A from the persons, the President will send Form IEM/Arb.3 and 3A to the parties for them to show their preference of candidate for appointment as arbitrator.
- (d) After receiving Form IEM/Arb.3A from both the parties, the President of IEM will send Form IEM/Arb.4 to inform the parties of the appointed arbitrator. Form/Arb.4 is copied to the appointed arbitrator who will also be given copies of Form IEM/Arb.1, 1A and 1B duly completed by the parties.

2.2 Action by Arbitrator

2.2.1 On being informed of his appointment by the President, the arbitrator shall send to each party Form IEM/Arb.5 and Form IEM/Arb.6.

2.2.2 Form IEM/Arb.6 shall be returned to the arbitrator duly signed by each party to confirm that they agree to his fees and conditions and accompanied by cheque(s) for amount(s) as requested for security of the costs of the award (separate cheques for claim/counter-claim). The cheque(s) shall be made payable to "IEM Arbitration Account" and crossed A/C Payee and delivered to the arbitrator together with Form IEM/Arb.6.

Alternatively, the arbitrator may elect to request only an initial deposit from the Claimant towards the cost of the preliminary meeting in order to facilitate early commencement of proceedings.

- 2.2.3 The arbitrator shall immediately remit the deposit received to IEM who will hold it in trust and expend it on the instruction of the arbitrator towards payment of costs of the award.
- 2.2.4 The above procedure being completed, the arbitrator shall forthwith arrange for a preliminary meeting with the parties in dispute, or their representatives, to agree on an order for directions.
- 2.2.5 Where the hearing is to be held at IEM it will be the duty of the arbitrator to arrange for the hire of its room.
- 2.2.6 From his appointment up to the time of his award, the conduct of the arbitration shall be fully under the control of the arbitrator, who will notify IEM when the arbitration is concluded.

3. FORMS

- Form IEM/Arb.1 : Application to the President IEM to appoint an arbitrator.
- Form IEM/Arb.1A : Application to the President IEM to appoint an arbitrator.
- Form IEM/Arb.1B : Brief description of claim/counter-claim.
- Form IEM/Arb.2 : Candidates for appointment as arbitrator.
- Form IEM/Arb.2A : Declaration of Independence/Impartiality and condition of appointment.
- Form IEM/Arb.3 : Nomination of candidates for appointment as arbitrator by the President of IEM.
- Form IEM/Arb.3A : Order of preference for candidates.
- Form IEM/Arb.4 : Appointment of arbitrator by the President IEM.
- Form IEM/Arb.5 : Acceptance of appointment by the arbitrator.
- Form IEM/Arb.6 : Acceptance of rules for arbitration and Arbitrator's fees.
- Form IEM/Arb.7SF : Application for arbitration using IEM Short Form Arbitration Procedure.



The Institution of Engineers, Malaysia

Our Ref.:

Date:

Fax/Post

To the Applicant:

Name:

Address:

.....

Tel. Fax. Email:

APPLICATION TO THE PRESIDENT INSTITUTION OF ENGINEERS, MALAYSIA TO APPOINT AN ARBITRATOR

I refer to your letter ref. dated

I am pleased to enclose herewith Form IEM/Arb.1A and Form IEM/Arb1B.

Kindly do the following:-

- (1) Complete Form IEM/Arb.1A and 1B and return same to me.
- (2) Extend a photocopy of your completed IEM/Arb.1A and 1B to the other party.
- *(3) Let me have the name and address of the other party, and extend copies of all correspondence to that party.

.....
Hon. Secretary
The Institution of Engineers, Malaysia

c.c. The other party

Name:

Address:

.....

Tel. Fax. Email:

- (1) Please complete IEM/Arb.1B and return same within 14 days of date of application.
[see Form IEM.Arb.1A sent to you by the Applicant]
- (2) Enc: Form IEM/Arb.1A
: Form IEM/Arb.1B

* Delete where not applicable.



The Institution of Engineers, Malaysia

**APPLICATION TO THE PRESIDENT INSTITUTION OF ENGINEERS, MALAYSIA
TO APPOINT AN ARBITRATOR**

To:

The President
The Institution of Engineers, Malaysia
Bangunan Ingenieur
No. 60 & 62, Jalan 52/4, 46200 Petaling Jaya
Selangor Darul Ehsan

Date:

Tel: 03-79684001/02

Fax: 03-79577678

Email: sec@iem.org.my

DISPUTE OR DIFFERENCE TO BE REFERRED TO ARBITRATION

IN THE MATTER OF AN AGREEMENT

which was made the day of 200

BETWEEN

Who is referred to in the Agreement as the

and whose address is :

.....
.....

Tel. Fax. Email:

AND

who is referred to in the Agreement as the

and whose address is :

.....
.....

Tel. Fax. Email:

for the construction/performance of certain works/duties namely :

.....
.....
.....

AND IN THE MATTER OF DISPUTE OR DIFFERENCE

which has arisen therefrom and referred to in a letter

from (Applicant) dated

(continued)

to: (other party)
requiring the dispute or difference to be referred to arbitration

The arbitration agreement provides for: -

- * (1) A sole arbitrator to be appointed by mutual agreement, failing which the President shall appoint the arbitrator.
- * (2) Each party to appoint one arbitrator and the 2 party-appointed arbitrators to appoint another arbitrator as *third (presiding) arbitrator, failing which such appointment shall be made by the President.

- NB:*
- (1) Applicant shall attach a copy of the notice of arbitration and the arbitration clause in the contract or a separate arbitration agreement.
 - (2) If the arbitration clause/agreement requires parties to appoint an arbitrator by mutual agreement in the first instance before requesting the President to appoint one in the event of failure/absence of mutual agreement, Applicant shall produce evidence of such failure/absence of mutual agreement.
 - (3) If three arbitrators are to be appointed the procedure in Rule 4 and Art. 7 shall apply and the Applicant may apply to the President to appoint the second arbitrator or the Presiding arbitrator (as the case may be).

WE HEREBY APPLY TO THE PRESIDENT TO APPOINT A PERSON AS

*SOLE/SECOND/PRESIDING ARBITRATOR/UMPIRE

- (1) We enclose a cheque of RM1060.00 inclusive of 6% GST) payable to the Institution of Engineers, Malaysia) in respect of the registration / appointment fee.
- (2) We agree to arbitral proceedings being conducted under the IEM Rules for Arbitration.
- (3) A brief description of the dispute or difference is given in Appendix 1B hereto.

Signature of the Applicant:

(being the *Claimant/Respondent)

Name:

Address:

.....

Tel. Fax. Email:

* Delete where not applicable.



The Institution of Engineers, Malaysia

BRIEF DESCRIPTION OF *CLAIM/COUNTER-CLAIM

[For the sole purpose of the appointment of the arbitral tribunal and this does not bind the parties in the reference]

- (1) Parties shall submit a brief description of their claim/counter-claim to assist the President to identify suitable candidates for appointment as arbitrator.
(2) Parties are advised that in general, an exact match of such candidates' qualification and experience to suit the particular dispute may not be possible, but the best available candidates in the IEM panel of arbitrators will be selected.
(3) The description furnished by the parties herein are for the abovementioned purpose only and do not bind the parties in any way.

(4) Name of Claimant

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(5) Name of Respondent

(6) General description of claim/counter-claim*

Please attach a brief description of the claim/ counter claim

(7) Total amount of Claim/Counter-claim* RM

(8) State the technical nature of the claim/counter-claim*

- (a) Civil engineering
(b) Mechanical
(c) Electrical
(d) Others (please specify)

NB: The dispute may involve more than one of the above items. If so please provide a rough breakdown of the amount of claim under each item.

Signature of *Claimant/Respondent

Date:

* Delete where not applicable.



The Institution of Engineers, Malaysia

CANDIDATES FOR APPOINTMENT AS ARBITRATOR

To: [Name and address of proposed arbitrator]
.....
.....
.....
Tel: Fax:
Email:

Date:

DECLARATION OF INDEPENDENCE/IMPARTIALITY

IN THE MATTER OF AN ARBITRATION

Between
.....
And
.....
Re:
.....
.....

I propose to nominate you as one of the candidates for appointment as *sole/second/presiding arbitrator. If you are able and willing to accept such nomination and subsequently the appointment (if you are chosen in accordance with the IEM Rules for arbitration) kindly complete the attached form of declaration (Form IEM/Arb.2A and return same within 10 days of the date of this letter.

.....
President/Deputy President*
The Institution of Engineers, Malaysia

* Delete where not applicable.

[To be completed by the proposed candidate]

To: The President
The Institution of Engineers, Malaysia
Bangunan Ingenieur
No. 60 & 62, Jalan 52/4, 46200 Petaling Jaya
Selangor Darul Ehsan
Tel: 03-79684016 Fax: 03-79577678
Email: sec@iem.org.my

IN THE MATTER OF AN ARBITRATION

Between

And

DECLARATION OF INDEPENDENCE/IMPARTIALITY AND
CONDITION OF APPOINTMENT

With reference to the abovementioned arbitration I am pleased to declare as follows:-

1. I am independent of the parties in the arbitration.
2. I have no interest in the outcome of the arbitration.
3. I am able to act impartially.
4. I am able to commence and continue the proceedings without delay upon appointment
5. I have read and obtained a clear comprehension of
 - (1) IEM Rules for Arbitration
 - (2) IEM guidelines of good practice for arbitrators
 and undertake to act accordingly.
6. I have noted Rule 16 of the IEM Rules for arbitration and undertake to extend my full cooperation to IEM in fulfilling its objective in education and training of arbitrators.
7. I agree that IEM shall be entitled to a levy of 10% of my Arbitration fees.

I enclose herewith 3 copies of my C.V. (Not more than two A4 pages).

Signature:

Name Date



The Institution of Engineers, Malaysia

**NOMINATION OF CANDIDATES FOR APPOINTMENT AS ARBITRATOR
BY THE PRESIDENT, INSTITUTION OF ENGINEERS, MALAYSIA**

Date:

To:

And:

IN THE MATTER OF DISPUTE OR DIFFERENCE REFERRED TO ARBITRATION

Between

And

Re:

I hereby nominate the following candidates for appointment as *sole/second/presiding arbitrator:-

.....
.....
.....

Their curriculum vitae are attached.

Within 15 days after the receipt of this list, each party shall return the list to the President in Form IEM/Arb.3A (attached hereto) after having deleted the name or names to which he objects and number the remaining names on the list in order of preference.

I shall thereafter appoint the arbitrator.

.....
Signature
Name:
*President/Deputy President
The Institution of Engineers, Malaysia

- Delete where not applicable

Order of Preference for Candidates

[Parties shall complete the form below and return a copy of the whole of this sheet within 15 days to IEM]

To:

The President
The Institution of Engineers, Malaysia
Bangunan Ingenieur
No. 60 & 62, Jalan 52/4, 46200 Petaling Jaya
Selangor Darul Ehsan
Tel: 03-79684016 Fax: 03-79577678
Email: sec@iem.org.my

1. I/we hereby state our order of preference of the following candidates for appointment as *sole/second/presiding arbitrator.

Names	**Preference
.....
.....
.....

2. I/we understand that in the absence of consensus of the parties the appointment of one of the abovementioned candidates shall not be precluded.

Signature (Claimant/Respondent):

Name Date

* Delete where not applicable.
** Mark 1, 2, 3, etc in **descending** order of preference;
Mark with X for objection;
No marking if no particular order of preference



The Institution of Engineers, Malaysia

**APPOINTMENT OF ARBITRATOR
BY THE PRESIDENT, INSTITUTION OF ENGINEERS, MALAYSIA**

Date:

To: (Claimant's Representative)

And: (Respondent's Representative)

IN THE MATTER OF AN ARBITRATION

Between

And

Re:

I hereby appoint

as *sole/second/presiding arbitrator.

.....
Signature
Name:
*President/Deputy President
The Institution of Engineers, Malaysia

c.c. The Arbitrator
Name:
Address:

* Delete where not applicable



The Institution of Engineers, Malaysia

ACCEPTANCE OF APPOINTMENT BY THE ARBITRATOR

Date:

To: (Claimant's Representative)
.....
.....

And: (Respondent's Representative)
.....
.....

IN THE MATTER OF AN ARBITRATION

Between
.....
(name of Claimant)

And
.....
(name of Respondent)

Re:
.....

I am in receipt of Form IEM/Arb.4 from the President, The Institution of Engineers, Malaysia dated appointing me as *sole/second/presiding arbitrator in the above arbitration.

1. I accept the appointment.
2. The arbitral proceedings shall be in accordance with the current "IEM Rules for Arbitration".
3. (i) My fees shall be in accordance with the Schedule attached hereto.
- * (ii) In order to meet the cost of the first preliminary meeting the claimant shall remit by cheque payable to " IEM Arbitration Account" the sum of RM 2500 as security deposit. I shall after the first preliminary meeting issue directions for parties to make further deposits towards the cost of award in accordance with Rule 11A or 11B.
- * (iii) In order to meet the cost of the award the parties shall place a security deposit by cheque payable to "IEM Arbitration Account". The amount (s) to be deposited by each party shall be:

*Option A (See Rule 11A)

- | | |
|---|----|
| (a) For the Claim : Total Amount of Deposit | RM |
| (b) Amount to paid by EACH Party [50% of (a)] | RM |
| (c) For the Counterclaim | RM |
| (d) Amount to paid by EACH Party [50% of (c)] | RM |

*Option B (See Rule 11B)

- | | | |
|--------------------------|----------|--------------------------|
| (a) For the Claim | RM | to be paid by Claimant |
| (b) For the Counterclaim | RM | to be paid by Respondent |

* Delete where not applicable

- (iv) The Institution of Engineers, Malaysia shall, upon demand, be permitted to make interim payments on account of my outstanding fees and expenses from the deposit in its keeping.
- 4. Kindly return to me one copy of the annexed Form IEM/Arb.6 duly completed, retaining one copy for yourself, together with the security deposit as requested in paragraph 3 above.

Signature of Arbitrator

Name:

Address:

.....

c.c. President, The Institution of Engineers, Malaysia

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The Institution of Engineers, Malaysia

ACCEPTANCE OF RULES FOR ARBITRATION AND ARBITRATOR'S FEES AND EXPENSES

Date:

To :
(The Sole/Second/Presiding Arbitrator)

IN THE MATTER OF AN ARBITRATION

Between
.....
(name of Claimant)

And
.....
(name of Respondent)

Re:

We are in receipt of your letter (Form IEM/Arb.5) dated accepting appointment as *sole/second/presiding arbitrator upon the terms and conditions set out with respect to the arbitral proceedings and your fees.

- (i) We confirm our agreement that the arbitral proceedings shall be in accordance with the current "IEM Rules for Arbitration".
- (ii) We accept your fees as set out in your letter and the Rules and undertake to be held jointly and severally liable with the other parties for payment of your fees and expenses.
- *(iii) The Claimant hereby enclose a cheque for the amount of RM 2500 as security deposit towards the cost of the first preliminary meeting.
- *(iv) We enclose the following cheque(s) being security deposit as requested:-

* Option A (See Rule 11A)

- (a) For the Claim
Amount to be paid by **EACH** Party RM..... (Cheque No.)
- (b) For the Counterclaim
Amount to be paid by **EACH** Party RM..... (Cheque No.)

* Option B (See Rule 11B)

- (a) For the Claim RM to be paid by Claimant
Cheque No.
- (b) For the Counterclaim RM to be paid by Respondent
Cheque No.

.....
(signed by the *Claimant/Respondent)

NB: Cheques to be made payable to "IEM Arbitration Account" and crossed A/C Payee and to be enclosed together with this Form to be returned to the arbitrator.

* Delete where not applicable.



The Institution of Engineers, Malaysia

APPLICATION FOR ARBITRATION USING

IEM SHORT FORM ARBITRATION PROCEDURE

A. PROCEDURE FOR APPOINTMENT OF ARBITRATION

(1) This form should be used only where both parties have agreed that their dispute or difference shall be arbitrated under Part III of IEM Arbitration Rules: Short Form Arbitration Procedure. Such agreement may be by:

- (i) a joint application on this form by both parties or;
- (ii) an existing arbitration agreement in the form of an arbitration clause included in a contract or a separate agreement which specifically refers to arbitration using these Rules.

This form may validly be submitted by only one party where there is an existing arbitration agreement. Where there is no such written arbitration agreement this form must be signed by both parties. Both joint and unilateral applicants should fill in full details of **both** parties.

- (2) The President shall send to the candidate for appointment (whether agreed upon by the parties or selected by the President) Form IEM/Arb.2 and 2A for his declaration of independence/impartiality.
- (3) On return of Form IEM/Arb.2A to the President, the President shall issue Form IEM/Arb.4 notifying the parties of the appointment of the arbitrator. A copy of this shall be extended to the arbitrator together with Form IEM/ Arb.7SF (2012) duly completed by a party or the parties.
- (4) The arbitrator shall issue to the parties Form IEM/Arb.5 duly completed together with Form IEM/Arb.6.
- (5) Upon return of Form IEM/Arb.6 to the arbitrator the appointment procedure is complete.

B. THIS APPLICATION IS SUBMITTED JOINTLY/UNILATERALLY*

I/we*the undersigned hereby apply to the President IEM for all disputes or differences arising out of or in connection with the contract / agreement detailed below to be referred to arbitration under the IEM Short Form Arbitration Rules for the time being in force.

C. DETAILS OF PARTIES:

(1) CLAIMANT:

Name

Address

.....

Tel. Fax. Email:

REPRESENTATIVE:

Name

Address

.....

Tel. Fax. Email:

(Continued)

(2) RESPONDENT:

Name

Address

.....

.....

Tel. Fax. Email:

REPRESENTATIVE:

Name

Address

.....

.....

Tel. Fax. Email:

D. CONTRACT / AGREEMENT: (Enclose a copy or summarise briefly)

.....

.....

.....

.....

E. ARBITRATION CLAUSE OR AGREEMENT: (A copy is attached to this application. This is essential in the case of a unilateral application.)

F. DISPUTE: (Brief particulars of nature, circumstances and location, of dispute, issue for arbitration and amount at issue are all that are required at this stage. The parties will be asked by the arbitrator to make detailed submissions in due course.)

.....

.....

.....

.....

G. ARBITRATOR:

- *(a) The President of IEM is hereby requested to appoint an arbitrator; or
- *(b) An arbitrator has been agreed upon by the parties. His or her details are as follows:

Name

Address

.....

.....

Tel. Fax. Email:

* Delete as appropriate

(Continued)

H. OTHER RELEVANT DETAILS: (e.g.: unilateral application: date on which party was requested to concur in appointment of arbitrator, names of arbitrators proposed etc.)

.....
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.....
.....
.....
.....

- I. REGISTRATION/APPOINTMENT FEE:** A cheque is enclosed for RM530 (inclusive of 6 % GST) (payable to The Institution of Engineers Malaysia) in respect of the registration/appointment fee.
- J. ARBITRATION RULES :** In the case of a joint application: We the parties to the application confirm that we are each in possession of a copy of the IEM Arbitration Rules which incorporates Part III : Short Form Arbitration Procedure and agree to be bound by Part III of the Rules and by the award of the Arbitrator appointed to determine the dispute.
- K. SIGNED:** (Joint applications must be signed by both parties. Unilateral applications need only be signed by one party.)

_____ Date:
(Claimant)

_____ Date:
(Respondent)

* *Delete as appropriate*