BADAN
ARBITRASE
NASIONAL
INDONESIA

Arbitration Rules 2025

www.baniarbitration.org

ARBITRATION RULES

BANI ARBITRATION CENTER

2025

Effective Date 01 January 2025

Wahana Graha Lt. 1, 2
Jl. Mampang Prapatan No. 2
Jakarta 12760 Indonesia
Tel: +62 21 794 0542
Faks: +62 21 794 0543
Email: bani-arb@indo.net.id
Website: www.baniarbitration.org

BANI Profile

BANI Institution

The Indonesian National Arbitration Board (BANI) is an arbitration institution established by the Indonesian Chamber of Commerce and Industry (KADIN Indonesia) based on the Decree of the Management Board of the Indonesian Chamber of Commerce and Industry Number: SKEP/152/DPH/1977 dated November 30, 1977. BANI has obtained the status of a Legal Entity based on the Decree of the Minister of Law and Human Rights of the Republic of Indonesia dated December 28, 2018 Number AHU-0016026. AH.01.07.TAHUN 2018. In addition, the name and logo of BANI has also been protected by the registration of the trademark of the Badan Arbitrase Nasional Indonesia at the Directorate General of Intellectual Property of the Ministry of Law and Human Rights of the Republic of Indonesia.

As the oldest arbitration institution in Indonesia, BANI has extensive experience in handling disputes in various trade and industrial sectors, including disputes in the fields of commerce, construction, banking, finance, natural resources, telecommunications, investment, insurance, intellectual property, agency, shipping/maritime, sharia, and others, in national and international scope.

BANI has rules and arbitration procedures in resolving disputes. These rules and procedures continue to be developed from time to time in accordance with developments in arbitration practices and procedures in the country and in the world.

Internationally, BANI is active in the association of the international arbitration community, where BANI is a founding member of the Asia-Pacific Regional Arbitration Group (APRAG). In fact, in the 2016-2019 period, BANI was trusted as the Secretariat of APRAG and the Chairman of BANI at that time, M. Husseyn Umar, S.H., FCBArb., FCIArb. acting as President of APRAG. In addition, BANI is also a founding member of the Regional Arbitral Institute Forum (RAIF). BANI's membership in RAIF was then continued by the Indonesian Arbiter Institute (IArbI).

In order to advance arbitration globally, BANI also cooperates with various arbitration institutions in various countries. These institutions include:

- The Japan Commercial Arbitration Association (JCAA);
- The Netherlands Arbitration Institute (NAI);
- The Korean Commercial Arbitration Board (KCAB);
- Australian Centre for International Commercial Arbitration (ACICA);
- The Philippines Dispute Resolution Centre (PDRCI);
- Hong Kong International Arbitration Centre (HKIAC);
- The Foundation for International Commercial Arbitration and Alternative Dispute Resolution (SICA-FICA);
- The Singapore Institute of Arbitrators (SIArb);

- Arbitration Association Brunei Darussalam (AABD);
- Asian International Arbitration Centre (AIAC);
- The Belgian Centre for Arbitration and Mediation (CEPANI);
- Thai Arbitration Centre (THAC)
- Bangladesh International Arbitration Centre (BIAC)
- China International Economic and Trade Arbitration Commission (CIETAC).

Supervisory Board

- H. Kahardiman (Chairman)
- H. Mohammad Saleh (Member)
- Harianto Sunidja (Member)
- H. Ahmad M. Ramli (Member)

Governing Board

- Anangga W. Roosdiono (Chairman)
- Huala Adolf (Vice Chairman)
- N. Krisnawenda (Secretary General)
- Eko Dwi Prasetiyo (Vice Secretary General)
- Arief Sempurno (Secretary)
- Ade Teti Suryawati (Treasurer)

Board of Advisors

- Chairman of KADIN Indonesia - *Ex officio*
- Hj. Hartini Mochtar Kasran
- Tommy Ilyas

Table of Contents

BANI Profile ii

CHAPTER I
Scope 1

Article 1 Definition 1
Article 2. Arbitration Agreement 2
Article 3. Prevailing Rules 3

CHAPTER II
General Provisions 4

Article 4. Submission, Written Notice, and Deadline .. 4
Article 5. Representation of the Parties 5

CHAPTER III
The Process of Arbitration 6

Article 6. The Request for Arbitration 6
Article 7. Registration of the Dispute 7
Article 8. Response of Respondent 7
Article 9. Arbitration with Many Parties and/or Agreements and the Participation of Third Parties 8

CHAPTER IV
Arbitration Tribunal 9

Article 10. Individuals Eligible to be Arbitrator 9
Article 11. Arbitration Tribunal 10
Article 12. Challenge/Recusal of an Arbitrator 11
Article 13. Replacement of an Arbitrator 12

CHAPTER V
Arbitration Proceedings 14

Article 14. General Stipulations/Proceedings 14
Article 15. Language 15
Article 16. Applicable Law 15
Article 17. Jurisdiction 16
Article 18. Process of Proceedings 16
Article 19. Effort to Seek Amicable Resolution 18
Article 20. Default in Appearance 18
Article 21. Amendments and Subsequent Submissions 18
Article 22. Evidence and Hearings 19
Article 23. Revocation and Deletion of Arbitration 20

CHAPTER VI
The Award 21

Article 24. Final Award 21
Article 25. Other Awards 21
Article 26. Majority 21
Article 27. Procedural Rulings 21
Article 28. Reasoned Award 22
Article 29. Signing of Award 22
Article 30. Conveyance 22
Article 31. Final and Binding Award 22
Article 32. Registration of Award 22
Article 33. Correction of Errors 22
Article 34. The Costs of Arbitration 22
Article 35. Payment of Expenses 23
Article 36. Allocation of Arbitration Costs 23
Article 37. Exclusion of Liability 23
Article 38. Exemption to Act As Witness or Expert at BANI Arbitration 23
Article 39. Decisions of the Board 23

BANI Standard Arbitration Clause 23

Attachment I

EMERGENCY ARBITRATION RULES 25

Attachment II

BANI
ELECTRONIC ARBITRATION RULES
(2022) 29

CHAPTER I Scope And Implementation.....29

CHAPTER II Agreement Of The Parties And Request For Electronic Arbitration 31

CHAPTER III Hearing Rules And Confidentiality Of The Hearing.....31

CHAPTER IV Technical Preparation For The Hearing.....33

CHAPTER V Evidence, Document, Witness, Expert, And Award.....33

CHAPTER VI Other Provisions.....34

Indonesian National Board of Arbitration
BANI Arbitration Center

Arbitration Rules (2025)[1]

CHAPTER I
Scope

Article 1 Definition

1. **Indonesian National Board of Arbitration**
   a. "BANI" shall be Badan Arbitrase Nasional Indonesia (Indonesian National Board of Arbitration or BANI Arbitration Centre) is an arbitration institution based in Jakarta and in a number of regions in Indonesia (Regional BANI);
   b. BANI is an independent institution administering the process of the settlement of national and international trade disputes by the arbitration tribunal, based on the BANI Arbitration Rules;
   c. In administering the process of the dispute settlement, BANI is supported by the Secretariat under the auspices of the Board of BANI. The Secretariat is responsible for all administrative processes, including but not limited to the registration of arbitration;
   d. Chairman of BANI shall have the authority to take any administrative decisions on behalf of BANI in relation to the process of arbitration, in accordance with the BANI Arbitration Rules. In case the request of arbitration is submitted to the Regional BANI, the chairman of the Regional BANI shall have the authority similar with the chairman of BANI in relation to the administration of arbitration process in its respective region.
   e. The Chairman of BANI shall have the authority to act as an Appointing Authority to appoint the chairman of the arbitration tribunal or if the parties or a party submits the appointment of the members of the arbitration tribunal to the chairman of BANI, then the Chairman of BANI shall appoint arbitrator to resolve the dispute. The Chairman of BANI shall also be authorized to act as the appointing authority for the composition of the arbitration tribunal if agreed by the parties in administering the ad hoc arbitration.

---

1 *These Rules are translation of the rules written in the Indonesian language. In the event of different meaning or interpretation between the Indonesian language version and the English version, the Indonesian language version shall prevail.*

2. Terms

Unless specifically stipulated otherwise, the terms below shall have the following definitions:

a. "**Tribunal**" or "**Arbitration Tribunal**" printed in capital or small letters, is the sole arbitrator or the arbitration tribunal consisting of three or more arbitrators.

b. "**Claimant**" shall mean and refer to one or more claimants, or parties submitting the request for arbitration;

c. "**Respondent**" shall mean and shall refer to one or more Respondents or parties to whom the request for arbitration is made.

d. "**Parties**", printed in capital or small letters, shall mean the Claimant and the Respondent;

e. "**Request for Arbitration**" shall mean the request of claim of the Claimant in arbitration;

f. "**Revocation of Request of Arbitration**" is the request of the Claimant to stop the arbitration process.

g. "**Deletion of the Request of Arbitration**" is the stop of the arbitration process by the Board.

h. "**Award**", printed in capital or small letters, shall be final award rendered by the Tribunal or if it is clearly stated that the award is either interim, provisional or partial award;

i. "**Law**" shall mean and refer to Law regarding Arbitration;

j. "**Rules**" shall mean and refer to the stipulations of these BANI Rules prevailing at the time of commencement of the arbitration;

k. "**Secretary of the Tribunal**" shall mean and refer to the secretary designated by BANI to assist in the arbitration proceeding;.

l. "**Document**", printed in capital or small letters, shall include any documents written or printed on paper and any other documents made and/or transmitted electronically or in any other forms of communications;

m. "**Days**" shall mean calendar days.

Article 2. Arbitration Agreement

1. Agreement of the Parties

If the parties to a commercial agreement or not have agreed in writing that their disputes shall be referred to arbitration before BANI or BANI Arbitration Center, or under the Rules of BANI, then such dispute shall be settled under the administration of BANI in accordance with these Rules, subject to such modifications as the parties may agree in writing, so long as such modifications do not contradict with the mandatory law or the policies of BANI.

2. Good Faith

Resolution of dispute through arbitration at BANI shall first of all seek an amicable settlement based on goodwill of the parties and on cooperative and non-confrontational procedures.

Article 3. Prevailing Rules

1. Absolute Competence of BANI

These Rules shall apply to arbitrations administered by BANI. By designating BANI and/or choosing the BANI Rules for resolution of a dispute, the parties to the agreement or dispute shall be deemed to have agreed to waive the process of case examination through the District Court in connection with the agreement or dispute, and shall execute any awards rendered by the Arbitration Tribunal.

2. Absence of Rules

Where these Rules are silent on regulating certain issues of arbitration, such rules shall be determined by the Arbitration Tribunal.

CHAPTER II
General Provisions

Article 4. Submission, Written Notice, and Deadline

1. Submission of written communication and number of copies

All written communication to each party, together with each and every supporting document, must be handed over to the BANI Secretariat to be registered with sufficient copies to enable BANI to give a copy of each communication to each party, to the arbitrators, and for filing at the BANI Secretariat. For this purpose, the parties and/or their representatives shall guarantee that BANI at any time shall have the latest address and telephone number, fax number, e-mail address that are relevant to the communication required. Each communication sent directly by the Tribunal to the parties shall be copied to the Secretariat and each communication sent by the parties to the Tribunal must be copied to the other party and to the Secretariat.

2. Communication with the Tribunal

Once the Arbitration Tribunal has been constituted, no communication shall be made by any party with one or more arbitrators in any way relating to the arbitration except: (i) in the presence and/or with participation of the other party (if verbal); or (ii) with a copy sent simultaneously to the other party or parties, and to the Secretariat (if written).

3. Notice

a. Each notice under these Rules, unless the Tribunal instructs otherwise, shall be made directly, through courier, facsimile or e-mail and shall be considered effective on the date of receipt or if the date of receipt cannot be determined, on the day after the delivery.

b. When the address of the Respondent is not known, the notice may be delivered through the Regency ("*Kelurahan*") where the Respondent's latest domicile is known on the basis of the Claimant's information.

c. When the Respondent is domiciled in foreign countries and his address is not found, the notice may be delivered to the Representative Office of the Republic of Indonesia in the country where the Respondent is lastly known.

4. Time Calculation

Any period of time specified in or fixed under these Rules or under any applicable agreement to arbitrate, shall commence on the day following the date the notice or communication is deemed to be effective, as provided in Article 4 paragraph (3) above. Where the expiration date of any notice or time limit falls upon a Sunday or Indonesian national holiday, such time limit shall expire on the next business day following such Sunday or holiday.

5. Quick Resolution

By referring resolution of dispute to BANI in accordance with these Rules, all parties agree to pursue resolution of such dispute in good faith, endeavoring at all times to effect resolution of such dispute as quickly and efficiently as possible. The parties shall not take any unnecessary delaying action nor other step to impede the smooth and just arbitral process.

6. Proceeding Deadline

The proceeding shall be completed within a period of not longer than 180 (one hundred eighty) days from the date of composition of the Tribunal. In special conditions where the dispute is of a highly complex nature, the Tribunal shall be entitled to extend the deadline upon notice to the parties.

Article 5. Representation of the Parties

1. Representation of the Parties

The Parties may be represented in the arbitration by an individual or individuals chosen by them. In the Request for Arbitration from the Claimant and likewise in the Reply of the Respondent on the Request, each party shall state the name, address, and information as well as the position of each individual representing the party in the arbitration and such designation must be supported by a special power of attorney duly stamped with enough copies as stipulated in Article 4 paragraph (1) above.

2. Foreign Advisor(s)

However, if a party is represented by foreign advisor(s) or foreign legal advisor(s), the foreign advisor(s) or the foreign legal advisor(s) may attend the arbitration proceedings only if they are accompanied by Indonesian advisor(s) or legal advisor(s)

CHAPTER III
The Process of Arbitration

Article 6. The Request for Arbitration

1. **Registration**

   The arbitral process commences with the registration and submission of the Request for Arbitration to the BANI Secretariat by the Claimant.

2. **Contents of the Request for Arbitration**

   The Request for arbitration shall contain:

   a. The names and addresses of the parties;

   b. Information regarding facts of the dispute and the legal basis of arbitration;

   c. The detail of the dispute; and

   d. the claim and/or the requested amount of claim..

3. **Arbitration Agreement or Arbitration Clause**

   The aforesaid request shall be attached with the copies of the agreement containing arbitration clause or arbitration agreement and may also attach all other documents that the Claimant deems relevant.

4. **Designation of Arbitrator**

   a. In the request for arbitration, the Claimant may designate an arbitrator within 14 (fourteen) days since the request for arbitration is filed with BANI Secretariat or hand over the designation to the BANI's Chairman. When within the 14 (fourteen) days time limit the Claiman does not designate an arbitrator, the designation shall be handed over to the BANI's Chairman.

   b. The BANI's Chairman is authorised, at the request of the Claimant, to extend the time limit for the designation of the arbitrator by the Claimant upon the legitimate grounds. The extension of time shall not more than 14 (fourteen) days.

5. **Arbitration Fees/Expenses**

   The request for Arbitration shall be accompanied by the payment of the registration.

Article 7. Registration of the Dispute

1. Review of the Registration

After receiving the request for arbitration, the documents and the required registration fee, the Secretariat shall register the request in the BANI register. The Board of BANI shall review the request for arbitration to determine whether the arbitration agreement or arbitration clause in the contract is adequate to provide competence for BANI to examine the dispute.

2. Appointment of Secretary of the Tribunal

If the Board of BANI determines that BANI has the competence to examine the dispute, one or two secretaries of the tribunal shall be appointed by the Board of BANI to assist the tribunal in the administrative matters of arbitration.

Article 8. Response of Respondent

1. Conveyance of the Request for Arbitration to the Respondent

The Secretariat shall give a copy of the Request for Arbitration and the attached documents to the Respondent, and request the Respondent to submit its written response.

2. Written Response

Within a period of not longer than 14 (fourteen) days after receiving the submission of the request for Arbitration, the Respondent shall be obliged to submit its Reply.

The BANI Chaiman shall be authorised at the request of the Respondent, to extend the time limit of the Reply of the Respondent at the latest at the first arbitration hearing.

3. Conditions

The Respondent shall, in its response, address the matters enumerated under Article 6 paragraph (2) above. The Respondent may also attach to its Statement the documents on which it relies for its defence or shall make reference to any additional documents or other evidence intended to be submitted at a subsequent time.

4. Designation of Arbitrator

a. The Respondent may designate an arbitrator within 14 (fourteen) days since the Respondent receives the request for arbitration from BANI or hand over the designation to the BANI Chairman. If, in the reply, the Respondent does not designate an arbitrator or does not apply for the extension of time for the designation of its arbitrator, then it shall be considered that the designation has absolutely been handed over to the BANI Chairman.

b. The BANI Chairman shall be authorized, at the request of the Respondent, to extend the period for submission of reply and or the designation of an arbitrator by the Respondent with legitimate grounds, on the condition that the extension of period may not exceed 14 (fourteen) days.

5. **Counterclaim**

   a. The Respondent may submit a counterclaim or set-off arising in connection with the dispute or in relation to the Claimant's claim or at the latest at the first hearing. The Tribunal shall have the authority, on application by the Respondent, to allow such counterclaim or set-off to be submitted at a later date if Respondent can establish that such delay is justified.

   b. Separate costs and fees shall be assessed with respect to such counterclaim or set-off in the same manner as for the primary claim, as provided in these Rules and the current schedule of fees as determined by BANI from time to time. Provided such additional fees and costs have been paid by the parties, the counterclaim or set-off will be heard, considered, and decided simultaneously and jointly with the main claim.

   c. Failure of the parties, or either of them, to pay the fees and costs assessed with respect to any counterclaim or set-off will not prevent nor delay continuation of the arbitration proceedings with respect to the main claim, which, provided the fees and costs have been paid with respect to such main claim, shall proceed as though no counterclaim or set-off had been asserted.

6. **Response to Counterclaim**

   In the event that the Respondent has submitted a counterclaim or set-off, the Claimant (being a respondent thereunder) shall be afforded a period of fourteen (14) days, or such other time limit as the Tribunal may deem appropriate, to submit its response to the counterclaim or claim for set-off.

Article 9. Arbitration with Many Parties and/or Agreements and the Participation of Third Parties

1. **The Request of Arbitration by Many Parties**

   Subject to article 11 para. 4., the request for arbitration may be submitted by and/or many parties, as long as the existence of the connection between them are sufficiently proven.

2. **The Request of Arbitration with Many Agreements**

   Disputes arising in relation to more than one agreement may be submitted in a single request for arbitration as long as there is a connection between the agreements and BANI or BANI Rules is chosen as forum for the settlement of disputes by the all agreements

3. **The Participation of Third Party**

   The third parties as the non-parties in the arbitration agreement may participate and join in the process of arbitration if there is an element of interests involved and their involvement are agreed by the parties and approved by the arbitration tribunal.

CHAPTER IV
Arbitration Tribunal

Article 10. Individuals Eligible to be Arbitrator

1. Arbitration Tribunal

a. Except in special situations as referred to in Article 10 paragraph (2) below, only those who are listed in the BANI's list of arbitrators may act as arbitrators based on these Rules and may be chosen by the parties.

b. BANI list of arbitrators shall comprise of arbitrators meeting the requirements, residing in Indonesia and in various jurisdictions in the world, either legal experts or non-legal practitioners and experts such as engineers, architects, and other individuals meeting the requirements. The list of arbitrators from time to time may be reviewed, added or amended by the Board of BANI.

c. The arbitrators chosen by the parties shall be subject to the consideration and approval of the Board of BANI.

2. Unlisted Arbitrator

a. In the event that the nature of the dispute requires an arbitrator possessing special expertise to examine the dispute referred to BANI, a request may be filed with the Chairman of BANI to designate an arbitrator who is not listed in the BANI list of arbitrators on the condition that the arbitrator concerned meets the requirements referred to in paragraphs 1 above and 3 below. Each request must clearly state the reason for the need for such an external arbitrator together with a complete curriculum vitae of the arbitrator being proposed. If the Chairman of BANI considers that there is no arbitrator in the BANI list of arbitrators with the required professional qualification, whilst the arbitrator requested does possess such qualification, is neutral and independent, then the Chairman of BANI may, based on his own consideration, approve the designation of the external arbitrator.

b. If the Chairman of BANI does not approve the designation of the proposed external arbitrator, the Chairman of BANI must recommend, or designate, with his own choice, an alternative arbitrator chosen from the BANI list of arbitrators or an expert meeting the requirements in the required field but is not registered in the BANI list of arbitrators.

3. Foreign Arbitrators

The Board may consider the designation of a foreign arbitrator who is recognized on the condition that the foreign arbitrator meets the qualification requirements and is prepared to comply with these BANI Rules, including the stipulation regarding arbitrator fee, whereby the designating party shall bear the travel, accommodation and other extraordinary expenses related to the designation of the foreign arbitrator.

4. Acceptance of Arbitrators

An arbitrator candidate, within a period of 7 (seven) days from his or her designation, shall submit to BANI a written statement of willingness or unwillingness to act as arbitrator.

Any designated arbitrator shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

5. Statement of Independence

Arbitrators who have been appointed in accordance to BANI Rules to examine the case, shall sign a statement of impartiality and independence as provided by BANI's Board.

Article 11. Arbitration Tribunal

1. Sole Arbitrator

If the Tribunal is to comprise only a sole arbitrator, the Claimant may, in the request for arbitration, propose one or more arbitrators to the Chairman of BANI to act as sole arbitrator. If the Respondent accepts one of the arbitrators nominated by the Claimant, with the approval of the Chairman of BANI, the nominated arbitrator may be designated as sole arbitrator. However, if there is no arbitrator nominated by the Claimant that is acceptable to the Respondent, the Chairman of BANI shall immediately designate an individual who shall act as sole arbitrator, which designation may not be rejected or objection may not be lodged by either party except on demonstrable grounds of lack of independence or impartiality. If the parties do not accept a sole arbitrator, and/or the Chairman of BANI considers that the dispute in question is of a complex nature and/or the scale of the dispute in question or the quantum in dispute is such that a Tribunal comprising three arbitrators is clearly warranted, then the Chairman of BANI shall inform the parties of the matter and a period of 7 (seven) days shall be given to them each to designate an arbitrator chosen by them and if this is not complied with then the stipulations in Article 11 paragraph (3) below shall apply.

2. **Three Arbitrators**

   If the Tribunal is to consist of three arbitrators, each party shall appoint their one arbitrator, the Chairman of BANI will appoint an arbitrator to preside the Arbitration Tribunal.

3. **If the Number is not Fixed**

   If the parties have not agreed regarding the number of arbitrators (such as one or three arbitrators), the Chairman of BANI shall be empowered to rule, based on the nature, complexity, and scale of the dispute in question, whether the case in question requires one or three arbitrators and, in such case, the stipulations in the previous paragraphs of Article 11 shall apply.

4. **Multiple Parties**

   In case there are more than two parties in the dispute, then all of the parties acting as Claimant(s) shall be considered as a single Claimant with regard to designation of arbitrator, and all parties being claimed against shall be considered as a single Respondent for purposes of designation of an arbitrator. In the event that such multiple parties cannot agree upon the designation of an arbitrator within the allotted time frame, the selection of an arbitrator shall be deemed to have been left to the Chairman of BANI, who shall make the selection on their collective behalf. In special situations, if requested by a majority of the parties in dispute, the Chairman of BANI may approve the formation of a Tribunal comprising more than 3 arbitrators.

5. **Designation Failure**

   In any case in which either party fails to designate an arbitrator within the time limit as set out herein, taking into consideration the provision in article 6 (4) and article 8 (4) of this Rules, the Chairman of BANI shall be authorised to make such appointment on behalf of that party.

6. **Authority of Chairman of BANI**

   a. Final decision or approval regarding the composition of the arbitration tribunal shall be in the authority of the Chairman of BANI. In giving such approval, the Chairman of BANI may request additional information in connection with the independence, neutrality and/or criteria of the arbitrators being designated. The Chairman of BANI may also consider the citizenship of the designated arbitrator in connection with the citizenship of the parties by observing the standard requirements prevailing at BANI.

   b. The Chairman of BANI shall give its best effort to ensure that the decision with regards the arbitrator designation is made within a period of not longer than 7 (seven) days from the time the matter is submitted to him.

Article 12. Challenge/Recusal of an Arbitrator

1. **Challenge**

   A challenge of an arbitrator may be made if circumstances exist that give rise to the alleged lack of arbitrator's impartiality or independence. A party wishing to make such challenge shall

notify the Chairman of BANI in writing within 14 (fourteen) days from the time it is advised of the identity of such arbitrator, attaching document establishing the basis for such challenge. Or, if the information which forms the basis of the challenge becomes known to the challenging party thereafter, such challenge must be submitted within 14 (fourteen) days after such information becomes known.

2. Replacement

BANI shall review the document on the challenge and convey the result of the review to the arbitrator being challenged and the parties. If the arbitrator being challenged agrees to resign, or the Chairman of BANI considers the challenge is justified and acceptable, a replacement arbitrator shall be designated in the same manner as in the case of designation of the challenged arbitrator, based on the stipulations in article 11 above.

3. Rejection of the Challenge

If the other party or arbitrator does not agree to the challenge, and the Chairman of BANI also considers that the challenge is groundless, then the arbitrator being challenged shall continue his duties as arbitrator.

4. Recusal of Designating Party

Subject to paragraphs 1, 2 and 3 above, a party may challenge the arbitrator designated by him only for reasons of which such party becomes aware after the appointment has been made.

5. The Postponement of the Arbitration Process due to Recusal

In the event the recusal made after establishment of the arbitration tribunal, the arbitration proceeding shall be postponed.

Article 13. Replacement of an Arbitrator

1. Inability

In the event of the death of an arbitrator or the inability of an arbitrator to perform his duty physically or mentally, a substitute arbitrator shall be appointed pursuant to the procedure stipulated in article 11.

2. Resignation of Arbitrator

The designated arbitrator or the arbitrator having conflict of interests with the case or the parties in dispute shall resign.

Once the Tribunal has been constituted, no arbitrator may resign from his functions, except in the event that he is challenged in accordance with the stipulations of these Rules and regulations.

3. Arbitrator's Default

When an arbitrator is default in his duty de jure and de facto and on the basis of the judgment the Chairman of BANI that the said arbitrator cannot perform his duty, the procedure in relation to the recusal and the replacement of an arbitrator shall be made in accordance to Article 12.

4. Repetition of Proceedings

a. If based on Articles 12, 13 (1), or 13 (2), a sole arbitrator is replaced, the proceedings, including the hearings conducted earlier must be repeated.

b. If the chairman of the arbitration tribunal is replaced, the previous testimony hearing session may be repeated if deemed necessary by the other arbitrators.

c. If an arbitrator is replaced, prior hearings shall be repeated except in extraordinary circumstances, the arbitration tribunal, in its sole discretion, deems it necessary to repeat the hearings.

d. When the repetition of any hearings for above reasons is made, the arbitration tribunal may extend the time for the proceeding as referred to in Article 4 paragraph (6).

e. If the Tribunal has issued an interim or partial award, any hearings related solely to that award shall not be repeated, and the award shall remain in effect.

CHAPTER V
Arbitration Proceedings

Article 14. General Stipulations/Proceedings

1. Amicable Resolution of Disputes

Before examining and making ruling on the dispute and during the proceeding period, the arbitration tribunal may encourage amicable resolution of dispute between the parties. The effort to achieve amicable resolution shall not affect the time limit of the proceeding as referred to in Article 4 paragraph (6).

2. Confidentiality

All proceedings shall be conducted closed to the public, and all matters related to the arbitration process, including documents, reports/minutes of the arbitration proceedings, testimonies of witnesses and awards, shall be treated as confidential among the parties, the arbitrators and BANI, except to the extent required by law or otherwise as may be agreed by all parties.

3. Natural Justice

Subject to these Rules and the applicable law, the Arbitration Tribunal shall conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated equally and that at any stage of the proceedings the parties are given a fair and equal opportunity of presenting its case

4. Place of Arbitration

ArbitratIon shall be conducted at a place determined by BANI and the agreement of the parties but may also be at another place if the Tribunal deems necessary with the agreement of the Parties. The Arbitration Tribunal may request that meetings be held to examine assets, goods, or documents at any time and at the required place, with adequate notice to the parties, to allow them to be able to attend the examination.

Internal meetings and sessions of the Tribunal may be held at any time and place, including over the internet, if the Tribunal deems appropriate.

Article 15. Language

1. **Language of Proceedings**

   If the parties have not agreed otherwise, the arbitration proceedings shall be conducted in the Indonesian language, unless the Arbitration Tribunal, taking into consideration the situation (such as the existence of foreign parties and/or foreign arbitrators who cannot speak the Indonesian language, and/or where the transaction arising from the dispute is conducted in another language), deems it appropriate to use English language or another language.

2. **Language of Document**

   If the original document submitted by the parties is in a language other than the Indonesian language, then the arbitration tribunal may determine whether the original documents be accompanied by certified translation into the Indonesian language, or from the Indonesian language to another language.

   However, if the parties agree, or the arbitration tribunal determines, that the language used in the case shall be a language other than the Indonesian language, then the arbitration tribunal may request that the documents be submitted in the Indonesian language accompanied with translation by a sworn translator in the English language or other language.

3. **Interpreter**

   If the arbitration tribunal and/or any party requires the assistance of an interpreter during the proceeding, such interpreter shall be provided by BANI at the request of the Tribunal, and the fee of the interpreter shall be borne by the parties as determined by the arbitration tribunal.

4. **Language of the Arbitration Award**

   The Award shall be made in the Indonesian language. The award may be translated into English language or another language. The cost accruing for the translation shall be borne by the party requesting the translation.

Article 16. Applicable Law

1. **Governing Law**

   The law governing the substance of the dispute shall be the law that has been chosen in the commercial agreement. In the absence of such choice, the parties as to the governing law, the parties shall be free to choose the governing law based on their mutual agreement. In the absence of any such agreement, the arbitration tribunal shall apply such rules of law as it deems appropriate, taking into account the circumstances of the dispute.

2. **Contract Stipulations, Trade Practice and Usages**

   In applying the governing law, the arbitration tribunal shall take into account the provisions of the underlying agreement as well as relevant trade practices and usage.

3. Ex Aequo et Bono

The Tribunal may assume the powers of an *amiable compositeur* and or to decide *ex aequo et bono* only if the parties have so agreed.

Article 17. Jurisdiction

1. Competenz Competenz

The Tribunal shall have the power to rule on any objection that it does not have jurisdiction, including any objection with respect to the existence or validity of the arbitration agreement.

2. Independent Arbitration Clause

The Arbitration Tribunal shall have the power to determine the existence of or the validity of an agreement in which the arbitration clause constitutes a part. An arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A determination by the arbitration tribunal that a contract is annulled by law shall not automatically annul the validity of the arbitration clause.

3. Denial Deadline

A rebuttal that the Arbitration Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence or, with respect to a counter-clam or set off arising in connection with the dispute, in the response to the counter-claim or set off.

4. Interim Award

The arbitration tribunal shall rule on a plea concerning its jurisdiction in an interim award. However, if it deems appropriate, the arbitration tribunal may proceed with the arbitration and rule on such a contention in their final Award.

5. Emergency Arbitration

A party that needs urgent interim or conservatory measures prior to the constitution of the arbitration tribunal may apply for emergency arbitration pursuant to the Emergency Arbitration Rules as attached in Attachment 1.

Article 18. Process of Proceedings

1. Procedure of Proceedings

After receipt of the submissions, the arbitration tribunal shall determine, on its sole discretion, whether the dispute can be resolved based on the documents alone, or to call the parties to appear at a hearing. For such purpose, the arbitration tribunal may call for an initial procedural hearing, at which the schedule for other submissions, if any, and for hearings, if conducted, as well as other procedural matters shall be discussed with and/or communicated to the parties, either directly or through BANI Secretariat.

2. **Procedural rulings**

   a. The arbitration tribunal shall have full authority to determine the procedure and to make such rulings as it deems appropriate, which rulings shall be binding upon the parties.

   b. If it deems necessary, the arbitration tribunal may draw up Terms of Reference to be agreed upon by the Arbitration Tribunal and the parties.

   c. The Secretary of the arbitration tribunal shall take minutes of the proceedings and procedural rulings of the arbitration tribunal, which minutes, when signed by the arbitration tribunal, shall constitute conclusive document of the proceedings.

3. **Transcript**

   a. Should either of the parties wish to make a record of the proceedings, or any part thereof, upon approval of the Arbitration Tribunal, such party may engage the services of an independent reporter or secretary who shall deliver each transcript to the Tribunal for distribution to all parties.

   b. The costs of any such transcript shall be borne by the party or parties requesting such service. The costs to be paid in advance to BANI for remittance by BANI to the reporter upon receipt of proper invoicing therefor.

4. **Payable Fee**

   The examination of a case and/or session shall not be conducted before all of the arbitration fees, as notified by the Secretariat to the parties based on the extent of the scale of the claim and the BANI's list of expenses, have been settled by one of or both parties.

5. **Interlocutory or Interim Award**

   a. The arbitration tribunal shall have the authority to make interlocutory or provisional awards it may deem appropriate to regulate the manner of the dispute, including decreeing a seizure of collateral, ordering the deposit of goods with third parties, or selling the perishable goods. The Arbitration Tribunal shall be entitled to require security for the costs of any such measures.

   b. The arbitration tribunal's awards on interlocutory award shall be subject to the prevailing laws.

6. **Sanctions**

   The Arbitration Tribunal shall have authority to impose sanctions on any party, which fails or refuses to comply with any ruling made by the Arbitration Tribunal or otherwise engages in conduct which impedes the process of proceedings of the dispute.

Article 19. Effort to Seek Amicable Resolution

1. Amicable Resolution

The Arbitration Tribunal shall first of all endeavor to encourage the parties to reach an amicable settlement either on their own or with assistance of mediator/conciliator, the independent third parties, or with the assistance of the arbitration tribunal acting as mediator or team of mediators if it is agreed upon by the parties.

2. Award on Amicable Agreement

If such an settlement can be reached, the Arbitration Tribunal shall make an arbitration award of such settlement, which award shall have the force of a consent Award and shall be binding upon both parties and enforceable in the same manner as an award of the arbitration tribunal.

3. Failure to Resolve Amicably

If no settlement can be reached, the Arbitration Tribunal shall continue the arbitration process in accordance with these Rules.

Article 20. Default in Appearance

1. Failure of Claimant

In case the Claimant fails and/or does not come to the first session without any legitimate reason, the Arbitration Tribunal may declare the Petition for Arbitration annulled in an Order of the Tribunal.

2. Failure of Respondent

In the event that the Respondent fails to submit its Response and/or its Statement of Defense, the Arbitration Tribunal shall send written notice to the Respondent and allow a further time period of not more than fourteen (14) days in which to submit its Defense and/or appear at a hearing. In the event that the Respondent neither appears at a hearing, if properly called, nor submits its written Defense, the Arbitration Tribunal shall send a second notice to the Respondent to appear or submit its Defense.

If the Respondent fails to respond for the second time without any legitimate reason, the Arbitration Tribunal may decide and make its award based upon the documents and evidence which have been submitted by the Claimant.

Article 21. Amendments and Subsequent Submissions

1. Amendments

Once the submissions, as aforesaid, have been completed and the first hearing has been held, the parties shall not have the right to amend their Claims and/or Responses in any material manner, unless the Arbitration Tribunal and all parties agree to such amendments. No claim may, however, be amended in such a manner that the amended claim falls outside the scope of the agreement to arbitrate.

2. Subsequent Submissions

The Arbitration Tribunal shall decide which further evidences and/or written statements, in addition to the Statement of Claim and the Statement of Defense, shall be required from the parties or may be presented by them and shall fix the periods of time for submitting such statements. The Arbitration Tribunal shall not be required to consider any additional submissions other than those which it has ruled to be appropriate.

Article 22. Evidence and Hearings

1. Burden of Proof

Each of the parties has the burden to explain its respective position, to submit evidence substantiating such position and to prove the facts relied upon it in support of its claim or defense.

2. Summary of Exhibits

The Arbitration Tribunal may, if it considers it appropriate, require the parties either to provide explanation or present any documents, and/or a summary of all documents and other evidence which that party has presented and/or intends to present in support of the facts in issue set out in its Statement of Claim or Statement of Defense, within such time limits as determined by the Arbitration Tribunal.

3. Weight of Evidences

The Arbitration Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

4. Witnesses and/or Experts

a. If the Arbitration Tribunal considers it necessary, and/or at the request of either party, the expert or witnesses as to facts may be summoned. Before any hearing, the Arbitration Tribunal may require any party to give notice of the identity of witnesses, including the expert, whom it intends to produce, the subject matter of the testimony and its relevance to the issues in writing.

b. The Arbitration Tribunal shall determine, on its own motion or upon request of either party, whether oral testimony of any such witness shall be required.

5. Oath

Before giving their testimonies, the witnesses or the expert witnesses shall take an oath.

6. Conclusion of Proceedings

If the submission of exhibits, testimonies and proceedings are considered adequate by the Arbitration Tribunal, the proceedings on the dispute shall be closed by the Chairman of the Arbitration Tribunal who subsequently may designate a session to render the final award.

7. Reopening of Proceedings

The Arbitration Tribunal may, if it considers necessary due to its exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the proceedings before the award is made.

Article 23. Revocation and Deletion of Arbitration

1. Revocation of Arbitration

So long as the Tribunal has not issued an Award, the Claimant shall have the right to revoke its claim upon written notice to the Arbitration Tribunal , the other party and BANI. However if the Respondent has already submitted its Statement of Defense, and/or counterclaim, the claim can only be revoked with the consent of the Respondent. If both parties agree to revoke the arbitration after the proceeding has been started, such revocation shall be carried out through the issuance of a decree by the Arbitration Tribunal.

2. Deletion of Arbitration

The Board is entitled to delete the request for arbitration if the administrative fee, the arbitration cost and the arbitrator's fee have not been paid by the parties or by a party. Such deletion shall be notified to the parties.

3. Refund of Administrative Fee, the Arbitration Cost and the Arbitrators' Fee

The refund of payment of administrative fee, the arbitration cost and the arbitrators' fee is subject to the provisions of article 34 of these Rules.

CHAPTER VI
The Award

Article 24. Final Award

The Arbitration Tribunal shall issue final award within 30 (thirty) days since the conclusion of the hearings, except in such case in which the Arbitration Tribunal considers that the period must be extended adequately.

Article 25. Other Awards

Besides final award, the Arbitration Tribunal shall be entitled to render interim, interlocutory, or partial awards.

Article 26. Majority

1. **Award based on Majority**

   Where the Tribunal consists of three (or more) arbitrators, any award or other awards of the Tribunal shall be made by a majority decision.

2. **Difference of Opinions**

   Any difference of opinion of the arbitrators regarding certain parts of the award shall be stated in the award.

3. **Lack of Majority accord**

   In the event that there is no majority upon the award, or any part thereof, the award shall be made by the Chairman of the Tribunal.

Article 27. Procedural Rulings

For matters of procedure, when there is no majority and when the Tribunal so authorises, the Chairman of the Tribunal may decide on his/her own.

Article 28. Reasoned Award

The award shall be made in writing and shall state the reasons upon which the award is based. Award of the Tribunal shall be based on the legal stipulations or based on justice and propriety.

Article 29. Signing of Award

The award shall be made in writing and shall state the reasons upon The award shall be signed by the arbitrators and it shall contain the date and place in which it is made. If there are three arbitrators and one or two arbitrators fails to sign, the award shall state the reason for the absence of the signature.

Article 30. Conveyance

Within a period of 14 (fourteen) days, the award signed by the arbitrators must be given to each party, together with 2 (two) copies for BANI, and one of the copies shall be registered by BANI with the District Court concerned.

Article 31. Final and Binding Award

The award shall be final and binding on the parties. The parties shall undertake to carry out the Award voluntarily.The Arbitration Tribunal shall fix a time limit for the losing party to comply with the Award.

Article 32. Registration of Award

The confidentiality of the arbitral process shall not mean the prevention of the registration of the Award with the appropriate District Court nor submission to any other court in any jurisdiction in which the successful party may wish to seek enforcement and/or execution of the award thereof.

Article 33. Correction of Errors

1. **Correction by the Parties**

   Within not more than 14 (fourteen) days after receipt of the Award, the parties may submit a request to BANI for the Arbitration Tribunal to correct any administrative errors and/or to make additions or deletions to the Award if a matter claimed has not been dealt with. The administrative errors shall include the errors in typing and/or arithmetical errors.

2. **Correction by the Tribunal**

   The Arbitration Tribunal may correct any administrative errors in the award on its own initiative within 14 (fourteen) days of the date of the award is issued.

Article 34. The Costs of Arbitration

The costs of arbitration shall be fixed in a separate schedule annexed to these Rules. Such schedule may be revised or amended from time to time as deemed necessary by the Board of BANI.

Article 35. Payment of Expenses

1. **The Invoice of the Arbitration Costs**

   BANI shall charge each party half of the estimated costs, and give the parties a certain period of time to pay them. If a party fails to pay its share, the same amount shall be paid by the other party which will then be taken into account in the award with the obligations of the party who failed to pay.

2. **Additional Costs of Arbitration**

   BANI may, at the request of the Arbitration Tribunal increase the required costs, from time to time during the course of arbitration where the Arbitration Tribunal deems that the subject matter being considered or quantum claimed has increased above that which was first prescribed.

Article 36. Allocation of Arbitration Costs

The Arbitration Tribunal shall have authority to determine which party or parties shall be responsible for payment or reimbursement to the other party, for the whole or any part of the costs, which allocation shall be made a part of the Award.

Article 37. Exclusion of Liability

BANI, including the Board, the Secretariat and the arbitrators, shall not be liable to any person in connection with any arbitration governed by these Rules and shall be prevented to make any statements whatsoever in relation to the administration of arbitration under these Rules.

Article 38. Exemption to Act As Witness or Expert at BANI Arbitration

No party shall seek to make BANI, including the Chairman, vice-chairman, the Secretary-General, officers of BANI and its employees as well as its listed arbitrators to act as a witness or expert in any arbitration proceedings governed by these Rules.

Article 39. Decisions of the Board

The decisions of the Board with respect to all matters relating to arbitration shall be binding.

BANI Standard Arbitration Clause

BANI recommend the following standard arbitration clause in the national and international contract:

> *"All disputes arising out of the contract shall be settled by Badan Arbitrase Nasional Indonesia (BANI) under BANI Arbitration Rules whose awards shall be final and binding upon the parties."*

ATTACHMENT I

Attachment I
EMERGENCY ARBITRATION RULES

Article 1
Application for Emergency Arbitration

1). A party who needs an emergency arbitration shall submit its application to the Secretariat of BANI.

2). The application shall be made in sufficient copies;

3). The application shall contain the following:

   a) full name and address of the parties including their email address and telephone number;

   b) full name and address of the representation of the applicant;

   c) the reason for the application of emergency arbitration;

   d) the emergency measures sought;

   e) the reasons as to why the applicant needs urgent interim or conservatory measures which cannot await the constitution of the arbitration tribunal;

   f). the arbitration clause;

   g) proof of the payment for the emergency of arbitration;

   h) Any other information or documents, which the applicant deems relevant for the initiation of emergency arbitration.

4). If the Chairman of BANI agrees with the application for emergency arbitration as requested by the applicant, the Secretariat of BANI shall send a copy of the application including the documents of the application to the responding party. However if the Chairman of BANI rejects the application, the Secretariat of BANI shall send the notice to the parties.

Article 2
The Appointment of Emergency Arbitration and the Delivery of Documents

1. The Chairman of BANI shall appoint an emergency arbitrator within 2 (two) working days since the Secretariat's receipt of the application for emergency arbitration.

2. When an emergency arbitrator has been appointed, the Secretariat shall notify the parties and send the documents to the emergency arbitrator. Thereafter, all communication with the parties shall be submitted to the arbitrator with a copy to the parties and Secretariat.
3. Emergency arbitrator shall be and remain neutral and independent
4. An emergency arbitrator shall sign a statement of acceptance, availability, neutrality and independence.
5. An emergency arbitrator shall not act as an arbitrator for parties' dispute in the arbitration tribunal.

Article 3
Challenge to the Emergency Arbitrator

1. A challenge to the emergency arbitrator shall be submitted within 2 (two) days since the party making the challenge receives the notice of the appointment of emergency arbitrator..
2. The party challenged and the emergency arbitrator shall give its written response to the challenge within 2 (two) days since the receipt of the notice of challenge.
3. The Chairman of BANI shall issue its decision concerning the challenge to the emergency arbitrator within 4 (four) days since the receipt of the written notice from the responding party and the emergency arbitrator as stipulated in paragraph 2.

Article 4
The Place of Emergency Arbitration

1. The place of arbitration is the place determined by BANI or agreed by the parties.
2. The proceeding and the communication with the emergency arbitrators can be conducted through a meeting in person or through other communications including telephone, video conference or other telecommunications.

Article 5
Proceedings

1. The first proceeding shall be conducted at the latest 3 (three) days since the appointment of the emergency arbitrator.
2. The parties shall obey the schedule of proceedings.
3. Emergency arbitrator shall give the same opportunities to the parties in presenting their case.
4. Emergency arbitrator has the right to decide on the objection of a party that he does not have competence in relation to or including the validity of the arbitration agreement.

Article 6
Emergency Arbitrator's Award

1. The emergency arbitrator's award is the written provisional award, duly dated and signed and state the reasons upon which it is based.
2. The length of the emergency arbitrator's proceedinggs is 14 (fourteen) days since the appointment of the emergency arbitrator. The emergency arbitrator may extend the time limit maximum 7 (seven) days if deemed necessary and with legitimate grounds.
3. Emergency arbitrator may issue the award with conditions that the emergency arbitrator thinks fit.

Article 7
Final and Binding Award

1. The emergency arbitrator's award shall be final and binding on the parties and the parties agree to implement the award in due time and immediately.
2. The parties agree to waive the right to file to the court for appeal, review or other measures to the district court in relation to the emergency arbitrator's award.

Article 8
Emergency Arbitrator's Cost

1. The applicant shall pay the emergency arbitration cost which amount shall be based on the list of emergency arbitrator's cost which is separate but part of this emergency arbitration rules. The List may be amended from time to time when deemed necessary by the Board of BANI.
2. The emergency arbitration cost shall be fully paid when the application of the emergency arbitration is made.

Article 9
The Absence of Rules

The Chairman of BANI shall make the rules in relation to the initiation of emergency arbitration, which is not expressly provided for in this attachment.

ATTACHMENT II

Attachment II
BANI
ELECTRONIC ARBITRATION RULES
(2022)

CHAPTER I
Scope And Implementation

Article 1

(1) All electronic information and/or electronic documents in the conduct of the arbitral tribunal electronically (online) are valid legal evidences and are extensions of valid evidences in accordance with applicable laws and regulations.

(2) Implementation of Electronic Arbitration in these Rules and Procedures apply to the hearing process by submitting the request for arbitration and its amendments, responses, reply and joinder, examination of witnesses, affidavits, evidence, conclusions, along with other supporting documents, determinations and pronouncements of award.

(3) The parties may make an agreement or on the decision of the Tribunal stipulating that matters relating to the submission of the request for arbitration and its amendments, answers, reply, joinder, affidavits, evidence, conclusions, along with other supporting documents, the awards and other documents still have to be made in the form of a hard copy and a signature or a verified digital signature if the document requires a signature.

(4) The parties may make an agreement or on the decision of the Tribunal stipulating that the evidence, whether submitted in hard copy or electronically, is verified physically/offline in accordance with BANI Arbitration Rules.

(5) These Rules and Procedures can be implemented based on the reasons of::

   a. disaster emergency;

   b. special circumstances; or

   c. the parties' own choice.

(6) The implementation of the Rules and Procedures based on the reasons as referred to in paragraph (5) must meet the following criteria:

   a. the parties express their intention to conduct arbitration electronically;

b. requested when submitting a request for arbitration, when an arbitration hearing is about to be held, or when an arbitration hearing is in progress; and

c. determined by the BANI Governing Board or the Tribunal in charge of the case.

(7) he disaster emergency situation as referred to in paragraph (5) refers to the provisions of Article 1 of Law Number 24 of 2007 concerning Disaster Management and/or Laws and Regulations which makes it impossible for the normal implementation of the arbitration to be carried out.

(8) Circumstances that include disaster emergencies, both natural and non-natural disasters, including but not limited to epidemics, pandemics, major floods, national emergencies, riots, rebellions, combat readiness, war, sabotage or demonstrations whose existence are declared by the competent authority.

(9) The special situation as referred to in paragraph (5) is a situation where the party wishing to apply for arbitration or one or both parties or one or more arbitrators is outside the region or abroad and has difficulty physically attending the hearing venue where arbitration is carried out.

(10) Special circumstances as referred to in paragraph (8) including but not limited to::

a. sickness;

b. there is a prohibition to travel by health professionals including doctors or other authorized officials; and/or

c. other circumstances that do not allow him/her to travel.

(11) The parties may choose and agree to conduct Arbitration electronically in accordance with these Rules and Procedures other than for emergencies and special circumstances as referred to in paragraph (7), paragraph (8), and paragraph (9).

(12) The holding of an arbitration hearing using these Rules and Procedures is deemed to be conducted at the place of the Indonesian National Arbitration Board (BANI), Jakarta or at the place of the Regional BANI where the request for arbitration is registered.

(13) The Arbitration Tribunal may take necessary actions when the Electronic Arbitration is taking place in accordance with these Rules and Procedures.

CHAPTER II
Agreement Of The Parties And Request For Electronic Arbitration

Article 2

(1) Electronic Arbitration is conducted if the parties agree to use these Rules and Procedures for cases that will be implemented or are being implemented or determined by the Governing Board of BANI or the Tribunal.

(2) The agreement of the parties must be implemented in good faith based on cooperative and non-confrontational conduct.

(3) The parties' agreement is made in writing and includes statements:

a. The Parties are willing to conduct the Arbitration electronically;

b. The parties guarantee that during the hearing, including at the time of presenting witnesses, there is no unauthorized / incompetent party except for those in accordance with the BANI Arbitration Rules.

c. The parties must consistently and compliantly implement the Rules, and maintain confidentiality in accordance with the BANI Arbitration Rules and the provisions of related laws or regulations.

Article 3

(1) The Electronic Arbitration is subject to the requirements of the request for arbitration as regulated in the BANI Arbitration Rules except otherwise stipulated in these Rules and Procedures.

(2) Electronic Arbitration shall be conducted after the parties have agreed and/or based on the decision of the Tribunal.

CHAPTER III
Hearing Rules And Confidentiality Of The Hearing

Article 4

(1) The hearing shall be conducted by using internet-based telecommunications facilities including but not limited to teleconference, video-conference and/or virtual conference using a digital platform determined by BANI..

(2) The parties are required to consistently and compliantly implement the BANI Electronic Hearing Rules of Conduct which include

a. prohibition from recording the hearing in any form;

b. only those who are listed in the Attendance List and meet the requirements based on this provision may attend the hearing electronically, and are prohibited from being attended by other persons who are not entitled and/or authorized under the BANI Arbitration Rules ;

c. the parties are not allowed to share the user ID and/or password with unauthorized persons;

d. only use the full name to display the name (display name) accompanied by the Information of the Claimant, Respondent, or witness according to their status and position;

e. always activate the camera during the hearing and ensure the face is clearly visible in the screen;

f. always mute the microphone feature unless permitted/ asked to speak;

g. ensure that the hearing is carried out from a location with good signal quality and internet speed and no interference.

h. the parties will not question the Electronic Arbitration agreement after the arbitration award is determined.

Article 5

(1) The parties must comply with:

a. that the party who can attend and participate in the Electronic Arbitration is the principal and/or his proxy and or a third party in accordance with the BANI Arbitration Rules and the provisions of the laws and regulations;

b. maintain the confidentiality of the hearing, in accordance with the confidentiality principle of arbitration that such proceedings is confidentially held; and

(2) In the event that the Arbitrator, the parties and/or witnesses will use the assistance of a third party in such as of a technician or operator for the purpose of operating the digital platform, then the person concerned is obliged to make a power of attorney or assignment to the said third party.

(3) The third party as referred to in paragraph (2) is obliged to make a nondisclosure statement that stating the third party will maintain the confidentiality of the hearing.

(4) The power of attorney or assignment as referred to in paragraph (2) and the statement as referred to in paragraph (3) must be submitted to the Chairperson of the Tribunal in writing through the Tribunal Secretary before the hearing begins.

(5) Witnesses are required to maintain confidentiality during and after examination in accordance with BANI Arbitration Rules and provisions of laws and regulations.

CHAPTER IV
Technical Preparation For The Hearing

Article 6

(1) At the latest 3 (three) days before the implementation of the hearing according to these Rules and Procedures, the parties can carry out technical preparations for the hearing.

(2) The technical preparations for the hearing are carried out by the parties and the Secretary of the Tribunal.

(3) The technical implementation of the hearing includes the preparation and checking of the digital platform equipment to be used and the submission of all names and identities of the parties who will attend the hearing.

Article 7

(1) The Chairperson of the Arbitration Tribunal/Sole Arbitrator shall preside over the hearing according to the rules and procedures of the hearing by providing equal opportunities to the parties.

(2) The parties are obliged to conduct the hearing in an orderly manner and observe all hearing procedures.

(3) In an electronic hearing, a mediation process can be carried out in accordance with the BANI Arbitration Rules.

(4) The Chairperson of the Tribunal/Sole Arbitrator has the right to expel hearing participants from the Virtual room in the event that their identity is unclear, attends the hearing by not turning on the video camera (video off), unable to provide an adequate explanation regarding their identity when being clarified, and/or disturbing the course of the hearing.

CHAPTER V
Evidence, Document, Witness, Expert, And Award

Article 8

(1) Evidences and/or documents to be submitted by the parties can be sent via email in .pdf format (portable document format) or submitted physically.

(2) The evidence as referred to in paragraph (1) can be determined to be printed (hard copy) and the evidence verification process is carried out physically/offline or online according to the stipulated time accompanied by the preparation of an Record of Verification.

(3) The determination as referred to in paragraph (2) shall be made by the Chairperson of the Tribunal/Sole Arbitrator.

Article 9

(1) Electronic statements of factual witnesses and/or experts must be preceded by taking an oath/promise.

(2) Examination of witnesses and experts shall be carried out with due observance of the BANI Arbitration Rules and the provisions of the laws and regulations.

Article 10

(1) Arbitration Award in Electronic Arbitration may be pronounced electronically by the Arbitration Tribunal/Sole Arbitrator.

(2) Awards that have been pronounced as in paragraphs (1), apart from being made electronically, can also be made in hard copy and signed by the Tribunal according to the procedure determined by BANI.

CHAPTER VI
Other Provisions

Article 11

(1) The provisions of the BANI Arbitration Rules remain in effect unless otherwise specified in these Rules and Procedures.

(2) Other provisions related to the Electronic Arbitration which are not regulated in these Rules and Procedures as well as the BANI Arbitration Rules, shall be further determined by the BANI Governing Board.

Article 12

All violations of these Rules and Procedures are the responsibility of the party committing the violation in accordance with the provisions of the laws and regulations.

Article 13

For the implementation of these Rules and Procedures, the BANI Governing Board can create standard forms which are an integral part of these Rules and Procedures.

BADAN ARBITRASE NASIONAL INDONESIA
BANI ARBITRATION CENTER

Wahana Graha 1st & 2nd Floor,
Jl. Mampang Prapatan No. 2, Jakarta 12760, Indonesia
Tel. : (62-21) 7940542 e-mail : bani-arb@indo.net.id
Fax : (62-21) 7940543

BANI Bandung
Gedung UTC Unpad Lantai 4,
Jl. Ir. H. Djuanda No. 4, Kota Bandung 40115
Mobile : +62 811244402
E-mail : banibandung@gmail.com

BANI Surabaya
Jl. Ketintang Baru VIII/10, Surabaya 60231,
Phone : +62 31 8287414, 8290178,
Fax : +62 31 8290522,
E-mail : banisurabaya1@gmail.com

BANI Pontianak
Komp. Ayani Mega Mall Blok AA-6, Jl. A. Yani,
Pontianak 78122, Kalimantan Barat,
Phone : +62 561 66 55 299,
Fax : +62 561 761 018,
E-mail : sekretariat@banipnk.com

BANI Medan
Jl. Amal No. 37A, Kec. Medan Sunggal
Kota Medan 20127, Sumatera Utara
Mobile : +62 823 8214 7046
E-mail : banimedan1980@gmail.com

BANI Palembang
Jl. Radial, Kompleks Ilir Barat Permai D.1 No. 25-26,
Kel. 24 Ilir, Kec. Bukit Kecil, Kota Palembang
Sumatera Selatan 30134
Ph/Fax : +62 711 3001047
E-mail : banisumsel@gmail.com

BANI Bali-Nusra
Renon Landmark
Jl. Prof. Moch. Yamin No. 7, Denpasar, Bali 80226
Telp. 0812 3852 4863
E-mail : banibalinusra@gmail.com

2026