

A Comparison Between VIAC and SIAC Arbitration Rules

The table below sets out the key difference between an arbitration proceeding at the Vietnam International Arbitration Center ([VIAC](#)) and the Singapore International Arbitration Center ([SIAC](#)). This post is written by Ha Kieu Anh and Le Do Hong Van. A pdf version of this post can be downloaded [here](#).

VIAC	SIAC
1. Organizational structure	
<p>1.1 VIAC has a President and two Vice-Presidents elected by the arbitrators for a term of four years.</p> <p>1.2 The VIAC President has the authority to appoint a Permanent Secretary of VIAC. The role of the secretary is only generally prescribed to perform tasks in accordance with VIAC Rule and VIAC regulations. However, the VIAC Rule does not specify the role of the Secretary and other VIAC regulations are not available to the public.</p> <p>1.3 During the proceedings, the authority of VIAC is provided in general, without specifying which individual or position will make decisions within the competence of VIAC.</p>	<p>1.4 The SIAC has a President, Deputy Presidents, Secretary General and Deputy Secretary Generals.</p> <p>1.5 The SIAC Rule has clearer provisions regarding the position of the President and the Secretary General during the arbitration proceedings. However, there are still some regulations that are only written in general without specifying which individual or position will make which decision.</p>
2. Current rules	
<p>2.1 VIAC's current procedural code is VIAC Rule 2016. Unless otherwise agreed by the parties, VIAC Rule 2017 takes effect from 1 March 2017.</p>	<p>2.2 SIAC's current procedural code is SIAC Rule 2017. Unless otherwise agreed by the parties, SIAC Rule 2016 takes effect from 1 March 2016.</p>
3. Implementation Manual	
<p>3.1 There is no documentation for implementation.</p>	<p>3.2 There are documentation for implementation. Implementation guidance documents are guidelines issued by the Secretary General of the SIAC Arbitration Court from time to time to supplement, amend and implement SIAC Rule 2016.</p>
4. Notice and calculation of time	
<p>4.1 Notices and documents sent by one</p>	<p>4.4 The parties will submit to the Secretary</p>

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<p>party to VIAC must have enough copies for the Center to send one copy to each member of the Tribunal, one copy to the other party and one copy for archiving.</p> <p>4.2 Notice, documents are considered received on (1) the date of receipt by the parties; or (2) delivery date if notice, documents are sent in accordance with Article 3.2 VIAC Rules 2017 (Receipt Date).</p> <p>4.3 The deadline will be counted from the next day of the Receipt Date. There is no rule to calculate time according to time zone.</p>	<p>General a copy of the notice, transaction documents or proposal.</p> <p>4.5 The notice, transaction letter or offer is deemed to have been received on the date of delivery in accordance with Article 2.1 SIAC Rules 2016 (Receipt Date).</p> <p>4.6 The term will be calculated from the next day of the Receipt Date and, unless otherwise decided by the Secretary General or the Tribunal, and in Singapore Standard Time (GMT +8).</p> <p>4.7 Except as provided in this rules, the Secretary General may at any time extend or shorten the term set forth in this rules.</p>
<p>5. Launch of arbitration proceedings</p>	
<p>5.1 At VIAC, arbitration proceedings begin on the date VIAC receives the Statement of Claim of the Claimant. The arbitration agreement and related documents are attached to the Statement of Claim.</p> <p>5.2 The Statement of Claim includes:</p> <p>5.2.1 Date of application;</p> <p>5.2.2 Names and addresses of the parties;</p> <p>5.2.3 Summary of the content of the dispute;</p> <p>5.2.4 Grounds for the claim;</p> <p>5.2.5 The monetary value of the dispute and other claims;</p> <p>5.2.6 Appointment for an arbitrator or request VIAC to appoint;</p> <p>5.2.7 Signature of Claimant.</p> <p>5.3 Unless the parties agree otherwise on the period of time, within 10 days from the date on which VIAC receives the Statement of Claim, the arbitration agreement, other relevant documents and the arbitration fees</p>	<p>5.5 At SIAC, arbitration proceedings begin when the Claimant submitting a Notice of Arbitration to the Secretary General. The Notice of Arbitration includes a copy of the arbitration agreement and other documentation (see 5.6). The Notice of Arbitration may include the Statement of Claim.</p> <p>5.6 The content of the Notice of Arbitration includes:</p> <p>5.6.1 Request for arbitration;</p> <p>5.6.2 names, addresses, telephone numbers, fax numbers and email addresses, if available, of the parties to the arbitration and their representatives of the parties, if any;</p> <p>5.6.3 a reference to and a copy of the arbitration agreement;</p> <p>5.6.4 a reference to and a copy of the contract or other document giving rise to the dispute or relating to the dispute;</p> <p>5.6.5 summarize the facts of the case and the circumstances of the case,</p>

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<p>as prescribed in Article 35. of this Rules, VIAC will send Respondent the Notice, the Statement of Claim, arbitration agreement and other relevant documents.</p> <p>5.4 Within 10 days from the date VIAC receives the Statement of Claim, the arbitration agreement, other relevant documents and arbitration fees, VIAC sends Respondent the Notice, the Statement of Claim, arbitration agreement and documents other relevant material.</p>	<p>specifying the request for any interim relief (if any), and preliminary determination of the amount of the claim (if possible);</p> <p>5.6.6 a statement of the scope of the matter to be brought before the arbitration;</p> <p>5.6.7 the number of arbitrators (if not specified in the arbitration agreement);</p> <p>5.6.8 The issue on nominating an arbitrator;</p> <p>5.6.9 comment on applicable law;</p> <p>5.6.10 comment on language;</p> <p>5.6.11 payment of the requisite filing fee.</p> <p>5.6.12 the statement of Claim (if applicable).</p> <p>5.7 If Claimant does not file the Statement of Claim attached to the Notice of Arbitration, then Claimant must file the Statement of Claim within a period to be determined by the Tribunal. Thus, according to SIAC's procedures, Claimant may file the Statement of Claim after the establishment of Tribunal and other procedural issues to initiate arbitration.</p> <p>5.8 Concurrently with the filing of the Notice of Arbitration to the Secretary General, the Claimant will provide the Respondent with the Notice of Arbitration, and notify the Secretary General of its delivery, specifying the method of delivery and the date of sending.</p> <p>5.9 The SIAC will notify the parties of the commencement of the arbitration.</p>
<p>6. Reply to Notice of Arbitration</p>	
<p>6.1 VIAC does not have this procedure.</p>	<p>6.2 Within 14 days since the receipt date of the Notice of Arbitration, the Respondent will submit a Response to the Secretary General. The Response will include the following main</p>

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	<p>contents:</p> <p>6.2.1 A confirmation or denial of all or part of the claim, including any plea that the Tribunal lacks jurisdiction;</p> <p>6.2.2 a brief statement of any counterclaim, and interim relief, and preliminary monetary amount of the counterclaim (if any);</p> <p>6.2.3 comments on the contents of the Notice of Arbitration;</p> <p>6.2.4 the issue on nominating an arbitrator;</p> <p>6.2.5 payment of the requisite filing fee for the counterclaim (if any);</p> <p>6.2.6 The Statement of Defense or Counterclaim (if applicable).</p> <p>6.3 The Response of the Respondent may include both the Statement of Defense and the Counterclaim.</p> <p>6.4 Concurrently with the filing of the Response to the Secretary General, the Respondent will provide the Claimant with the Notice of Arbitration, and notify the Secretary General of its delivery, specifying the method of delivery and the date of sending.</p>
7. Emergency Arbitrator	
7.1 No regulations.	7.2 Before the establishment of the Tribunal, a party may file a request for the application of the emergency arbitration to the Secretary-General. The President of the SIAC may appoint an Emergency Arbitrator to deal with the such request.
8. Expedited procedure	
<p>8.1 The expedited procedure will be applied if the parties agree to apply</p> <p>8.2 The expedited procedure is subject to some provisions as follows:</p> <p>8.2.1 VIAC or the Tribunal has the authority to shorten any time limit;</p> <p>8.2.2 The Tribunal will consist of one</p>	<p>8.3 The expedited procedure is applied when (i) the amount in dispute will not exceed 6,000,000 Singapore Dollar; (ii) the parties so agree; or (iii) exceptional urgency.</p> <p>8.4 Prior to the establishment of the Tribunal, a party may submit to the Secretary General a request for arbitration and will send a</p>

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<p>arbitrator, unless otherwise agreed by the parties;</p> <p>8.2.3 Unless there is an objection of either party,</p> <p>(a) the Tribunal may conduct a dispute settlement meeting without the presence of the parties;</p> <p>(b) The Tribunal may also conduct the hearing by means of teleconference, video-conference or by any other appropriate means</p> <p>8.2.4 There is no time limit when conducting the expedited procedure.</p>	<p>copy of that request to the other party and notify the Secretary General of this delivery</p> <p>8.5 After considering the opinions of the parties, and taking into account the circumstances of the dispute, the President will decide whether to proceed according to the expedited procedure or not.</p> <p>8.6 The expedited procedure is subject to some provisions as follows:</p> <p>8.6.1 The Secretary General has the authority to shorten deadlines;</p> <p>8.6.2 The Tribunal will consist of one arbitrator, unless otherwise decided by the President;</p> <p>8.6.3 The Secretary General decides whether a meeting should be held;</p> <p>8.6.4 The reasons for the Award may be in summary form, unless the parties agree not to give reasons; and</p> <p>8.6.5 Award will be made within 6 months from the date of establishment of the tribunal unless the Secretary General decides to extend.</p>
<p>9. Settlement of multiple contracts (joinder of disputes)</p>	
<p>9.1 Allowing to merge multiple contracts in a dispute settlement.</p> <p>9.2 This is a similarity between VIAC and SIAC.</p>	<p>9.3 Allowing Claimant to file a dispute involving multiple contracts into one arbitration and pay a single filing fee.</p> <p>9.4 Authority to decide on the consolidation of the case belongs to SIAC.</p> <p>9.5 This is a similarity between VIAC and SIAC.</p>
<p>10. Arbitration fee</p>	
<p>10.1 Claimant makes payment in full for (i) fees for the Arbitrator, and (ii) administrative fees under the Arbitration Fee Schedule effective at the time of filing the Statement of Claim.</p> <p>10.2 After the establishment of the</p>	<p>10.5 The claimant pays the filing fee when submitting the Notice of Arbitration to SIAC.</p> <p>10.6 Claimant pays 50% of the deposit for arbitration fees, and Respondent pays the remaining 50%. One party is allowed to pay the entire deposit if the other party fails to pay its</p>

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<p>tribunal, the tribunal decides that one or both parties must advance (iii) travel fee, accommodation fee and other related expenses.</p> <p>10.3 During the trial, (iv) cost of assessment, property valuation, cost of expert consultation will be determined.</p> <p>10.4 There is no provision for third party to fund the arbitration fees.</p>	<p>due.</p> <p>10.7 The Tribunal may require a party to provide security for (i) attorney fees or other expenses, and/or for (ii) all or part of the amount in dispute.</p> <p>10.8 There is no provision for third party to fund the arbitration fees.</p>
<p>11. Language</p>	
<p>11.1. For disputes without foreign elements, the language of arbitration is Vietnamese.</p>	<p>11.2 Unless the parties agree otherwise, the arbitration council will decide the language to be used in the arbitration.</p>
<p>12. Number of arbitrators</p>	
<p>12.1 Unless the parties have agreed that the dispute will be resolved by a sole arbitrator, the dispute will be resolved by a Tribunal comprising three arbitrators.</p>	<p>12.2 A sole arbitrator will be appointed in any arbitration under this Rules unless otherwise agreed by parties or decided by the Registrar General.</p>
<p>13. Establishment of the Tribunal</p>	
<p>13.1 The Tribunal is established within a limited period of time (maximum 59 days in case the tribunal has 3 arbitrators; and 39 days in case the tribunal has 1 arbitrator) since VIAC sends the Notice, Statement of Claim, arbitration agreement and other documents to the Respondent.</p>	<p>13.2 A tribunal consisting of one arbitrator will be established within 21 days from the date the Claimant submits the Notice of Arbitration if the parties can agree to choose an arbitrator; otherwise, after this 21-day period the President will appoint an arbitrator.</p> <p>13.3 The Tribunal of 3 members will be established by agreement of the parties or within the time limit fixed by the Secretary General.</p> <p>13.4 In the event of more than two parties participating in the arbitration, if the nomination of an arbitrator is not done within 28 days from the date on which the Claimant submits the Notice of Arbitration or within a time limit agreed upon by the parties or within a period provided by the Secretary General, the President will appoint an arbitrator.</p>
<p>14. Replacement of arbitrator</p>	

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<p>14.1 The parties have the right to change the Arbitrator if the Arbitrator falls into one of the following cases:</p> <p>14.1.1 Being a relative or representative of a party;</p> <p>14.1.2 Having an interest related to the dispute;</p> <p>14.1.3 Being a mediator, a representative or a lawyer for either party in the dispute currently being brought to the VIAC for resolution unless the parties have agreed otherwise in writing;</p> <p>14.1.4 There are clear grounds demonstrating that the prospective arbitrator is not impartial or objective;</p> <p>14.1.5 Failure to meet specific qualifications agreed by the parties;</p> <p>14.1.6 Failure to meet the qualifications specified in the applicable arbitration law.</p>	<p>14.2 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.</p>
<p>15. Statement of Claim</p>	
<p>15.1 The Statement of Claim was filed by the Claimant at the beginning of the arbitration proceedings. (see 5)</p>	<p>15.2 The Statement of Claim may be attached to the Notice of Arbitration (see 5) or submitted after the establishment of the Tribunal according to time limit decided by the Tribunal.</p>
<p>16. Statement of Defence</p>	
<p>16.1 Unless otherwise agreed by the parties, within 30 days from the receipt date of the Notice, the Statement of Claim, the arbitration agreement and other relevant documents, the Respondent must submit to the the Statement of Defence to VIAC. The Statement of Defence must contain the contents according to Article 9.1 of VIAC Rules 2017.</p> <p>16.2 The Statement of Defence and related documents must be sent with a</p>	<p>16.4 The Statement of Defence may be attached to the Response (see 6) or submitted after the establishment of the Tribunal according to time limit decided by the Tribunal.</p>

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<p>number of copies as prescribed in Article 3.1 of VIAC Rules 2017.</p> <p>16.3 Arbitration proceedings will still be conducted even if the Respondent does not submit a Statement of Defense.</p>	
<p>17. Counterclaim</p>	
<p>17.1 The Counterclaim is independent of the Statement of Defence.</p> <p>17.2 The Counterclaim is sent to VIAC at the same time the Statement of Defence is submitted.</p>	<p>17.3 The Respondent must provide a brief description of the nature and circumstances of the Statement of Counterclaim in the Response to the Notice of Arbitration.</p> <p>17.4 A Statement of Counterclaim may be attached to the Response to the Notice of Arbitration or submitted according to the time limit decided by the Tribunal.</p>
<p>18. Early dismissal</p>	
<p>18.1 No regulations.</p>	<p>18.2 A party may apply to the Tribunal for the early dismissal of a claim or defence on the basis that:</p> <p>18.2.1 no legal value; and</p> <p>18.2.2 not under the jurisdiction of the Tribunal.</p>
<p>19. Interim relief</p>	
<p>19.1 Interim relief are listed in a closed list.</p>	<p>19.2 The arbitration council may consider applying an interim relief that the Tribunal deems appropriate.</p>
<p>20. Authority of Tribunal</p>	
<p>20.1 In addition to the contents mentioned in this comparison table, the Tribunal has the authority to:</p> <p>20.1.1 verify the facts;</p> <p>20.1.2 collect evidence; and</p> <p>20.1.3 summon witnesses.</p> <p>20.2 There are no explicit provisions on the authority to determine the admissibility, relevance, weight of evidence, or the manner to examine witnesses and experts.</p>	<p>20.3 In addition to the contents mentioned in this comparison table, the Tribunal has the following authority to:</p> <p>20.3.1 determining the admissibility, relevance, weight of evidence or the manner to examine witnesses;</p> <p>20.3.2 determining the admissibility, relevance, weight of evidence or the manner to examine the expert; and</p> <p>20.3.3 The Tribunal has additional rights that are specifically listed in Article 27 of the SIAC Rules.</p>

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21. Hearings	
<p>21.1 The time and place of the hearing will be decided by the Tribunal.</p> <p>21.2 The VIAC will send a summon to attend the hearing within a period of time no less than 15 days before the date of such hearing, unless otherwise agreed by the parties.</p>	<p>21.3 The tribunal will hold a preliminary meeting with the parties to discuss appropriate and effective procedures for the dispute.</p> <p>21.4 The tribunal will hold a meeting to resolve the dispute at the discretion of the tribunal or at the request of a party, unless:</p> <p>21.4.1 the parties have agreed on a documents-only arbitration; or</p> <p>21.4.2 otherwise provided in this SIAC Rules.</p>
22. End of proceedings	
<p>22.1 The arbitration proceedings end at the end of the final hearing as declared by the Tribunal.</p>	<p>22.2 The arbitration proceedings end when the Tribunal declares so.</p>
23. Award of the Tribunal	
<p>23.1 The award of the Tribunal is made on the principle of majority, if a majority is not reached, the award is decided by the Chairman of the Tribunal.</p> <p>23.2 The award of the Tribunal is made within 30 days since the end-date of the last meeting and must be sent to VIAC immediately after making.</p>	<p>23.3 Before the award is made, the Tribunal can reopen the proceedings.</p> <p>23.4 The Tribunal sends the draft award to SIAC no later than 45 days after the date the tribunal declares the termination of the proceedings. SIAC may propose to amend the form of the award and may also draw attention to the Tribunal on some merit points that do not affect the Tribunal's freedom to decide the dispute. The Tribunal will not issue any award until SIAC accepted the form of award.</p>