

**Procedures of the Thailand Arbitration Center  
on the Administration of Arbitration under the 2010 UNCITRAL Arbitration Rules  
2017**

Mindful of the procedural flexibility under the UNCITRAL Arbitration Rules and the advantages of an administered arbitration; the Thailand Arbitration Center has therefore prepared these Procedures for the administration of arbitration under the 2010 UNCITRAL Arbitration Rules, including where applicable paragraph 4 added in 2013.

**Article 1 – Scope of application and interpretation**

- 1.1 These Procedures for the administration of arbitration under the 2010 UNCITRAL Arbitration Rules (the “Procedures”) shall apply where the Thailand Arbitration Center is designated to administer the arbitration under an agreement to arbitrate, whether before or after the dispute has arisen.
- 1.2 These Procedures shall be referred to as the “Procedures of the Thailand Arbitration Center on the Administration of Arbitration under the 2010 UNCITRAL Arbitration Rules 2017”.
- 1.3 These Procedures shall come into force on 1 November 2017.
- 1.4 In these Procedures:
- “Registrar” means the Managing Director of the Thailand Arbitration Center or any person as designated by the Managing Director;
- “Rules” means the 2010 UNCITRAL Arbitration Rules; and
- “THAC” means the Thailand Arbitration Center.
- 1.5 An arbitration under these Procedures shall be administered according to the Rules along with any modifications as included herein.
- 1.6 The registration fee and costs of the arbitration applicable pursuant to Article 1.1 shall be determined in accordance with the Schedule of Fees in force at the time the notice of arbitration is submitted.

**Article 2 – Notice of arbitration**

The notice of arbitration to be communicated to the other party or parties pursuant to Article 3 of the Rules shall also be sent to the Registrar.

**Article 3 – Response to the notice of arbitration**

The response to the notice of arbitration to be communicated to the Claimant pursuant to Article 4 of the Rules shall also be sent to the Registrar.

#### **Article 4 – Representation and assistance**

4.1 The names and addresses of any person representing or assisting any party to be communicated to all parties and to the arbitral tribunal pursuant to Article 5 of the Rules shall also be sent to the Registrar.

4.2 The Registrar or the arbitral tribunal may require proof of authority given to the representative in a form as determined by the Registrar or the arbitral tribunal.

#### **Article 5 – Communications**

Any statement, document, notice, decision, order, award and communication, including any amendments thereto, exchanged between the parties and the arbitral tribunal shall also be sent to the Registrar simultaneously or promptly thereafter.

#### **Article 6 – Disclosures**

The persons appointed as arbitrator shall submit to the THAC a signed statement of impartiality and independence which the Registrar shall send a copy of to the parties and the other arbitrators.

#### **Article 7 – Appointment of arbitrators**

Where the parties have not agreed otherwise, the request for administration under the Procedures shall be considered as an agreement for the THAC to act as the appointing authority in accordance with the Procedures of the Thailand Arbitration Center on the Appointment of Arbitrators 2017.

#### **Article 8 – Place of hearing**

All hearings shall be held at the premises of the THAC unless the parties agree or the arbitral tribunal directs that a hearing be held at another location.

#### **Article 9 – Costs of the arbitration**

9.1 In lieu of Articles 41 and 43 of the Rules, Articles 9 and 10 of these Procedures shall apply.

9.2 The costs of arbitration pursuant to Article 40 of the Rules shall include the administrative fees and expenses of the THAC. The fees and expenses of the THAC shall be determined in accordance with the Schedule of Administrative Fees and Expenses in force at the time the notice of arbitration was communicated under Article 2 of these Procedures.

9.3 The fees of the arbitral tribunal shall be determined in accordance with the Schedule of Fees for Arbitrators in force at the time the notice of arbitration was communicated under Article 2 of these Procedures.

9.4 The expenses of the arbitral tribunal include reasonable out-of-pocket expenses incurred for the purposes of the arbitration which will be reimbursed at cost.

9.5 The arbitral tribunal shall include in the final award the costs of the arbitration as finally determined by the Registrar in accordance with the Schedule of Fees in force at the time the notice of arbitration was communicated under Article 2 of these Procedures.

9.6 Where the arbitration is terminated before a final award has been made, the Registrar shall determine the costs of the arbitration taking into account the arbitral proceedings completed, the work undertaken by the arbitral tribunal and any other relevant circumstances.

9.7 The parties shall be jointly and severally liable for the costs of the arbitration.

#### **Article 10 – Advance on costs**

10.1 The Registrar shall collect and require from each party half of the advance on costs soon after the notice of arbitration is communicated under Article 2 of these Procedures. The Registrar may fix separate advances on costs corresponding to the claim made by each party.

10.2 The Registrar may request the parties for further deposits during the course of the arbitral proceedings.

10.3 If any party fails to make the deposit required within 30 days of having received the request for making the deposit, the Registrar shall give the other party an opportunity to make that payment by a specified deadline. Where such payment is not made, the arbitral tribunal after consultation with the Registrar and the parties, may order the suspension or termination of the arbitral proceedings.

10.4 The Registrar shall apply the deposits during or after the final award has been made to cover the costs of the arbitration.

10.5 Where the final award has been made or where the arbitration was terminated before a final award has been made, the Registrar shall provide an account to the parties of the deposits made and shall return the unexpended balance to the parties in proportion to which the deposits were made.

10.6 Any interest accruing from the deposits held shall be retained by the THAC.

#### **Article 11 – Decisions by the THAC**

All decisions by the THAC and its Registrar under these Procedures are final.

#### **Article 12 – Exclusion of liability**

None of the THAC Arbitrator Committee, Appointment Panel nor any committee or sub-committee or other body, nor the THAC Managing Director, the Registrar, officers,

employees, staff members, agents or any other person authorized by the THAC, the arbitral tribunal, any expert or secretary to the arbitral tribunal shall be liable to any person for any act or omission in the performance of his or her duties in connection with the arbitration administered under the Procedures unless such act or omission constitutes willful misconduct or gross negligence.