
**Asia Pacific International Arbitration Chamber Indonesia
Board**

Arbitration Rules

Effective from 22 April 2024

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Chapter I: Introduction

Article 1: Scope and Interpretation

1. The Asia Pacific International Arbitration Chamber Indonesia Board (hereinafter referred to as “the Board”) is established in Jakarta and operates under the guidance of the Asia Pacific International Arbitration Chamber. The Board does not resolve disputes, but has the authority to manage the arbitral tribunal’s resolution of disputes in accordance with the “Asia Pacific International Arbitration Chamber Indonesia Board Arbitration Rules” (hereinafter referred to as “the Rules”). The President of the Board (hereinafter referred to as “the President”) has the right to make any decisions on behalf of the Board, and the work of the Board is assisted by the Secretariat of the Board (hereinafter referred to as "the Secretariat").
2. Whenever both parties agree in writing to submit their dispute to the Board or to arbitrate under the Rules, the Board shall accept the arbitration application and manage the case in accordance with the Rules, unless otherwise agreed by the parties.
3. The Rules come into effect on 22 April 2024, and unless otherwise agreed by the parties, it is presumed that the Rules apply to all arbitration cases initiated on or after the date the Rules come into

effect.

4. The parties have the right to modify the application of the Rules in writing, but they must not violate the mandatory provisions or public policies of the laws of the Republic of Indonesia.

5. In the Rules:

- (a) "Arbitral Tribunal" includes one or more arbitrators appointed;
- (b) "Claimant" includes one or more claimants; "Respondent" includes one or more respondents;
- (c) "Parties" refers to the claimant(s) and respondent(s);
- (d) "Request for Arbitration" refers to the arbitration application submitted by the claimant;
- (e) "Revocation and Deletion of Arbitration" refers to the claimant's request to stop the arbitration process;
- (f) "Award" refers to any decision made by the Arbitral Tribunal, whether it is a provisional or final award;
- (g) "Arbitration Secretary" refers to the secretary appointed by the Board to assist in the arbitration process;
- (h) "Day" refers to calendar day.

Article 2: Submission, Written Notice, and Deadline

1. All written statements or other communications and attached materials submitted by any party should be registered and filed with the Secretariat, and enough copies should be provided so that the Secretariat can deliver copies to all parties and arbitrators. All notifications or communications between the Arbitral Tribunal and the parties should be delivered through the Secretariat.

2. All notifications or communications under these "Rules" must be delivered to the address designated by the parties themselves or by other parties, or to their agents. If no address is specified or the party's address cannot be determined after reasonable effort, all notifications or communications should be sent to any last known address, fax number, or email of the party. If the party resides abroad and the specific address is unknown, all notifications or communications can be sent to the representative office of the Republic of Indonesia in the last known country of the party.

3. All notifications or communications under the Rules can be delivered by registered letter, registered mail, express courier, fax, email, or any other electronic means that can provide a delivery record. If delivered by registered letter, registered mail, or express courier, the day the recipient receives all notifications or communications is considered

the date of delivery; if the date of receipt cannot be determined, the day after all notifications or communications are handed over is considered the date of delivery. If delivered by fax, email, or any other electronic means that can provide a delivery record, all notifications or communications are considered delivered when they reach the designated address.

4. Any time period under the Rules should be calculated from the day the notification or communication is delivered. If the due date of any notification or communication falls on a statutory holiday in the Republic of Indonesia, the deadline will expire on the next working day after the statutory holiday.
5. The arbitration process should be completed within one hundred and eighty days from the date of formation of the arbitration tribunal. In case of agreement between the parties or in case of particularly complex matters, the arbitration tribunal has the right to extend the period of proceedings.

Article 3: Representative of Parties

1. The parties may appoint one or more representatives, and provide the

arbitration tribunal with information such as the representatives' names, addresses, positions, as well as provide sufficient copies of the authorization proof.

2. When the dispute is to be resolved under the laws of the Republic of Indonesia, if one party appoints foreign consultants or foreign legal advisors, such foreign consultants or legal advisors can only attend the arbitration proceedings in the company of an Indonesian representative.

Article 4: Principle of Good Faith

The parties should adhere to the principles of good faith, cooperation, and honesty, and should not take any unnecessary actions to delay or obstruct the arbitration proceedings.

Chapter II: Commencement of Arbitration Proceedings

Article 5: Arbitration Application/Request

1. When the applicant applies for arbitration under these rules, they should submit a sufficient number of copies of the arbitration application and its duplicates to the Secretariat.
2. The arbitration application should include the following contents:

- (a) The names, addresses, telephone numbers, or email addresses of the parties and their representatives;
- (b) A copy of the invoked arbitration clause or arbitration agreement;
- (c) The facts and evidence of the dispute;
- (d) Specific arbitration requests, with clear specific amounts if money is involved;
- (e) Suggestions regarding the arbitration language, place of arbitration, and applicable law for the substantive dispute (if the parties have not previously agreed on this).

3. When submitting the arbitration application, the applicant should pay the registration fee and arbitration fee according to the provisions of Appendix 1 of these Rules.

4. If the arbitration application submitted by the applicant does not meet the above requirements or the registration fee and arbitration fee are not fully paid in accordance with the provisions of Appendix 1 of these Rules, the Secretariat may request the applicant to supplement within an appropriate deadline. If the supplement is not provided within the deadline, it will be considered as a withdrawal of the arbitration application, but this does not affect the applicant's right to reapply for arbitration.

Article 6: Commencement of Arbitration

The arbitration procedure begins when the Secretariat receives the complete arbitration application and the full amount of the registration fee and arbitration fee. The Secretariat should deliver a notice of the commencement of the arbitration procedure to the applicant.

Article 7: Appointment of Arbitration Secretary

After the commencement of the arbitration procedure, the Arbitration Institute should appoint one or two arbitration secretaries to handle procedural matters of the arbitration.

Article 8: Statement of Defense

1. The Secretariat should deliver to the respondent the date of commencement of the arbitration procedure, the arbitration application, and accompanying materials.
2. The respondent should submit a statement of defense within fourteen days from the date of receipt of the arbitration application. Based on the written application of the respondent, the chairman has the right to decide whether to extend or shorten the deadline for defense, but it should not be later than the time of the first hearing.

3. The statement of defense should include the following contents:

(a) The name, address, contact number, or email address of the respondent and its representative;

(b) Response to the facts and evidence of the dispute;

(c) Response to the arbitration request;

(d) Any defense concerning arbitration jurisdiction;

(e) Suggestions about the arbitration language, place of arbitration, and the law applicable to the substantive dispute (if the parties have not previously agreed on this).

Article 9: Counterclaim

1. Any counterclaim made by the respondent should be submitted along with the statement of defense. According to the respondent's request, the chairman has the right to decide whether to agree to extend or shorten the period for the respondent to submit the counterclaim.

2. The counterclaim should include the following contents:

(a) The name, address, contact number, or email address of the party and its representative;

(b) A copy of the invoked arbitration clause or arbitration agreement;

(c) The facts and evidence of the dispute;

(d) Specific arbitration request, if it involves an amount, the specific amount should be clearly stated.

3. When the respondent submits the counterclaim, the registration fee and arbitration fee should be fully paid according to the provisions of Appendix 1 of the Rules.

4. If the arbitration counterclaim application submitted by the respondent does not meet the above requirements or the registration fee and arbitration fee have not been fully paid, the secretariat can ask the respondent to supplement within a suitable period. If it is not supplemented after the deadline, it will be regarded as a withdrawal of the counterclaim application, but it does not affect the respondent's right to reapply for arbitration.

5. After the Secretariat receives the complete arbitration counterclaim and the full registration fee and arbitration fee, it should promptly notify the applicant and the respondent that the arbitration counterclaim has been received and the date of receipt.

Article 10: Defense Against Counterclaim

The applicant should submit a written defense within fourteen days from

the date of receipt of the counterclaim. Based on the applicant's application, the President has the right to decide whether to agree to extend or shorten the defense period for the counterclaim.

Article 11: Consolidation of Arbitration

1. Upon application by a party, after consulting the opinions of all parties, the chairman has the right to merge two or more pending arbitration cases that are in progress when the following conditions are met:
 - (a) All parties agree to merge the arbitrations;
 - (b) All claims in each arbitration case are based on one or more of the same arbitration agreements; or
 - (c) All claims in each arbitration case are not based on the same one or more arbitration agreements, but the parties in each arbitration case are the same and the legal relationships involved in each dispute are the same, and the court considers that the arbitration agreements are related.

2. According to the rules, parties who want to merge two or more arbitration cases should submit sufficient copies of the application for merging arbitrations to the Secretariat.

3. The application for merging arbitrations should include the following information:

The application for merging arbitrations should include the following information:

- (a) The case numbers of the arbitrations;
- (b) The names and contact information of all parties involved in the arbitrations to be merged;
- (c) The application for the merger of the arbitrations;
- (d) Copies of the invoked arbitration agreements;
- (e) Copies of any agreements or other legal documents related to the merger application, or a brief explanation of the related relationships in the absence of any such agreements or legal documents;
- (f) The factual and legal basis for the application for merging the arbitrations;
- (g) The relief or damages sought.

4. If the application for merging arbitrations is approved by the President, it should be considered as all parties jointly commissioning the President to appoint arbitrators. However, this does not affect the parties' rights to apply for the recusal of arbitrators.

5. If the application for merging arbitrations is approved, any additional registration fees and arbitration fees for new arbitration requests or

counter-requests should be fully paid in accordance with Appendix 1 of these rules. If appropriate, the institution has the right to adjust the case registration fees and arbitration fees after the application for merging arbitrations is approved.

6. If the application for merging arbitrations is approved, all arbitration cases should be merged into the arbitration case that was initiated first, unless the parties have agreed otherwise.

Article 12: Invitation to Arbitrate

1. If there is no arbitration agreement between the parties but they agree to submit the dispute to this institution, or if one party invites the other party to resolve the dispute through arbitration via this institution, the Secretariat should promptly deliver the invitation to arbitration and the Rules to the parties.
2. If the other party agrees in writing to the arbitration, it is considered as an arbitration agreement being reached. The institution should then notify the party that initiated the invitation to arbitration to apply for arbitration in accordance with the provisions of the Rules.
3. If the other party does not sign for the arbitration invitation or does not

respond within fourteen days from the date of receiving the arbitration invitation, it is considered that an arbitration agreement has not been reached.

4. If the parties agree to the invitation to arbitration, they can also enter the arbitration procedure directly according to the invitation or notice. If a party does not object to the jurisdiction before the end of the first hearing, it is deemed that the party has agreed to arbitration by the Board.

Chapter III: Composition of the Arbitration Tribunal

Article 13: Qualifications of Arbitrators

1. The list of arbitrators provided by this institution includes experts from different fields in the Republic of Indonesia and different judicial jurisdictions around the world. The Board should regularly review, supplement, or modify the list of arbitrators.
2. The applicant and the respondent should designate an arbitrator from the list provided by this institution within fourteen days from the date of receipt of the notice of the commencement of the arbitration procedure, and this must be approved by the chairman. If the arbitrator designated by the party is of a nationality outside the Republic of

Indonesia, the party should bear the relevant costs of the foreign arbitrator. The President has the right to decide whether to approve the extension or shortening of the period for the parties to designate an arbitrator based on the application of the parties and the specific circumstances of the case. If the party fails to designate within the period, the arbitrator will be appointed by the President.

3. In special circumstances, a party may apply to designate an expert outside the list of arbitrators provided by the Board to serve as an arbitrator, and should attach facts, reasons, and a complete resume of the expert. If the President believes that there is no arbitrator with the required professional qualifications in the list of arbitrators provided by the Board, and the arbitrator applied for by the party meets the conditions for the selection and appointment of arbitrators by the Board, the President has the right to decide whether to approve the party's application. If the President rejects the party's application, the President has the right to designate an arbitrator from the list provided by this institution or an expert who has the required professional qualifications but is not on the list of arbitrators provided by the Board.

4. After the President approves or appoints an arbitrator, the Secretariat

should promptly deliver a notice of the appointment of the arbitrator to the applicant and the respondent.

Article 14: Number of Arbitrators

1. The parties have the right to agree on the number of arbitrators.

2. If the parties have not agreed in advance, the applicant and the respondent should agree on the number of arbitrators within fourteen days from the date of receipt of the notice of the commencement of the arbitration procedure. The President has the right to decide whether to approve the extension or reduction of the period for the parties to select the number of arbitrators based on the application of the parties and the specific circumstances of the case.

3. If the parties fail to agree on the number of arbitrators within the given time or fail to reach an agreement, the chairman has the right to decide that the case will be heard by a single arbitrator. Unless the case is complex, involves a large amount of money, or there are other circumstances, and the chairman believes it is necessary to appoint three arbitrators, he has the right to appoint three arbitrators to form an arbitration tribunal to hear the case.

Article 15: Appointment of Sole Arbitrator

1. If the parties agree to form an arbitration tribunal with a single arbitrator, the parties have the right to designate a candidate arbitrator within fourteen days from the date of receipt of the notice of the commencement of the arbitration procedure. The chairman has the right to decide whether to approve the extension or reduction of the period for the parties to designate a candidate arbitrator based on the parties' application. If the candidate arbitrators designated by both parties are the same, and with the approval of the chairman, this candidate arbitrator should be appointed as the sole arbitrator.
2. If the parties fail to designate a candidate arbitrator within the given time or fail to reach an agreement on the designated candidate arbitrator, the chairman has the right to appoint an arbitrator from the list of arbitrators provided by the institution to serve as the sole arbitrator.

Article 16: Appointment of Three Arbitrators

1. If the arbitration tribunal is composed of three arbitrators, the parties have the right to individually designate a candidate arbitrator within fourteen days from the date of receipt of the notice of the commencement of the arbitration procedure. The third arbitrator is

appointed by the chairman. The chairman has the right to decide whether to approve the extension or reduction of the period for the parties to designate a candidate arbitrator based on the parties' application.

2. If the parties fail to designate an arbitrator within the given time, the chairman has the right to appoint an arbitrator on behalf of the parties.

Article 17: Proposal of Arbitrators by Multiple Parties

1. If the number of parties exceeds two and the arbitration tribunal is composed of a single arbitrator, the candidate arbitrator should be designated in accordance with Article 15 of the Rules.
2. If the number of parties exceeds two and the arbitration tribunal is composed of three arbitrators, regardless of whether the multiple parties are applicants or respondents, they should jointly appoint one arbitrator in accordance with Article 16 of the Rules.

Article 18: Disclosure by Arbitrators

1. Upon receiving the notice of being appointed as an arbitrator, the arbitrator should sign a declaration promising to arbitrate independently and impartially.

2. From the day the arbitrator receives the notice of their appointment and throughout the entire arbitration process, the arbitrator should promptly disclose to the parties, other members of the arbitration tribunal, and the court any circumstances that might justifiably give rise to doubts about their impartiality and independence.

Article 19: Challenge/Recusal of an Arbitrator

1. If there are circumstances that might justifiably give rise to doubts about an arbitrator's impartiality or independence, that arbitrator can be asked to recuse themselves by either the parties or the Board.
2. A party can only request the recusal of the arbitrator they appointed based on reasons that became known to them after the appointment of the arbitrator.

Article 20: Application for the Challenge/Recusal of an Arbitrator

1. If a party requests the recusal of an arbitrator, they should submit an application for the arbitrator's recusal to the Secretariat within fourteen days from the day they receive the notice of the arbitrator's appointment, or within fourteen days from the day they become aware of the circumstances constituting the grounds for recusal. The reasons

for the recusal should be explained in the application.

2. The Secretariat should deliver the application for the arbitrator's recusal to all parties, the arbitrator who is requested to recuse, and the other members of the arbitration tribunal.
3. A party should submit a written statement of opinion to the Secretariat within fourteen days from the day they receive the application for the arbitrator's recusal. If a party does not submit within the deadline, it does not affect the progress of the arbitration procedure.
4. The arbitrator who is requested to recuse can resign after receiving the application for recusal, but this does not imply that the reasons for recusal presented by the party are valid.
5. If a party submits a written disagreement to the recusal application to the Secretariat within fourteen days from the day they receive the application, or if the arbitrator who is requested to recuse does not step down, the President has the right to make a decision on the application for the arbitrator's recusal.

Article 21: Replacement of an Arbitrator

1. During the arbitration process, if an arbitrator is inactive, deceased, unable to fulfill his or her duties due to legal or factual reasons, or if there is a need to replace the arbitrator for other reasons, a substitute arbitrator should be appointed according to the procedure of the replaced arbitrator. If one party does not exercise its right to appoint during the process of designating the arbitrator to be replaced, it does not affect the progress of the arbitration procedure.

2. At the request of one party and considering the specific circumstances of the case, the chairperson has the right to decide on the following matters after fully ensuring the right of the parties to state their opinions:
 - (a) Directly appoint a substitute arbitrator; or
 - (b) After the end of the trial, authorize the other members of the arbitration tribunal to continue the arbitration and make decisions or rulings.

Article 22: Arbitration Procedure after the Replacement of Arbitrators

1. If the sole arbitrator or the presiding arbitrator is replaced, the previous arbitration proceedings should be restarted, unless the parties have agreed otherwise.

2. If an arbitrator other than the sole arbitrator or the presiding arbitrator is replaced, the arbitration proceedings should continue unless there are special circumstances.

Chapter IV: Arbitration Procedure

Article 23: General Stipulations

1. After soliciting the opinions of the parties, the arbitration tribunal should resolve disputes in a fair, impartial, swift, and economical manner when exercising its discretionary power. It should not exceed the trial period.
2. All arbitration proceedings or any matters related to the arbitration proceedings, including the arbitration application, defense, counterclaim, any arbitration notice or communication, hearing records, witness testimonies, arbitration decisions, etc., should be kept confidential among the parties, the arbitrators, and the Board, unless otherwise stipulated by law or agreed by the parties.
3. In compliance with the law and the Rules, the arbitration tribunal can conduct arbitration in a manner it deems appropriate, but it must treat all parties equally, and give each party a reasonable opportunity to

present their case at an appropriate stage of the arbitration proceedings.

Article 24: Place of Arbitration

1. If the parties have not agreed on the place of arbitration in advance, the arbitration tribunal has the right to determine the place of arbitration based on the specific circumstances of the case. The arbitration award should be deemed as made at the place of arbitration.
2. Unless the parties have agreed otherwise, the arbitration tribunal may also hold meetings at any location it deems appropriate for any other purpose, including hearings, deliberations, etc.

Article 25: Language

1. All arbitration proceedings must be conducted in Indonesian. However, with the consent of the arbitrators, the parties may agree to use another appropriate language.
2. The arbitration tribunal has the authority to order that any documents or evidence submitted not in the agreed arbitration language should be accompanied by a translation in the arbitration language.

3. If the arbitration tribunal or the parties require the assistance of a translator, the translator can be provided by the court or the parties. If the arbitration tribunal needs the assistance of a translator, the cost of the translator should be borne by the parties in proportion to the extent to which the arbitration request is supported. If a party requires the assistance of a translator, the cost of the translator should be borne by the party requesting the translation.

4. The arbitration award should be made in Indonesian. Parties may apply for the arbitration award to be translated into English or another language, and the cost of translation should be borne by the party requesting the translation.

Article 26: Applicable Law

1. The arbitration tribunal should adjudicate disputes according to the law agreed upon by the parties. If the parties have not made such an agreement, the arbitration tribunal should apply the law it deems most appropriate.

2. For all arbitration cases, the arbitration tribunal should make a decision in accordance with the terms of the contract/agreement that has been established and should consider any commercial customs

related to the transaction.

3. The arbitration tribunal can only act as an amicable mediator or make a decision based on principles of fairness and reasonableness if explicitly authorized to do so by all parties involved.

Article 27: Jurisdiction

1. The arbitration tribunal has the right to decide its own jurisdiction, including any objections related to the existence or validity of the arbitration agreement. For this purpose, an arbitration clause, which forms part of the contract, should be considered as an agreement independent of the other terms in the contract. A decision by the arbitration tribunal that the contract is invalid should not automatically invalidate the arbitration clause.
2. The respondent should raise any objections to the jurisdiction of the arbitration tribunal over the arbitration request within fourteen days from the date of receiving the notice of the commencement of the arbitration proceedings. The claimant should raise any objections to the jurisdiction of the arbitration tribunal over the counterclaim within fourteen days from the date of receiving the notice of the counterclaim. The appointment of an arbitrator by a party does not preclude that

party from raising objections to the jurisdiction of the arbitration tribunal. Any objections that the arbitration tribunal is exceeding its jurisdiction should be raised within fourteen days from the date when the situation occurs. The chairperson or the arbitration tribunal has the right to decide whether to approve an application from a party to extend or shorten the time limit for raising objections to the jurisdiction of the arbitration tribunal.

3. On the issue of jurisdiction, the court or the arbitration tribunal can make a decision as a preliminary issue, or it can make a decision in the substantive award. If the arbitration tribunal makes a preliminary ruling that it has jurisdiction, the arbitration tribunal has the right to continue the arbitration proceedings and make an arbitration award even if the court's review of the objection to the arbitration tribunal's jurisdiction is pending.

Article 28: Arbitration Procedure

1. The arbitration proceedings must be conducted in writing, but hearings can be held if the parties agree otherwise or if the arbitration tribunal deems it necessary.
2. If the respondent does not submit a written response within fourteen

days from the date of receiving the notice of commencement of the arbitration proceedings, the arbitration tribunal should order the respondent to attend a hearing. The Secretariat should deliver the order for a hearing to the parties fourteen days before the hearing.

3. At any time during the arbitration proceedings, the arbitration tribunal has the right to request the parties to present documents, evidence, or other evidence within a specified period.
4. The arbitration tribunal has the authority to determine the admissibility, relevance, materiality, and importance of any evidence presented.

Article 29: Evidence

1. The parties shall bear the burden of proof for the facts on which their arbitration requests or defense statements are based.
2. Parties have the right to request the arbitration tribunal for witnesses or expert witnesses to testify on any factual or professional issues. Unless otherwise decided by the arbitration tribunal, statements of witnesses or expert witnesses should be signed by themselves and submitted in written form to the Secretariat. The Secretariat shall deliver the written

statements of the witnesses or expert witnesses to the parties and the arbitration tribunal. The arbitration tribunal has the right to order witnesses or expert witnesses to swear before testifying.

3. At any time during the arbitration proceedings, the arbitration tribunal has the right to request the parties to present documents, evidence, or other proofs within a specified period.

4. The arbitration tribunal has the right to make decisions on the admissibility, relevance, materiality, and importance of any presented evidence.

Article 30: Default in Appearance

1. If the claimant, without justifiable reasons, fails to attend the hearing after receiving the notice of the hearing, the arbitration tribunal should declare the arbitration request invalid and its mandate completed.

2. If the respondent, without justifiable reasons, fails to attend the hearing after receiving the notice, the arbitrator should notify the respondent again to attend the hearing. The Secretariat should deliver the order for the second hearing to the parties ten days before the second hearing. If the respondent, without justifiable reasons, fails to

attend the second hearing after receiving the notice, the arbitration tribunal should continue the hearing in the absence of the respondent. Unless the claimant's arbitration application/request lacks legal basis or violates mandatory legal provisions, it should be fully supported.

Article 31: Interim Measures

1. Upon the request of the parties, the arbitration tribunal has the authority to decide whether to order the parties to take any provisional measures at any time before issuing a final award.

2. Interim measures, including but not limited to:
 - (a) Maintain or restore the status quo pending resolution of the dispute;
 - (b) Take action to prevent or refrain from taking action that may cause: (i) current or imminent harm, or (ii) obstruction to the arbitration process itself;
 - (c) Provide a means of asset preservation for the later enforcement of the arbitration award;
 - (d) Preserve substantial evidence that may be relevant to the resolution of the dispute.

3. When a party requests temporary measures under items (a) to (c) of Article 31(2), it should convince the arbitration tribunal that:

(a) If such measures are not ordered, the harm that could be caused may not be fully compensated by a damage compensation judgment, and this harm significantly exceeds the harm that could be caused to the party targeted by such measures if they are permitted;

(b) The party requesting has a reasonable possibility of success on the merits of the arbitration request. Any assessment of this possibility should not affect the discretion of the arbitration tribunal in making any future decisions.

4. For temporary measures requested under Article 31(2)(d), the requirements of Article 31(3)(a) and (b) should only apply to the extent that the arbitration tribunal considers appropriate.

5. Upon the request of a party, the arbitration tribunal has the authority to modify, suspend, or terminate any temporary measures, or in special circumstances, the tribunal may, after prior notification to the parties, initiate the modification, suspension, or termination of any temporary measures on its own.

6. When a party requests Interim measures, the arbitration tribunal may require it to provide appropriate security for these measures.

7. If there are any significant changes in the circumstances on which the request or grant of temporary measures is based, the arbitration tribunal has the right to require the parties to promptly disclose these changes.
8. If the arbitration tribunal determines afterwards that the temporary measures should not have been granted under the circumstances at the time, the party who requested the temporary measures may be liable for any costs and losses caused to any party by these measures. The tribunal has the authority to make a decision on these costs and losses at any time during the proceedings.
9. A request for temporary measures made by any party to a court should not be regarded as inconsistent with or a waiver of the arbitration agreement. Any such application and any measures taken by the court should be notified to the arbitration tribunal without delay.

Article 32: Amendments of Arbitration Application/Request

1. During the course of the arbitration proceedings, a party may change or supplement its arbitration request, defense, or counterclaim, but no later than the time of the first hearing, unless the arbitration tribunal considers that the proposed change or supplement is too late or would

cause harm to other parties, or considers that, in view of any other circumstances, such a change or supplement should not be allowed.

2. Changes or supplements to the arbitration request or defense, including changes or supplements to the counterclaim, must not exceed the jurisdiction of the arbitration tribunal once they are modified or supplemented.
3. If a party changes its arbitration request, defense, or counterclaim, the court, as appropriate, has the right to adjust the case registration fee, administration fee, and arbitration tribunal remuneration.
4. In addition to the arbitration application, defense, and counterclaim, the arbitration tribunal can order both parties to provide further evidence or written statements, and should determine the deadline for submitting such written statements.

Article 33: Revocation and Deletion of Arbitration

1. As long as the arbitration tribunal has not made a decision, the applicant has the right to submit a written request to the arbitration tribunal to withdraw the arbitration application. If the respondent has submitted a defense, the applicant should seek the respondent's

agreement before the arbitration application can be withdrawn.

2. If the parties agree to withdraw the arbitration application after the start of the arbitration procedure, the withdrawal of arbitration should be announced by the arbitration tribunal through a notice of withdrawal of arbitration.

Article 34: Conclusion of Hearing

1. The arbitration tribunal has the right to decide whether to conclude the hearing after inquiring whether the parties have any further materials to submit, whether there are other witnesses to be heard, or whether there are any other opinions.
2. The arbitration tribunal, if it deems necessary due to special circumstances, has the right to decide or decide upon the application of one party to hold another hearing at any time before making a decision.

Article 35: Waiver of Objection Right

If any party fails to promptly object to any situation that does not comply with the provisions of the Rules or the agreement in the arbitration agreement, it should be deemed that the party has waived the right to

raise such an objection, unless the party can prove that there was a valid reason for not raising an objection under the circumstances at the time.

Chapter V: Awards and Decisions

Article 36: Procedural Rulings

1. The arbitration tribunal has the right to decide on any procedural matters in accordance with the Rules and to make the rulings it deems appropriate, which are binding on the parties.
2. The arbitration secretary shall record the process of the arbitration tribunal's decision on the procedure or making a ruling. The record, once signed by the arbitration tribunal, constitutes the conclusive document of the arbitration procedure.
3. If a party requests to record the arbitration proceedings or any part thereof, upon approval by the arbitration tribunal, the party may hire an independent recorder or secretary to provide services. The recorder or secretary should submit all records to the secretariat, which will then deliver them to the parties and the arbitration tribunal. The costs incurred by this shall be borne by the party requesting the record.
4. If a party fails or refuses to comply with any ruling made by the

arbitration tribunal, or engages in other conduct that obstructs the arbitration proceedings, the arbitration tribunal has the right to impose sanctions on that party.

Article 37: Settlement, Mediation

1. The arbitration tribunal should strive to encourage the parties to reconcile on their own or, with the consent of the parties, act as a mediator to facilitate the parties in reaching a mediation solution.
2. If the parties can reach a settlement or mediation solution, the arbitration tribunal can issue a mediation statement based on this settlement or mediation solution. This mediation statement has the same legal effect as the award and is binding on the parties, and it can be enforced in the same way as the award.
3. If the parties cannot reach a settlement or mediation, the arbitration tribunal will continue the arbitration proceedings according to these rules.

Article 38: Deadline for Award

The arbitration tribunal should make a final award within thirty days from the date of the conclusion of the hearing, unless the arbitration tribunal

deems it necessary to extend the deadline for the award.

Article 39: Content of the Award

1. The arbitration award must include:

(a) A heading to the award containing the words “Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa (for the sake of Justice based on belief in the Almighty God).

(b) The names and addresses of the parties involved in the dispute.

(c) A simple introduction to the issues in dispute.

(d) The positions of the parties.

(e) The names and addresses of the arbitrators.

(f) The arbitrator or arbitration tribunal's considerations and conclusions on the entire dispute.

(g) If there is any disagreement within the arbitration tribunal, the opinions of each arbitrator.

(h) The result of the award and the reasons for it.

(i) The date and place of the arbitration award.

(j) The deadline for enforcing the award.

(k) The signature of the arbitrator or arbitration tribunal.

2. The validity of the arbitration award is not affected if an arbitrator is unable to sign the arbitration award due to illness or death.

Article 40: Method of Making Award or Decision

1. In cases where there is more than one arbitrator, any decision or award of the arbitration tribunal should be made by a majority of the arbitrators. If there is no majority opinion, the arbitration award should be made solely by the presiding arbitrator.
2. In the event of procedural issues where a majority opinion cannot be reached, the presiding arbitrator may make a decision independently. However, the arbitration tribunal has the authority to make any necessary revisions.

Article 41: Form of the Award

All arbitration awards shall be made in writing and shall state the reasons for the decision. The arbitration award is final and binding on all parties involved. The parties shall execute all arbitration awards without delay.

Article 42: Signing of the Award

The arbitration award should be signed by all members of the arbitration tribunal and should indicate the date of the award and the place of arbitration. If there is more than one arbitrator and any of them does not sign, the award should state the reason for the absence of the signature.

Article 43: Conveyance

The Secretariat must deliver the arbitration award to both parties within fourteen days from the date of the issuance of the award.

Article 44: Correction of Errors

The parties may, within fourteen days after receiving the arbitration award, request in writing that the arbitration tribunal correct any computational errors, any typographical or printing errors, or any errors or omissions of a similar nature in the award. If the arbitration tribunal considers the request to be justified, it should make the correction within fourteen days of receiving the request.

Article 45: Registration of the Award

The Secretariat should submit the arbitration award to the regional court for registration within thirty days from the date of the issuance of the award.

Chapter VI: Supplementary Provisions

Article 46: Arbitration Costs

1. The case registration fee and arbitration fee of the Board should be determined in accordance with the provisions of Appendix 1 of the

Rules applicable at the start of the arbitration procedure.

2. If the disputed amount of the arbitration claim or counterclaim cannot be determined, this court should provisionally estimate the arbitration fees. If new circumstances arise, this court has the right to amend the provisional fees.

Article 47: Decisions Made by the Board, President

Any decisions made by the President and the Board regarding any matter of arbitration are final and binding on both parties and the arbitral tribunal. The President and the Board are not required to explain the reasons for their decisions. All parties agree that discussions about the case by the Board and the President are confidential.

Article 48: Disclaimers and Exemptions

The Board, the President, arbitrators, any personnel appointed by the arbitral tribunal, and the staff of the Board, shall not bear any liability for any act or omission in the arbitration under these Rules, unless such limitation of liability is prohibited by applicable law.

Article 49: Third Party Funding

1. If a party receives third-party funding and has entered into a funding

agreement, it should promptly submit the information about the third-party funding to the Secretariat in writing. The Secretariat should promptly deliver it to the other parties and the arbitral tribunal (if already formed).

2. The information on third-party funding should include the following:

- (a) The fact that a funding agreement has been signed;
- (b) The name and contact information of the funding third party.

3. Upon application by a party and with the consent of the arbitral tribunal, or if the arbitral tribunal deems it necessary, the party receiving third-party funding may be required to disclose any circumstances.

4. If there are any changes to the information on third-party funding after the initial disclosure, the party receiving third-party funding should submit the changes in writing to the Secretariat. The Secretariat should promptly deliver it to the other parties and the arbitral tribunal (if already formed).

5. In making a decision on arbitration costs and other related expenses, the arbitral tribunal may consider whether there is a situation of third-party funding and whether the parties have complied with the

provisions of this article.

**Appendix 1: Asia Pacific International Arbitration Chamber
Indonesia Board Registration Fee, Arbitration Fee Charging
Standards**

1. Case registration fee: Rp 5,000,000 (RMB 2,230).

2. Arbitration fees (administrative fees, review fees, and arbitrator fees)

Arbitration fees (administrative fees, review fees, and arbitrator fees) are charged according to a range, as detailed below, but the minimum arbitration fee is Rp 5,000,000:

Claim Value (Rp)	Arbitration fee collection Rate (%)
Less than < 1.000.000.000	10%
Less than < 2.500.000.000	9%
Less than <5.000.000.000	8%
Less than < 7.500.000.000	7%
Less than < 10.000.000.000	6%
Less than < 15.000.000.000	5%
Less than < 25.000.000.000	4%
Less than < 50.000.000.000	3%
Less than < 100.000.000.000	2%
Less than < 250.000.000.000	1.5%
Less than < 500.000.000.000	1%
Less than < 1.000.000.000.000	0.8%
Less than < 2.000.000.000.000	0.6%
Greater than > 2.000.000.000.000	0.6%

3. The aforementioned fees are to be paid after the Court has issued a

settlement letter to the applicant. The Value Added Tax (VAT) will be added to the aforementioned fees at the applicable tax rate.

4. The aforementioned fees do not include the following costs:

(a) Costs for subpoenas, travel and remuneration for witnesses or experts. These costs are borne by the party presenting the witness or expert. If the witness or expert is provided by the arbitration tribunal, the cost will be borne by the party applying, and prepaid to the Court before the witness and/or expert testifies.

(b) Travel, accommodation, and other costs (if any) for arbitrators residing outside the hearing location are borne by the party appointing or selecting the arbitrator. The specific amount is determined by the relevant arbitrator and is paid to the relevant personnel through the Court.

(c) Costs for hearings held at locations not designated by the Court. These costs include the cost of the hearing venue, and necessary transportation and accommodation costs, borne by all parties when requested by the applicant or the arbitration tribunal.

(d) Site inspection costs are calculated by the Court. These costs are borne by the parties and billed to the parties by the Court.

(e) Costs for registering the arbitration decision in the local court.

5. The fees for the arbitrators are determined separately by the President of the Court based on the complexity of the specific case.

6. Refund of arbitration fees:

(a) If the case is dismissed before the hearing begins, the paid arbitration fees will be refunded as follows: If a withdrawal application is made within five days after the receipt of the payment, a full refund will be given; if a withdrawal application is made between six and ninety days after the receipt of the payment, ninety percent will be refunded. If a withdrawal application is made between ninety-one and one hundred eighty days after the receipt of the payment, eighty percent will be refunded. If a withdrawal application is made more than one hundred eighty days after the receipt of the payment, seventy percent will be refunded. If the case dismissal occurs after the notice of the formation of the arbitration tribunal is issued, the paid arbitration fees will not be refunded.

(b) If the arbitration case is returned by the Court for any reason, and the notice of the formation of the arbitration tribunal has not yet been issued, the refund of the paid arbitration fees will be calculated separately.

(c) If during the arbitration process, the arbitration tribunal or sole arbitrator rules that the arbitration tribunal has no jurisdiction to hear and decide the case, the paid arbitration fees will not be refunded.

Appendix 2: Model Arbitration Clauses

Any dispute, controversy, difference or claim arising out of or in connection with this contract, including the existence, validity or termination shall be submitted to arbitration administered by the Asia Pacific International Arbitration Chamber Indonesia Board (“APIAC Indonesia Board”) and finally resolved in accordance with the APIAC Indonesia Board Arbitration Rules in force at the time of submission of the notice of arbitration. The place of arbitration shall be Indonesia, the language to be used in the arbitral proceedings shall be _____ (choosing one from “Indonesian or English”), the number of arbitrators shall be 1, and the applicable law shall be the laws of the Republic of Indonesia. The parties agree that the arbitration tribunal shall decide on procedural matters such as the period for presenting evidence, the period for defense, and the date of the hearing, etc., as stipulated by the arbitration rules, based on the circumstances of the case. The arbitration award is final and binding upon parties.