

中国国际经济贸易仲裁委员会
CHINA INTERNATIONAL ECONOMIC AND
TRADE ARBITRATION COMMISSION



ARBITRATION RULES 2024

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仲裁规则
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CHINA INTERNATIONAL ECONOMIC AND
TRADE ARBITRATION COMMISSION

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CIE

**China International Economic and Trade
Arbitration Commission (CIETAC)
Model Arbitration Clause (1)**

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

**China International Economic and Trade
Arbitration Commission (CIETAC)
Model Arbitration Clause (2)**

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC)_____ Sub-Commission / Arbitration Center for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

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China International Economic and Trade Arbitration Commission (CIETAC) Arbitration Rules

(Revised and Adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on September 2, 2023. Effective as of January 1, 2024.)

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Chapter I General Provisions

Article 1 The Arbitration Commission

1. The China International Economic and Trade Arbitration Commission (“CIETAC”), originally named the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade and later renamed the Foreign Economic and Trade Arbitration Commission of the China Council for the Promotion of International Trade, concurrently uses as its name the “Arbitration Institute of the China Chamber of International Commerce”.
2. Where an arbitration agreement provides for arbitration by the China Council for the Promotion of International Trade/China Chamber of International Commerce, or by the Arbitration Commission or the Arbitration Institute of the China Council for the Promotion of International Trade/China Chamber of International Commerce, or refers to CIETAC’s previous names, it shall be deemed that the parties have agreed to arbitration by CIETAC.

Article 2 Structure and Duties

1. The Chairman of CIETAC shall perform the functions and duties vested in him/her by these Rules while a Vice Chairman may perform the Chairman’s functions and duties with the Chairman’s authorization.
2. CIETAC has an Arbitration Court (“Arbitration Court”), which performs its functions in accordance with these Rules under the direction of the authorized Vice Chairman and the President of the Arbitration Court.

3. CIETAC is based in Beijing. It has sub-commissions or arbitration centers (Appendix I) . The sub-commissions/arbitration centers are CIETAC's branches, which accept arbitration applications and administer arbitration cases with CIETAC's authorization.
4. A sub-commission/arbitration center has an arbitration court, which performs the functions of the Arbitration Court in accordance with these Rules under the direction of the president of the arbitration court of the sub-commission/arbitration center.
5. Where a case is administered by a sub-commission/arbitration center, the functions and duties vested in the President of the Arbitration Court under these Rules may, by his/her authorization, be performed by the president of the arbitration court of the relevant sub-commission/arbitration center.
6. The parties may agree to submit their disputes to CIETAC or a sub-commission/arbitration center of CIETAC for arbitration. Where the parties have agreed to arbitration by CIETAC, the Arbitration Court shall accept the arbitration application and administer the case. Where the parties have agreed to arbitration by a CIETAC sub-commission/arbitration center, or have agreed to arbitrate or conduct the oral hearing in the province, autonomous region, or centrally-administered municipality where a CIETAC sub-commission/arbitration center is located, the arbitration court of that sub-commission/arbitration center shall accept the arbitration application and administer the case unless otherwise agreed by the parties. The Arbitration Court may authorize and designate a sub-commission/arbitration center

to administer relevant cases having regard to the circumstances of such cases.

Where the sub-commission/arbitration center agreed upon by the parties does not exist or its authorization has been terminated, or where the agreement is ambiguous, the Arbitration Court shall accept the arbitration application and administer the case. In the event of any dispute, a decision shall be made by CIETAC.

7. Upon the agreement or request of the parties, CIETAC may provide administration and supporting services for *ad hoc* arbitration, including but not limited to offering guidance and consultation on the application of the arbitration rules, appointing arbitrators and deciding on the challenge of arbitrators, providing oral hearing services, scrutinizing draft awards, managing arbitrators' remuneration, etc., unless such agreement is inoperative or in conflict with a mandatory provision of the law applicable to the arbitral proceedings.

Article 3 Jurisdiction

1. CIETAC accepts cases involving economic, trade and other disputes of a contractual or non-contractual nature, based on an agreement of the parties.
2. The cases referred to in the preceding paragraph include:
 - (a) international or foreign-related disputes;
 - (b) disputes related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan region;
and

(c) domestic disputes.

Article 4 Scope of Application

1. These Rules uniformly apply to CIETAC and its sub-commissions/arbitration centers.
2. Where the parties have agreed to refer their dispute to CIETAC for arbitration, they shall be deemed to have agreed to arbitration in accordance with these Rules.
3. Where the parties agree to refer their dispute to CIETAC for arbitration but have agreed on a modification of these Rules or have agreed on the application of other arbitration rules, the parties' agreement shall prevail unless such agreement is inoperative or in conflict with a mandatory provision of the law applicable to the arbitral proceedings. Where the parties have agreed on the application of other arbitration rules, CIETAC shall perform the relevant administrative duties.
4. Where the parties agree to refer their dispute to arbitration under these Rules without providing the name of the arbitration institution, they shall be deemed to have agreed to refer the dispute to arbitration by CIETAC.
5. Where the parties agree to refer their dispute to arbitration under CIETAC's customized arbitration rules for a specific trade or profession, the parties' agreement shall prevail. However, if the dispute falls outside the scope of the specific rules, these Rules shall apply.

Article 5 Arbitration Agreement

1. An arbitration agreement means an arbitration clause in a contract or any other form of a written agreement concluded between the parties providing for the settlement of disputes by arbitration.
2. The arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in the tangible form of a document such as a contract, letter, telegram, telex, fax, electronic data interchange, or email. An arbitration agreement shall be deemed to exist where its existence is asserted by one party and not denied by the other during the exchange of the Request for Arbitration and the Statement of Defense.
3. Where the law applicable to an arbitration agreement has different provisions as to the form and validity of the arbitration agreement, those provisions shall prevail.
4. An arbitration clause contained in a contract shall be treated as a clause independent of and separate from all other clauses of the contract, and an arbitration agreement attached to a contract shall also be treated as independent of and separate from all other clauses of the contract. The validity of an arbitration clause or an arbitration agreement shall not be affected by any modification, cancellation, termination, transfer, expiry, invalidity, ineffectiveness, rescission or non-existence of the contract.

Article 6 Objection to Arbitration Agreement and/or Jurisdiction

1. CIETAC has the power to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. Such power is delegated to the arbitral tribunal once it is formed.
2. Where CIETAC is satisfied by *prima facie* evidence that a valid arbitration agreement exists and decides that it has jurisdiction over the arbitration case, the arbitration shall proceed. Such a decision shall not prevent the arbitral tribunal from making a new decision on jurisdiction based on facts and/or evidence it found during the arbitral proceedings that are inconsistent with the *prima facie* evidence.
3. When deciding on jurisdiction, the arbitral tribunal may either make a separate decision on jurisdiction during the arbitral proceedings or incorporate the decision in the final arbitral award.
4. Any objection to an arbitration agreement and/or the jurisdiction over an arbitration case shall be raised in writing before the first oral hearing held by the arbitral tribunal. Where a case is to be decided on the basis of documents only, such an objection shall be raised before the submission of the first substantive defense. Where the law applicable to the arbitral proceedings provides otherwise, such provision shall prevail.
5. The arbitration shall proceed notwithstanding an objection to the arbitration agreement and/or jurisdiction over the arbitration case.
6. The aforesaid objections to and/or decisions on jurisdiction by CIETAC shall include objections to and/or decisions on a party's standing to participate in the arbitration.

7. CIETAC or the arbitral tribunal shall decide to dismiss the case upon finding of lack of jurisdiction. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the President of the Arbitration Court. Where the case is to be dismissed after the formation of the arbitral tribunal, the decision shall be made by the arbitral tribunal.

Article 7 Place of Arbitration

1. Where the parties have agreed on the place of arbitration, the parties' agreement shall prevail.
2. Where the parties have not agreed on the place of arbitration or their agreement is ambiguous, the place of arbitration shall be the domicile of CIETAC or its sub-commission/arbitration center administering the case. CIETAC may also determine the place of arbitration to be another location having regard to the circumstances of the case.
3. The arbitral award shall be deemed as having been made at the place of arbitration.

Article 8 Service of Documents and Periods of Time

1. All documents, notices and materials in relation to the arbitration ("arbitration documents") may be delivered in person or by registered or express mail, by fax, by electronic means or any other means of communication with a delivery record, or by any other means considered proper by the Arbitration Court or the arbitral tribunal. Electronic means of delivery includes service of arbitration documents by electronic means to the email addresses or other electronic addresses agreed/designated by the

parties, or via the digitalized information exchange system of CIETAC or other information system easily accessible to all parties, etc.

2. Arbitration documents may be served by electronic means as a preferred way of delivery.
3. Arbitration documents shall be sent to the address provided by a party itself or by its representative(s), or to an address agreed by the parties. Where a party or its representative(s) has not provided an address or the parties have not agreed on an address, the arbitration documents shall be sent to such party's address as provided by the other party or its representative(s).
4. Any arbitration documents sent to a party or its representative(s) shall be deemed to have been properly served on the party if delivered to the addressee or sent to the addressee's place of business, place of registration, domicile, habitual residence or address of communication, or where, after reasonable inquiries by the other party, none of the aforesaid addresses can be found, the arbitration documents are sent by the Arbitration Court to the addressee's last known place of business, place of registration, domicile, habitual residence or mailing address by registered or express mail, or by any other means that can provide a record of the attempt at delivery, including but not limited to service by public notary, entrustment or retention.
5. The periods of time specified in these Rules shall begin on the day following the day when the party receives or should have received the arbitration documents sent by the Arbitration Court.

Article 9 Good Faith

Arbitration participants shall proceed with the arbitration in good faith.

Article 10 Waiver of Right to Object

A party shall be deemed to have waived its right to object where it knows or should have known that any provision of, or requirement under, these Rules has not been complied with and does not promptly and explicitly submit its objection in writing to such non-compliance, yet participates in or proceeds with the arbitral proceedings or fails to participate in the hearing without a justifiable reason after being duly notified.

Chapter II Arbitral Proceedings

Section 1 Request for Arbitration, Defense and Counterclaim

Article 11 Commencement of Arbitration

The arbitral proceedings shall commence on the day on which the Arbitration Court receives a Request for Arbitration. Where the Claimant submits a Request for Arbitration in writing and/or via CIETAC's online case filing system, the arbitral proceedings shall commence on the day when such Request is first received.

Article 12 Application for Arbitration

1. A party applying for arbitration under these Rules shall:
 - (1) Submit a Request for Arbitration in writing signed and/or sealed by the Claimant or its authorized representative(s), which shall, *inter alia*,

include:

- (a) the names and addresses of the Claimant and the Respondent, including the zip code, telephone, fax, email, or any other means of electronic telecommunications;
 - (b) a reference to the arbitration agreement that is invoked;
 - (c) a statement of the facts of the case and the main issues in dispute;
 - (d) the claim of the Claimant; and
 - (e) the facts and grounds on which the claim is based.
- (2) Attach to the Request for Arbitration the relevant documentary and other evidence on which the Claimant's claim is based.
 - (3) Pay the arbitration fee in advance to CIETAC in accordance with its Arbitration Fee Schedule.
2. Where it is agreed in the arbitration agreement that negotiation or mediation shall be conducted before arbitration, the Claimant may apply for arbitration after conducting negotiation or mediation. However, failure to negotiate or mediate shall neither prevent the Claimant from applying for arbitration nor prevent the Arbitration Court from accepting the case, unless the applicable law to the arbitral proceedings or the arbitration agreement expressly provides otherwise.

Article 13 Acceptance of a Case

1. Upon the written application of a party, CIETAC shall accept a case in accordance with an arbitration agreement concluded between the parties either before

or after the occurrence of the dispute, in which it is provided that disputes are to be referred to arbitration by CIETAC.

2. Upon receipt of a Request for Arbitration and its attachments, where after examination the Arbitration Court finds the formalities required for arbitration application to be complete, it shall send a Notice of Arbitration to both parties together with one copy each of these Rules and CIETAC's Panel of Arbitrators. The Request for Arbitration and its attachments submitted by the Claimant shall be sent to the Respondent under the same cover.
3. Where the Arbitration Court, after examination, finds the formalities required for the arbitration application incomplete, it may request the Claimant to complete them within a specified time period. The Claimant shall be deemed not to have submitted a Request for Arbitration if it fails to complete the required formalities within the specified time period. In such a case, the Claimant's Request for Arbitration and its attachments shall not be kept on file by the Arbitration Court.
4. After CIETAC accepts a case, the Arbitration Court shall designate a case manager to assist with the procedural administration of the case.

Article 14 Multiple Contracts and Adding Contract(s) in Arbitration

1. The Claimant may initiate a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that:
 - (1) such contracts consist of a principal contract and its ancillary contract(s), or such contracts involve the same parties as well as legal relationships

of the same nature, or such contracts involve related subject matters;

(2) the disputes in such contracts arise out of the same transaction or the same series of transactions;
and

(3) the arbitration agreements in such contracts are identical or compatible.

2. If all of the circumstances set forth in the preceding Paragraph 1 (1)(2)(3) are met, the Claimant may apply to add contract(s) during the arbitral proceedings. However, such application may be denied if it is too late and may delay the arbitral proceedings.

3. The procedural matters in the preceding Paragraphs 1 and 2 shall be decided by the Arbitration Court. Where the application for adding contract(s) is made after the formation of the arbitral tribunal, such decision shall be made by the arbitral tribunal.

Article 15 Statement of Defense

1. The Respondent shall file a Statement of Defense in writing within forty-five (45) days from the date of its receipt of the Notice of Arbitration. If the Respondent has justifiable reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant an extension. Where the arbitral tribunal has not yet been formed, the decision on whether to grant the extension of the time period shall be made by the Arbitration Court.

2. The Statement of Defense shall be signed and/or sealed by the Respondent or its authorized representative(s), and shall, *inter alia*, include the following contents and attachments:

(a) the name and address of the Respondent,

- including the zip code, telephone, fax, email, or any other means of electronic telecommunications;
- (b) the defense to the Request for Arbitration setting forth the facts and grounds on which the defense is based; and
 - (c) the relevant documentary and other evidence on which the defense is based.
3. The arbitral tribunal has the power to decide whether to accept a Statement of Defense submitted after the expiration of the above time period.
 4. Failure by the Respondent to file a Statement of Defense shall not affect the conduct of the arbitral proceedings.

Article 16 Counterclaim

1. The Respondent shall file a counterclaim, if any, in writing within forty-five (45) days from the date of its receipt of the Notice of Arbitration. If the Respondent has justifiable reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant an extension. Where the arbitral tribunal has not yet been formed, the decision on whether to grant the extension of the time period shall be made by the Arbitration Court.
2. When filing the counterclaim, the Respondent shall specify the counterclaim in its Statement of Counterclaim and state the facts and grounds on which the counterclaim is based with the relevant documentary and other evidence attached thereto.
3. When filing the counterclaim, the Respondent shall pay an arbitration fee in advance in accordance with the Arbitration Fee Schedule of CIETAC within a

specified time period, failing which the Respondent shall be deemed not to have filed any counterclaim.

4. Where the formalities required for filing a counterclaim are found to be complete, the Arbitration Court shall send a Notice of Acceptance of Counterclaim to the parties. The Claimant shall submit its Statement of Defense in writing within thirty (30) days from the date of its receipt of the Notice. If the Claimant has justifiable reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant such an extension. Where the arbitral tribunal has not yet been formed, the decision on whether to grant the extension of the time period shall be made by the Arbitration Court.
5. The arbitral tribunal has the power to decide whether to accept a counterclaim or a Statement of Defense submitted after the expiration of the above time period.
6. Failure of the Claimant to file a Statement of Defense to the Respondent's counterclaim shall not affect the conduct of the arbitral proceedings.

Article 17 Amendment to Claim or Counterclaim

The Claimant may apply to amend its claim and the Respondent may apply to amend its counterclaim. However, the arbitral tribunal may refuse any such amendment if it considers that the amendment is too late and may delay the arbitral proceedings.

Article 18 Joinder of Additional Parties

1. During the arbitral proceedings, a party wishing to join an additional party to the arbitration may file the Request for Joinder with CIETAC, based on

the arbitration agreement invoked in the arbitration that *prima facie* binds the additional party. Where the Request for Joinder is filed after the formation of the arbitral tribunal, a decision shall be made by CIETAC after the arbitral tribunal hears from all parties including the additional party if the arbitral tribunal considers the joinder necessary.

The date on which the Arbitration Court receives the Request for Joinder shall be deemed to be the date of the commencement of arbitration against the additional party.

2. The Request for Joinder shall contain the case number of the existing arbitration; the name, address and other means of communication of each of the parties, including the additional party; the arbitration agreement invoked to join the additional party as well as the facts and grounds the request relies upon; and the claim.

The relevant documentary and other evidence on which the request is based shall be attached to the Request for Joinder.

3. Where any party objects to the arbitration agreement and/or jurisdiction over the arbitration with respect to the joinder proceedings, the decision on jurisdiction shall be made in accordance with Article 6 of these Rules.
4. After the joinder proceedings commence, the conduct of the arbitral proceedings shall be decided by the Arbitration Court if the arbitral tribunal is not formed, or shall be decided by the arbitral tribunal if it has been formed.
5. Where the joinder takes place prior to the formation of the arbitral tribunal, the relevant provisions on party's nominating or entrusting of the Chairman of

CIETAC to appoint arbitrator under these Rules shall apply to the additional party. The arbitral tribunal shall be formed in accordance with Article 29 of these Rules.

Where the joinder takes place after the formation of the arbitral tribunal, the arbitral tribunal shall hear from the additional party of its comments on the past arbitral proceedings including the formation of the arbitral tribunal. If the additional party requests to nominate or entrust the Chairman of CIETAC to appoint an arbitrator, both parties shall nominate or entrust the Chairman of CIETAC to appoint arbitrators again. The arbitral tribunal shall be formed in accordance with Article 29 of these Rules.

6. The relevant provisions on the submission of the Statement of Defense and the Statement of Counterclaim under these Rules shall apply to the additional party. The time period for the additional party to submit its Statement of Defense and Statement of Counterclaim shall start from the date of its receipt of the Notice of Joinder.
7. CIETAC shall have the power to decide not to join an additional party where the additional party is *prima facie* not bound by the arbitration agreement invoked in the arbitration, or where any other circumstance exists that makes the joinder inappropriate.

Article 19 Consolidation of Arbitrations

1. At the request of a party, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration if:
 - (1) all of the claims in the arbitrations are made under the same arbitration agreement;

- (2) the claims in the arbitrations are made under the arbitration agreements in multiple contracts that consist of a principle contract and its ancillary contract(s), or involve the same parties as well as legal relationships of the same nature, or involve related subject matters, and the arbitration agreements in such contracts are identical or compatible; or
 - (3) all the parties to the arbitrations have agreed to the consolidation.
2. In deciding whether to consolidate the arbitrations in accordance with the preceding Paragraph 1, CIETAC shall take into account the opinions of all parties and other relevant factors such as the correlation between the arbitrations concerned, including the nomination and appointment of arbitrators in the separate arbitrations.
 3. Unless otherwise agreed by all the parties, the arbitrations shall be consolidated into the arbitration that was first commenced.
 4. After the consolidation of arbitrations, the conduct of the arbitral proceedings shall be decided by the Arbitration Court if the arbitral tribunal is not formed, or shall be decided by the arbitral tribunal if it has been formed.

Article 20 Submission and Exchange of Arbitration Documents

1. All arbitration documents from the parties shall be submitted to the Arbitration Court.
2. All arbitration documents to be exchanged during the arbitral proceedings shall be exchanged among the arbitral tribunal and the parties by the Arbitration

Court unless otherwise agreed by the parties and with the consent of the arbitral tribunal or otherwise decided by the arbitral tribunal.

Article 21 Means of Submission and Copies of Arbitration Documents

1. When submitting the Request for Arbitration, the Statement of Defense, the Statement of Counterclaim, evidence, and other arbitration documents, the parties may use electronic communication as a preferred means.
2. Where parties submit arbitration documents by electronic means, identical hard copies may be required if the Arbitration Court or the arbitral tribunal deems it necessary. Where the electronic version is not identical with the hard copies, the electronic version shall prevail; unless otherwise agreed by the parties.
3. Where parties make their submissions in hard copies, such submissions shall be in quintuplicate. Where there are multiple parties, additional copies shall be provided accordingly. Where the party applies for conservatory measures, additional copies shall be provided accordingly. Where the arbitral tribunal is composed of a sole arbitrator, the number of copies submitted may be reduced by two.

Article 22 Representation

1. A party may be represented by its authorized Chinese and/or foreign representative(s) in handling matters relating to the arbitration. In such a case, a Power of Attorney shall be submitted to the Arbitration Court by the party or its authorized representative(s), and the Arbitration Court shall forward such Power of

Attorney to the other parties and the arbitral tribunal.

2. If a party changes or adds representative(s) after the arbitral tribunal is formed, the President of the Arbitration Court may take necessary measures to prevent the occurrence of conflicts of interest on the arbitrator(s) as a result of the change including exclusion of the new representative(s) from participating in the arbitral proceedings, having regard to factors such as the parties' opinions made within a reasonable time on the challenge of arbitrator(s) and the progress of the arbitral tribunal's hearing of the case.

Article 23 Conservatory Measures and Interim Measures

1. Where a party applies for conservatory measures, CIETAC shall forward the party's application to the competent court designated by that party.

Upon the request of a party, CIETAC may forward its application for conservatory measures to such court in advance of issuing the Notice of Arbitration.

2. In accordance with the applicable law or the agreement of the parties, a party may apply to the Arbitration Court for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures (Appendix III). The emergency arbitrator may decide to order or award necessary or appropriate emergency measures. The decision of the emergency arbitrator shall be binding upon both parties.
3. At the request of a party, the arbitral tribunal may decide to order or award any interim measure it deems necessary or proper in accordance with the applicable law or the agreement of the parties and may require the requesting party to provide appropriate security in connection with the measure.

Section 2 Arbitrators and the Arbitral Tribunal

Article 24 Duties of Arbitrator

1. An arbitrator shall not represent either party, and shall be and remain neutral and independent of the parties and treat them equally.
2. Upon acceptance of appointment/nomination, the arbitrator shall perform his/her duties in accordance with these Rules and carry out the arbitral proceedings diligently and efficiently.

Article 25 Number of Arbitrators

1. The arbitral tribunal shall be composed of one or three arbitrators.
2. Unless otherwise agreed by the parties or provided by these Rules, the arbitral tribunal shall be composed of three arbitrators.

Article 26 Nomination or Appointment of Arbitrator

1. CIETAC maintains a Panel of Arbitrators which uniformly applies to itself and all its sub-commissions/arbitration centers. The parties shall nominate arbitrators from the Panel of Arbitrators provided by CIETAC.
2. Where the parties have agreed to nominate arbitrators from outside CIETAC's Panel of Arbitrators, an arbitrator so nominated by the parties or nominated according to the agreement of the parties may act as arbitrator subject to the confirmation by the Chairman

of CIETAC.

3. The arbitral tribunal shall be formed in accordance with these Rules, unless otherwise agreed by the parties.
4. If the procedure of forming the arbitral tribunal agreed by the parties is manifestly unfair or unjust, or if a party abuses its rights in a way that results in undue delay of the arbitral proceedings, the Chairman of CIETAC may determine the procedure of formation of the arbitral tribunal or appoint any member of the arbitral tribunal.

Article 27 Three-Arbitrator Tribunal

1. Within fifteen (15) days from the date of receipt of the Notice of Arbitration, the Claimant and the Respondent shall each nominate, or entrust the Chairman of CIETAC to appoint, an arbitrator, failing which the arbitrator shall be appointed by the Chairman of CIETAC.
2. Within fifteen (15) days from the date of the Respondent's receipt of the Notice of Arbitration, the parties shall jointly nominate, or entrust the Chairman of CIETAC to appoint, the third arbitrator, who shall act as the presiding arbitrator. Failing such joint nomination or entrustment within the above time limit, the presiding arbitrator shall be appointed by the Chairman of CIETAC.
3. The Claimant and the Respondent may agree that the arbitrators they each nominate shall jointly nominate the presiding arbitrator, and the two arbitrators so nominated shall jointly nominate, or entrust the Chairman of CIETAC to appoint the presiding arbitrator within seven (7) days from the date of their acceptance of the nomination. Failing such joint

nomination or entrustment within the above time limit, the presiding arbitrator shall be appointed by the Chairman of CIETAC.

4. The parties may each recommend one to five arbitrators as candidates for the presiding arbitrator and shall each submit a list of recommended candidates within the time period specified in the preceding Paragraph 2. Where there is only one common candidate on the lists, such candidate shall be the presiding arbitrator jointly nominated by the parties. Where there is more than one common candidate on the lists, the Chairman of CIETAC shall choose the presiding arbitrator from among the common candidates having regard to the circumstances of the case, and he/she shall act as the presiding arbitrator jointly nominated by the parties. Where there is no common candidate on the lists, the presiding arbitrator shall be appointed by the Chairman of CIETAC from outside the lists.
5. In accordance with the parties' agreement or upon the parties' joint requests, the Chairman of CIETAC may provide a list of three candidates for the parties to nominate the presiding arbitrator within seven (7) days upon receipt of such list.

In such case, unless otherwise agreed by the parties, the presiding arbitrator shall be appointed/nominated in the following manner:

- (1) Each party may exclude one or more candidates to whom it objects and submit the list of remaining candidates to the Arbitration Court.
- (2) Where there is only one common candidate on the lists of remaining candidates submitted by the parties, such candidate shall be the presiding arbitrator jointly nominated by the parties. Where

there is more than one common candidate on the lists, the Chairman of CIETAC shall choose the presiding arbitrator from among the common candidates having regard to the circumstances of the case, and he/she shall act as the presiding arbitrator jointly nominated by the parties. Where there is no common candidate on the lists, the presiding arbitrator shall be appointed by the Chairman of CIETAC from outside the lists.

Article 28 Sole-Arbitrator Tribunal

Where the arbitral tribunal is composed of one arbitrator, the sole arbitrator shall be nominated pursuant to the procedures stipulated in Paragraphs 2, 4 and 5 of Article 27 of these Rules.

Article 29 Multiple-Party Tribunal

1. Where there are two or more Claimants and/or Respondents in an arbitration case, the Claimant side and/or the Respondent side, following discussion, shall each jointly nominate or jointly entrust the Chairman of CIETAC to appoint one arbitrator.
2. The presiding arbitrator or the sole arbitrator shall be nominated in accordance with the procedures stipulated in Paragraphs 2, 4 and 5 of Article 27 of these Rules. When making such nomination pursuant to Article 27 of these Rules, the Claimant side and/or the Respondent side, following discussion, shall each submit a list of their jointly agreed candidates.
3. Where either the Claimant side or the Respondent side fails to jointly nominate or jointly entrust the Chairman of CIETAC to appoint one arbitrator within fifteen (15) days from the date of its receipt of the Notice of Arbitration, the Chairman of CIETAC

shall appoint all three members of the arbitral tribunal and designate one of them to act as the presiding arbitrator.

Article 30 Considerations in Appointing Arbitrators

When appointing arbitrators pursuant to these Rules, the Chairman of CIETAC shall take into consideration the law applicable to the dispute, the place of arbitration, the language of arbitration, the nationalities of the parties, the type of dispute, and any other factor(s) the Chairman considers relevant.

Article 31 Disclosure

1. An arbitrator nominated by the parties or appointed by the Chairman of CIETAC shall sign a Declaration and disclose any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence.
2. If facts or circumstances that need to be disclosed arise during the arbitral proceedings, the arbitrator shall promptly disclose such facts or circumstances in writing.
3. The Declaration and/or the disclosure of the arbitrator shall be submitted to the Arbitration Court to be forwarded to the parties and other members of the arbitral tribunal.

Article 32 Challenge to Arbitrator

1. Upon receipt of the Declaration and/or the written disclosure of an arbitrator, a party wishing to challenge the arbitrator on the grounds of the disclosed facts or circumstances shall forward the

challenge in writing within ten (10) days from the date of such receipt. If a party fails to file a challenge within the above time period, it may not subsequently challenge the arbitrator on the basis of the matters disclosed by the arbitrator.

2. A party having justifiable doubts as to the impartiality or independence of an arbitrator may challenge that arbitrator in writing and shall state the facts and reasons on which the challenge is based with supporting evidence.
3. A party may challenge an arbitrator in writing within fifteen (15) days from the date it receives the Notice of Formation of the Arbitral Tribunal. Where a party becomes aware of a reason for a challenge after such receipt, the party may challenge the arbitrator in writing within fifteen (15) days after such reason has become known to it, but no later than the conclusion of the last oral hearing.
4. The challenge by one party shall be promptly communicated to the other party, the arbitrator being challenged and the other members of the arbitral tribunal.
5. Where an arbitrator is challenged by one party and the other party agrees to the challenge, or the arbitrator being challenged voluntarily withdraws from his/her office, such arbitrator shall no longer be a member of the arbitral tribunal. However, in neither case shall it be implied that the reasons for the challenge are sustained.
6. In circumstances other than those specified in the preceding Paragraph 5, the Chairman of CIETAC shall make a final decision on the challenge with or without stating the reasons.
7. An arbitrator who has been challenged shall continue

to serve on the arbitral tribunal until a final decision on the challenge has been made by the Chairman of CIETAC.

Article 33 Replacement of Arbitrator

1. In the event that an arbitrator is prevented *de jure* or *de facto* from fulfilling his/her functions, or fails to fulfill his/her functions in accordance with the requirements of these Rules or within the time period specified in these Rules, the Chairman of CIETAC shall have the power to replace the arbitrator. Such arbitrator may also voluntarily withdraw from his/her office.
2. The Chairman of CIETAC shall make a final decision on whether or not an arbitrator should be replaced with or without stating the reasons.
3. In the event that an arbitrator is unable to fulfill his/her functions due to challenge or replacement, a substitute arbitrator shall be nominated or appointed within the reasonable time period specified by the Arbitration Court according to the same procedure that applied to the nomination or appointment of the arbitrator being challenged or replaced. If a party fails to nominate or appoint a substitute arbitrator accordingly, the substitute arbitrator shall be appointed by the Chairman of CIETAC.
4. After the replacement of an arbitrator, the arbitral tribunal shall decide whether and to what extent the previous proceedings in the case shall be repeated.

Article 34 Continuation of Arbitration by Majority

After the conclusion of the last oral hearing, if an arbitrator on a three-member tribunal is unable to participate in the deliberations and/or to render the award owing to his/her demise or to his/her removal from CIETAC's Panel of Arbitrators, or for any other reason, the other two arbitrators may request the Chairman of CIETAC to replace that arbitrator pursuant to Article 33 of these Rules. After consulting with the parties and upon the approval of the Chairman of CIETAC, the other two arbitrators may also continue the arbitral proceedings and make decisions, rulings, or render the award. The Arbitration Court shall notify the parties of the above circumstances.

Section 3 Hearing

Article 35 Conduct of Hearing

1. The arbitral tribunal shall examine the case in any way it deems appropriate unless otherwise agreed by the parties. Under all circumstances, the arbitral tribunal shall act impartially and fairly and shall afford a reasonable opportunity to both parties to present their case.
2. The arbitral tribunal shall hold oral hearings when examining the case. However, the arbitral tribunal may examine the case on the basis of documents only if the parties so agree and the arbitral tribunal consents or the arbitral tribunal deems that oral hearings are unnecessary and the parties so agree.
3. Unless otherwise agreed by the parties, the arbitral tribunal may adopt an inquisitorial or adversarial approach in hearing the case having regard to the circumstances of the case.

4. The arbitral tribunal may hold deliberations at any place or in any manner that it considers appropriate.
5. Unless otherwise agreed by the parties, the arbitral tribunal may, if it considers it necessary, issue procedural orders or question lists, produce terms of reference, or hold pre-hearing conferences, etc. With the authorization of the other members of the arbitral tribunal, the presiding arbitrator may decide on the procedural arrangements for the arbitral proceedings at his/her own discretion.

Article 36 Place of Oral Hearing

1. Where the parties have agreed on the place of an oral hearing, the case shall be heard at that agreed place except in the circumstances stipulated in Paragraph 3 of Article 85 of these Rules.
2. Unless otherwise agreed by the parties, the place of oral hearings shall be in Beijing for a case administered by the Arbitration Court or at the domicile of the sub-commission/arbitration center administering the case, or if the arbitral tribunal considers it necessary and with the approval of the President of the Arbitration Court, at another location.

Article 37 Oral Hearing

1. Where a case is to be examined by way of an oral hearing, the parties shall be notified of the date of the first oral hearing at least twenty (20) days in advance of the oral hearing. A party having justifiable reasons may request a postponement of the oral hearing. However, the party shall communicate such request in writing to the arbitral tribunal within five(5) days of its receipt of the notice of the oral hearing. The arbitral tribunal shall decide whether or not to

postpone the oral hearing.

2. Where a party has justifiable reasons for its failure to submit a request for a postponement of the oral hearing in accordance with the preceding Paragraph 1, the arbitral tribunal shall decide whether or not to accept the request.
3. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement of such an oral hearing, shall not be subject to the time periods specified in the preceding Paragraph 1.
4. Where a case is to be examined by way of an oral hearing, the parties and their authorized representative(s) shall have the right to participate in the oral hearing. The arbitral tribunal shall decide whether other relevant participants to the arbitration may participate in the oral hearing. Unless otherwise agreed by the parties and the arbitral tribunal, persons other than the participants to the arbitration may not participate in the oral hearing.
5. After consultation with the parties and taking into consideration of the circumstances of the case, the arbitral tribunal may, at its own discretion, decide to conduct the oral hearing in person, by remote virtual conference, or by other appropriate means of electronic communication.
6. The Arbitration Court provides oral hearing facilities as well as administrative and logistical support for remote virtual hearings.

Article 38 Confidentiality

1. Hearings shall be held in camera. Where both parties request an open hearing, the arbitral tribunal shall

make a decision.

2. For cases heard in camera, the parties and their representatives, the arbitrators, the witnesses, the interpreters, the experts consulted by the arbitral tribunal, the appraisers appointed by the arbitral tribunal and other relevant persons shall not disclose to any outsider any substantive or procedural matters relating to the case.

Article 39 Default

1. If the Claimant fails to appear at an oral hearing without a justifiable reason, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the Claimant may be deemed to have withdrawn its application for arbitration. In such a case, if the Respondent has filed a counterclaim, the arbitral tribunal shall proceed with the hearing of the counterclaim and make a default award.
2. If the Respondent fails to appear at an oral hearing without a justifiable reason, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration and make a default award. In such a case, if the Respondent has filed a counterclaim, the Respondent may be deemed to have withdrawn its counterclaim.

Article 40 Record of Oral Hearing

1. The arbitral tribunal may arrange for a written and/or an audio-visual record to be made of an oral hearing. The arbitral tribunal may, if it considers it necessary, take minutes of the oral hearing and request the parties and/or their representatives, witnesses and/or other persons involved to sign

and/or affix their seals to the written record or the minutes.

2. Where the parties and other relevant participants to the arbitration believe there is an omission or error in the written record of their statements, they may apply for correction. Such application shall be kept in the record if denied by the arbitral tribunal.
3. The written record, the minutes and the audio-visual record of an oral hearing shall be available for use and reference by the arbitral tribunal.
4. At the request of a party, the Arbitration Court may, having regard to the specific circumstances of the arbitration, decide to engage a stenographer to make a stenographic record of an oral hearing, the cost of which shall be advanced by the parties.

Article 41 Evidence

1. Each party shall bear the burden of proving the facts on which it relies to support its claim, defense or counterclaim and provide the basis for its opinions, arguments and counter-arguments.
2. The arbitral tribunal may specify a time period for the parties to produce evidence and the parties shall produce evidence within the specified time period. The arbitral tribunal may refuse to admit any evidence produced after that time period. If a party experiences difficulties in producing evidence within the specified time period, it may apply for an extension before the end of the period. The arbitral tribunal shall decide whether or not to extend the time period.
3. If a party bearing the burden of proof fails to produce evidence within the specified time period, or if the produced evidence is not sufficient to support its

claim or counterclaim, it shall bear the consequences thereof.

4. Unless otherwise agreed by the parties, the arbitral tribunal may decide to apply in whole or in part the CIETAC Guidelines on Evidence (“Guidelines on Evidence”) to hear the case. However, the Guidelines on Evidence do not constitute an integral part of these Rules.

Article 42 Examination of Evidence

1. Unless otherwise agreed by the parties, where a case is examined by way of an oral hearing, the evidence shall be produced at the oral hearing and may be examined by the parties.
2. Where a case is to be decided on the basis of documents only, or where the evidence is submitted after the hearing and both parties have agreed to examine the evidence by means of writing, the parties may examine the evidence in writing. In such circumstances, the parties shall submit their written opinions on the evidence within the time period specified by the arbitral tribunal.

Article 43 Investigation and Evidence Collection by the Arbitral Tribunal

1. The arbitral tribunal may undertake investigation and collect evidence as it considers necessary.
2. When investigating and collecting evidence, the arbitral tribunal may notify the parties to be present. In the event that one or both parties fail to be present after being notified, the investigation and collection of evidence shall proceed without being affected.
3. Evidence collected by the arbitral tribunal through its

investigation shall be forwarded to the parties for their comments.

Article 44 Expert's Report and Appraiser's Report

1. The arbitral tribunal may consult experts or appoint appraisers for clarification on specific issues of the case. Such an expert or appraiser may be a Chinese or foreign institution or natural person.
2. The arbitral tribunal has the power to request the parties, and the parties are also obliged, to deliver or produce to the expert or appraiser any relevant materials, documents, property, or physical objects for examination, inspection or appraisal by the expert or appraiser.
3. Copies of the expert's report and the appraiser's report shall be forwarded to the parties for their comments. Upon the application of either party or the request of the arbitral tribunal, the expert or appraiser shall participate in an oral hearing and explain the report when the arbitral tribunal considers it necessary.

Article 45 Suspension of the Arbitral Proceedings

1. Where the parties jointly or separately request a suspension of the arbitral proceedings, or under circumstances where such suspension is necessary, the arbitral proceedings may be suspended.
2. The arbitral proceedings shall resume as soon as the reason for the suspension disappears or the suspension period ends.
3. The arbitral tribunal shall decide whether to suspend or resume the arbitral proceedings. Where the arbitral

tribunal has not yet been formed, the decision shall be made by the President of the Arbitration Court.

Article 46 Withdrawal and Dismissal

1. A party may withdraw its claim or counterclaim in its entirety. In the event that the Claimant withdraws its claim in its entirety, the arbitral tribunal may proceed with its examination of the counterclaim and render an arbitral award thereon. In the event that the Respondent withdraws its counterclaim in its entirety, the arbitral tribunal may proceed with the examination of the claim and render an arbitral award thereon.
2. A party may be deemed to have withdrawn its claim or counterclaim if the arbitral proceedings cannot proceed for reasons attributable to that party or due to relevant provisions of law.
3. A case may be dismissed if the claim and counterclaim have been withdrawn in their entirety. Where a case is to be dismissed prior to the formation of the arbitral tribunal, the President of the Arbitration Court shall make a decision on the dismissal. Where a case is to be dismissed after the formation of the arbitral tribunal, the arbitral tribunal shall make the decision.
4. The seal of CIETAC shall be affixed to the Dismissal Decision referred to in the preceding Paragraph 3 and Paragraph 7 of Article 6 of these Rules.

Article 47 Combination of Conciliation with Arbitration

1. Where both parties wish to conciliate, or where one party wishes to conciliate and the other party's consent has been obtained by the arbitral tribunal,

the arbitral tribunal may conciliate the dispute during the arbitral proceedings. The parties may also settle their dispute by themselves.

2. With the consents of both parties, the arbitral tribunal may conciliate the case in a manner it considers appropriate.
3. During the process of conciliation, the arbitral tribunal shall terminate the conciliation proceedings if either party so requests or if the arbitral tribunal considers that further conciliation efforts will be futile.
4. The parties shall sign a settlement agreement where they have reached settlement through conciliation by the arbitral tribunal or by themselves.
5. Where the parties have reached a settlement agreement through conciliation by the arbitral tribunal or by themselves, they may withdraw their claim or counterclaim, or request the arbitral tribunal to render an arbitral award or a conciliation statement in accordance with the terms of the settlement agreement.
6. Where the parties request for a conciliation statement, the conciliation statement shall clearly set forth the claims of the parties and the terms of the settlement agreement. It shall be signed by the arbitrators, sealed by CIETAC, and served upon both parties.
7. Where conciliation is not successful, the arbitral tribunal shall resume the arbitral proceedings and render an arbitral award.
8. Where the parties wish to conciliate their dispute but do not wish to have conciliation conducted by the arbitral tribunal, CIETAC may, with the consents of both parties, assist the parties to conciliate the

dispute in a manner and procedure it considers appropriate.

9. Where conciliation is not successful, neither party may invoke any opinion, view or statement, and any proposal or proposition expressing acceptance or opposition by either party or by the arbitral tribunal in the process of conciliation as grounds for any claim, defense or counterclaim in the subsequent arbitral proceedings, judicial proceedings, or any other proceedings.
10. Where the parties have reached a settlement agreement by themselves through negotiation or conciliation before the commencement of an arbitration, either party may, based on an arbitration agreement concluded between them that provides for arbitration by CIETAC and the settlement agreement, request CIETAC to constitute an arbitral tribunal to render an arbitral award in accordance with the terms of the settlement agreement. Unless otherwise agreed by the parties, the Chairman of CIETAC shall appoint a sole arbitrator to form such an arbitral tribunal, which shall examine the case in a procedure it considers appropriate and render an award in due course. The specific procedure and time period for rendering the award shall not be subject to other provisions of these Rules.

Article 48 Third Party Funding

1. Once a third party funding agreement is concluded, the funded party shall communicate to the Arbitration Court, without any delay, the existence of the third party funding arrangement, the financial interest therein, the name and address of the third party funder and other relevant information. The

Arbitration Court shall forward such information to the other parties and the arbitral tribunal. The arbitral tribunal may order the funded party to disclose other relevant information of the funding if it deems necessary.

2. When deciding the costs of arbitration and other fees in the award, the arbitral tribunal may take into account of the existence of the third party funding arrangement and the fact whether the requirements set forth in the preceding Paragraph 1 are complied with by the funded party.

Article 49 Interim Award

1. Where the arbitral tribunal deems necessary, or where a party requests and the arbitral tribunal approves, the arbitral tribunal may render an interim award on any issue in the case before rendering the final award.
2. Failure of either party to perform an interim award shall neither affect the arbitral proceedings nor prevent the arbitral tribunal from making the final award.

Article 50 Early Dismissal

1. A party may request for the early dismissal of a claim or counterclaim in whole or in part on the ground that the claim or counterclaim is manifestly without legal merit, or is manifestly outside the jurisdiction of the arbitral tribunal (“Request for Early Dismissal”).
2. A Request for Early Dismissal shall be in writing and shall state the facts and legal basis supporting the application. In order to prevent the abuse of the request to delay the arbitral proceedings, the arbitral tribunal may require the requesting party to provide

justifiable grounds for the request and to demonstrate that the early dismissal process will expedite the overall proceedings. A Request for Early Dismissal by the parties shall not prevent the arbitral tribunal from proceeding with the arbitration.

3. Unless otherwise decided by the arbitral tribunal, a Request for Early Dismissal shall be made as early as possible and no later than the submission of the Statement of Defense or the Reply to the Counterclaim.
4. The arbitral tribunal shall have the power to decide on whether to accept and consider a Request for Early Dismissal after inviting the parties to express their views.
5. The arbitral tribunal shall render a decision or an award on the request for early dismissal with reasons stated within sixty (60) days from the date on which such request is made. At the request of the arbitral tribunal, the President of the Arbitration Court may extend the time period if he/she considers such extension justified and necessary.
6. Where the arbitral tribunal renders an award granting the Request for Early Dismissal, in whole or in part, such award shall not prevent the arbitral tribunal from continuing the hearing of other claims or counterclaims, if any.

Chapter III Arbitral Award

Article 51 Time Period for Rendering Award

1. The arbitral tribunal shall render an arbitral award within six (6) months from the date on which the arbitral tribunal is formed.

2. Upon the request of the arbitral tribunal, the President of the Arbitration Court may extend the time period if he/she considers it truly necessary and the reasons for the extension truly justified.
3. Any suspension period shall be excluded when calculating the time period in the preceding Paragraph 1.

Article 52 Making of Award

1. The arbitral tribunal shall independently and impartially render a fair and reasonable arbitral award based on the facts of the case and the terms of the contract, in accordance with the law, and with reference to international practices.
2. Where the parties have agreed on the law applicable to the merits of their dispute, the parties' agreement shall prevail. In the absence of such agreement or where such agreement is in conflict with a mandatory provision of the law, the arbitral tribunal shall determine the applicable substantive law or principles of law.
3. The arbitral tribunal shall state in the award the claims, the facts of the dispute, the reasons on which the award is based, the result of the award, the allocation of the arbitration costs, and the date on which and the place at which the award is made. The facts of the dispute and the reasons on which the award is based may not be stated in the award if the parties have so agreed, or if the award is made in accordance with the terms of a settlement agreement between the parties. The arbitral tribunal has the power to fix in the award the specific time period for the parties to perform the award and the liabilities for failure to do so within the specified time period.

4. The seal of CIETAC shall be affixed to the arbitral award.
5. Where a case is examined by an arbitral tribunal composed of three arbitrators, the award shall be rendered by all three arbitrators or a majority of the arbitrators. A written dissenting opinion shall be kept with the file and may be appended to the award. Such dissenting opinion shall not form a part of the award.
6. Where the arbitral tribunal cannot reach a majority opinion, the arbitral award shall be rendered in accordance with the presiding arbitrator's opinion. The written opinions of the other arbitrators shall be kept with the file and may be appended to the award. Such written opinions shall not form a part of the award.
7. Unless the arbitral award is made in accordance with the opinion of the presiding arbitrator or the sole arbitrator and signed by the same, the arbitral award shall be signed by a majority of the arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the award. An electronic signature of an arbitrator bears the same effect of his/her handwritten signature.
8. The date on which the award is made shall be the date on which the award comes into legal effect.
9. The arbitral award is final and binding upon both parties.
10. The arbitral award shall be delivered to the parties in hard copies. Where the parties agree, or where CIETAC deems it necessary, the arbitral award may be delivered to the parties in electronic form.

Article 53 Partial Award

1. Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may first render a partial award on any part of the claim before rendering the final award. A partial award is final and binding upon both parties.
2. Failure of either party to perform a partial award shall neither affect the arbitral proceedings nor prevent the arbitral tribunal from making the final award.

Article 54 Scrutiny of Draft Award

The arbitral tribunal shall submit its draft award to CIETAC for scrutiny before signing the award. CIETAC may bring to the attention of the arbitral tribunal issues addressed in the award on the condition that the arbitral tribunal's independence in rendering the award is not affected.

Article 55 Allocation of Fees

1. The arbitral tribunal has the power to determine in the arbitral award the arbitration fees and other expenses to be paid by the parties to CIETAC.
2. The arbitral tribunal has the power to decide in the arbitral award, having regard to the circumstances of the case, that the losing party shall compensate the winning party for the expenses reasonably incurred by it in pursuing the case. In deciding whether or not the winning party's expenses incurred in pursuing the case are reasonable, the arbitral tribunal shall take into consideration various factors such as the outcome and complexity of the case, the workload of the winning party and/or its representative(s), the amount in

dispute, etc.

Article 56 Correction of Award

1. Within a reasonable time after the award is made, the arbitral tribunal may, on its own initiative, make corrections in writing of any clerical, typographical or calculation errors, or any errors of a similar nature, or omissions contained in the award.
2. Within thirty (30) days from its receipt of the arbitral award, either party may request the arbitral tribunal in writing for a correction of any clerical, typographical or calculation errors, or any errors of a similar nature, or omissions contained in the award. If such an error does exist in the award, the arbitral tribunal shall make the correction in writing within thirty (30) days of its receipt of the written request for the correction.
3. The above written correction shall form a part of the arbitral award and shall be subject to the provisions in Paragraphs 4 to 10 of Article 52 of these Rules.

Article 57 Additional Award

1. Where any claim or counterclaim which should have been decided by the arbitral tribunal was omitted from the arbitral award, the arbitral tribunal may, on its own initiative, make an additional award within a reasonable time after the award is made.
2. Either party may, within thirty (30) days from its receipt of the arbitral award, request the arbitral tribunal in writing for an additional award on any claim or counterclaim which was advanced in the arbitral proceedings but was omitted from the award. If such an omission does exist, the arbitral tribunal

shall make an additional award within thirty (30) days of its receipt of the written request.

3. Such additional award shall form a part of the arbitral award and shall be subject to the provisions in Paragraphs 4 to 10 of Article 52 of these Rules.

Article 58 Performance of Award

1. The parties shall perform the arbitral award within the time period specified in the award. If no time period is specified in the award, the parties shall perform the award immediately.
2. Where one party fails to perform the award, the other party may apply to a competent court for enforcement of the award in accordance with the law.

Chapter IV Summary Procedure

Article 59 Application

1. The Summary Procedure shall apply to any case where the amount in dispute does not exceed RMB 5,000,000 unless otherwise agreed by the parties; or where the amount in dispute exceeds RMB 5,000,000, yet one party applies for arbitration under the Summary Procedure and the other party agrees in writing; or where both parties have agreed to apply the Summary Procedure.
2. Where there is no monetary claim or the amount in dispute is not clear, CIETAC shall determine whether or not to apply the Summary Procedure after full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.

Article 60 Acceptance of a Case

Where the Arbitration Court, after examination of the Claimant's Request for Arbitration and its attachments upon receipt, finds that the Request meets the requirements specified in Article 12 of these Rules and that the Summary Procedure shall apply, it shall send a Notice of Arbitration to both parties.

Article 61 Formation of the Arbitral Tribunal

Unless otherwise agreed by the parties, a sole-arbitrator tribunal shall be formed in accordance with Article 28 of these Rules to hear a case under the Summary Procedure.

Article 62 Defense and Counterclaim

1. The Respondent shall submit its Statement of Defense, evidence and other supporting documents within twenty (20) days of its receipt of the Notice of Arbitration. Counterclaim, if any, shall also be filed with evidence and supporting documents within such time period.
2. The Claimant shall file its Statement of Defense to the Respondent's counterclaim within twenty (20) days of its receipt of the Notice of Acceptance of the Counterclaim.
3. If a party has justifiable reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant such extension. Where the arbitral tribunal has not yet been formed, such decision shall be made by the Arbitration Court.

Article 63 Conduct of Hearing

The arbitral tribunal may examine the case in the manner it considers appropriate. The arbitral tribunal may decide

whether to examine the case solely on the basis of the written materials and evidence submitted by the parties or to hold an oral hearing after hearing from the parties of their opinions.

Article 64 Oral Hearing

1. For a case examined by way of an oral hearing, after the arbitral tribunal has fixed a date for the first oral hearing, the parties shall be notified of the date at least fifteen (15) days in advance of the oral hearing. A party having justifiable reasons may request a postponement of the oral hearing. However, the party shall communicate such request in writing to the arbitral tribunal within three (3) days of its receipt of the notice of the oral hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. If a party has justifiable reasons for failure to submit a request for a postponement of the oral hearing in accordance with the preceding Paragraph 1, the arbitral tribunal shall decide whether to accept such a request.
3. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement of such oral hearing, shall not be subject to the time periods specified in the preceding Paragraph 1.

Article 65 Time Period for Rendering Award

1. The arbitral tribunal shall render an arbitral award within three (3) months from the date on which the arbitral tribunal is formed.
2. Upon the request of the arbitral tribunal, the

President of the Arbitration Court may extend the time period if he/she considers it truly necessary and the reasons for the extension truly justified.

3. Any suspension period shall be excluded when calculating the time period in the preceding Paragraph 1.

Article 66 Change of Procedure

The Summary Procedure shall not be affected by any amendment to the claim or by the filing of a counterclaim. Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB 5,000,000, the Summary Procedure shall continue to apply unless the parties agree or the arbitral tribunal decides that a change to the general procedure is necessary.

Article 67 Context Reference

The relevant provisions in the other Chapters of these Rules shall apply to matters not covered in this Chapter.

Chapter V Special Provisions for Domestic Arbitration

Article 68 Application

1. The provisions of this Chapter shall apply to domestic arbitration cases.
2. The provisions of the Summary Procedure in Chapter IV shall apply if a domestic arbitration case falls within the scope of Article 59 of these Rules.

Article 69 Acceptance of a Case

Where the Arbitration Court, after examination of the Claimant's Request for Arbitration and its attachments upon receipt, finds that the Request meets the requirements specified in Article 12 of these Rules and that the Special Provisions for Domestic Arbitration shall apply, it shall send a Notice of Arbitration to both parties.

Article 70 Formation of the Arbitral Tribunal

The arbitral tribunal shall be formed in accordance with the provisions of Articles 25, 26, 27, 28, 29 and 30 of these Rules.

Article 71 Defense and Counterclaim

1. Within twenty (20) days from the date of its receipt of the Notice of Arbitration, the Respondent shall submit its Statement of Defense, evidence and other supporting documents. Counterclaim, if any, shall also be filed with evidence and other supporting documents within the time period.
2. The Claimant shall file its Statement of Defense to the Respondent's counterclaim within twenty (20) days from the date of its receipt of the Notice of Acceptance of the Counterclaim.
3. If a party has justifiable reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant such extension. Where the arbitral tribunal has not yet been formed, such decision shall be made by the Arbitration Court.

Article 72 Oral Hearing

1. For a case examined by way of an oral hearing, after the arbitral tribunal has fixed a date for the first oral hearing, the parties shall be notified of the date at least fifteen (15) days in advance of the oral hearing. A party having justifiable reason may request a postponement of the oral hearing. However, the party shall communicate such request in writing to the arbitral tribunal within three (3) days of its receipt of the notice of the oral hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. If a party has justifiable reasons for failure to submit a request for a postponement of the oral hearing in accordance with the preceding Paragraph 1, the arbitral tribunal shall decide whether to accept such a request.
3. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement of such oral hearing, shall not be subject to the time periods specified in the preceding Paragraph 1.

Article 73 Record of Oral Hearing

1. The arbitral tribunal shall make a written record of the oral hearing. Any party or participant in the arbitration may apply for a correction upon finding any omission or mistake in the record regarding its own statements. If the application is denied by the arbitral tribunal, it shall nevertheless be recorded and kept with the file.
2. The written record shall be signed or sealed by the arbitrator(s), the recorder, the parties, and any other participant in the arbitration.

Article 74 Time Period for Rendering Award

1. The arbitral tribunal shall render an arbitral award within four (4) months from the date on which the arbitral tribunal is formed.
2. Upon the request of the arbitral tribunal, the President of the Arbitration Court may extend the time period if he/she considers it truly necessary and the reasons for the extension truly justified.
3. Any suspension period shall be excluded when calculating the time period in the preceding Paragraph 1.

Article 75 Context Reference

The relevant provisions in the other Chapters of these Rules, with the exception of Chapter VI, shall apply to matters not covered in this Chapter.

Chapter VI Special Provisions for Hong Kong Arbitration

Article 76 Application

1. CIETAC has established the CIETAC Hong Kong Arbitration Center in the Hong Kong Special Administrative Region. The provisions of this Chapter shall apply to arbitration cases accepted and administered by the CIETAC Hong Kong Arbitration Center.
2. Where the parties have agreed to submit their disputes to the CIETAC Hong Kong Arbitration Center for arbitration or to CIETAC for arbitration in Hong Kong, the CIETAC Hong Kong Arbitration Center shall accept the arbitration application and administer

the case.

Article 77 Place of Arbitration and Law Applicable to the Arbitral Proceedings

Unless otherwise agreed by the parties, for an arbitration administered by the CIETAC Hong Kong Arbitration Center, the place of arbitration shall be Hong Kong, the law applicable to the arbitral proceedings shall be the arbitration law of Hong Kong, and the arbitral award shall be a Hong Kong award.

Article 78 Decision on Jurisdiction

Any objection to an arbitration agreement and/or the jurisdiction over an arbitration case shall be raised in writing no later than the submission of the first substantive defense.

The arbitral tribunal shall have the power to determine the existence and validity of the arbitration agreement and its jurisdiction over the arbitration case.

Article 79 Nomination or Appointment of Arbitrator

The CIETAC Panel of Arbitrators in effect shall be recommended in arbitration cases administered by the CIETAC Hong Kong Arbitration Center. The parties may nominate arbitrators from outside the CIETAC's Panel of Arbitrators. An arbitrator so nominated shall be subject to the confirmation of the Chairman of CIETAC.

Article 80 Interim Measures and Emergency Relief

1. Unless otherwise agreed by the parties, the arbitral tribunal has the power to order appropriate interim measures at the request of a party.

2. Where the arbitral tribunal has not yet been formed, a party may apply for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures (Appendix III) .

Article 81 Seal on Award

The seal of the CIETAC Hong Kong Arbitration Center shall be affixed to the arbitral award.

Article 82 Arbitration Fees

The CIETAC Arbitration Fee Schedule III (Appendix II) shall apply to the arbitration cases accepted and administered in accordance with this Chapter.

Article 83 Context Reference

The relevant provisions in the other Chapters of these Rules, with the exception of Chapter V, shall apply to matters not covered in this Chapter.

Chapter VII Supplementary Provisions

Article 84 Language

1. Where the parties have agreed on the language of arbitration, their agreement shall prevail.
2. In the absence of such agreement, the language of arbitration shall be Chinese. CIETAC may also designate one or more language(s) as the language(s) of arbitration after taking into proper consideration of all the circumstances of the case including the language(s) of the contract. The arbitral tribunal, after it is formed, may redesignate the language(s) to be used in the proceedings having regard to the

circumstances of the case.

3. If a party or its representative(s) or witness(es) requires interpretation at an oral hearing, an interpreter may be provided either by the Arbitration Court or by the party.
4. The arbitral tribunal or the Arbitration Court may, if it considers it necessary, require the parties to submit a corresponding translation of their documents and evidence into Chinese or other languages.

Article 85 Arbitration Fees and Costs

1. Apart from the arbitration fees charged in accordance with its Arbitration Fee Schedule, CIETAC may charge the parties for any other additional and reasonable actual costs, including but not limited to arbitrators' special remuneration, their travel and accommodation expenses incurred in dealing with the case, engagement fees of stenographers, as well as the costs and expenses of experts, appraisers or interpreters appointed by the arbitral tribunal.

The special remuneration of an arbitrator may be based on an hourly rate, if agreed by the parties or proposed by the arbitrator with the consent of the party or parties concerned after consulting the Arbitration Court, and may be determined with reference to the standards set forth in Article III, Paragraph B Arbitrator's Fees and Expenses (Based on an Hourly Rate) of the CIETAC Arbitration Fee Schedule III (Appendix II) .

2. Where a party has nominated an arbitrator but fails to advance a deposit for such actual costs as the special remuneration, travel and accommodation expenses of the nominated arbitrator within the time period specified by CIETAC, the party shall be deemed not

to have nominated the arbitrator.

3. Where the parties have agreed to hold an oral hearing at a place other than the domicile of CIETAC or its relevant sub-commission/arbitration center, they shall advance a deposit for the actual costs such as travel and accommodation expenses incurred thereby. In the event that the parties fail to do so within the time period specified by CIETAC, the oral hearing shall be held at the domicile of CIETAC or its relevant sub-commission/arbitration center.
4. Where the parties have agreed to use two or more than two languages as the languages of arbitration, or where the parties have agreed on a three-arbitrator tribunal in a case where the Summary Procedure shall apply in accordance with Article 59 of these Rules, CIETAC may charge the parties for any additional and reasonable costs.
5. When providing *ad hoc* arbitration service to the parties in accordance with Paragraph 7 of Article 2 of these Rules, CIETAC may, taking into account of the request of the parties and the circumstances of the case, and after consulting with the parties, decide to charge the parties relevant arbitration fees and notify the parties to pay within a specified time period. Where the parties fail to pay or pay in full, CIETAC may suspend its *ad hoc* arbitration service in whole or in part, and the relevant service request of the parties may be deemed to have been withdrawn.

Article 86 Limitation of Liability

CIETAC, its staff members, the arbitrators, the emergency arbitrators and relevant persons engaged by the arbitral tribunal, shall not bear any civil liability to any person for any act, including any negligence,

action or omission, in connection with any arbitration under these Rules, and shall not bear any obligation to testify, unless otherwise provided in the law applicable to the arbitration.

Article 87 Interpretation

1. The headings of the articles in these Rules shall not be construed as interpretations of the contents of the provisions contained therein.
2. These Rules shall be interpreted by CIETAC.

Article 88 Coming into Force

These Rules shall be effective as of January 1, 2024. For cases administered by CIETAC or its sub-commissions/ arbitration centers before these Rules come into force, the Arbitration Rules effective at the time of acceptance shall apply, or where both parties agree, these Rules shall apply.

Appendix I

Directory of China International Economic and Trade Arbitration Commission and its Sub-Commissions/Arbitration Centers

China International Economic and Trade Arbitration Commission (CIETAC)

Add: 6/F, CCOIC Building, No.2 Huapichang Hutong,
Xicheng District, Beijing, 100035, P.R. China

Tel: 86 10 82217788

Fax: 86 10 82217766/64643500

Email: info@cietac.org

Website: <http://www.cietac.org>

CIETAC South China Sub-Commission

Add: 12F, Tower 2, Kerry Plaza, 1 Zhong Xin Si Road,
Futian District, Shenzhen 518046, Guangdong
Province, P.R.China

Tel: 86 755 88286848

Fax: 86 755 88286861

Email: infosz@cietac.org

Website: <http://www.cietac-sc.org>

CIETAC Shanghai Sub-Commission

(CIETAC Shanghai International Arbitration Centers for Securities / Futures and Financial Disputes)

Add: 16F, Century Link Tower 1, No. 1198 Century
Avenue, Pudong New Area, Shanghai 200122, P.R.
China

Tel: 86 21 60137688

Fax: 86 21 60137689

Email: infosh@cietac.org

Website: <http://www.cietacshanghai.org>

CIETAC Tianjin Sub-commission
(CIETAC Tianjin International Economic and
Financial Arbitration Center)

Add: 1803/1804, 18F, Wanhai Building, Tianjin Wanda Center, the Intersection of Six Weft Road and No.8 Dazhigu Road, Hedong District, Tianjin 300170, P.R. China

Tel: 86 22 66285688

Fax: 86 22 66285678

Email: tianjin@cietac.org

Website: <http://www.cietac-tj.org>

CIETAC Southwest Sub-Commission

Add: Rm 15-5 & 15-6, 15F, NO.1 Lifan Center, Juxianyan Plaza, Jiangbeizui, Chongqing 400024, P.R. China

Tel: 86 23 67860011

Fax: 86 23 67860022

Email: cietac-sw@cietac.org

Website: <http://www.cietacsw.org.cn>

CIETAC Hong Kong Arbitration Center

Add: Room 503, 5/F, West Wing, Justice Place, 11 Ice House Street, Central, Hong Kong

Tel: 852 25298066

Fax: 852 25298266

Email: hk@cietac.org

Website: <http://www.cietachk.org.cn>

CIETAC Zhejiang Sub-Commission

Add: 10/F, Building A, Second Light Industry Building, Yan'an Road, Hangzhou 310006, Zhejiang Province, P.R. China

Tel: 86 571 28169009

Fax: 86 571 28169010

Email: zj@cietac.org

Website: <http://www.cietac-zj.org>

CIETAC Hubei Sub-Commission

Add: 11/F, Building B, Hubei Technology Innovation Towers, No. 34 Xiaohongshan East Road, Wuchang District, Wuhan 430070, Hubei Province, P.R. China

Tel: 86 27 87639292

Fax: 86 27 87639269

Email: hb@cietac.org

Website: <http://www.cietac-hb.org>

CIETAC Fujian Sub-Commission (Fujian FTZ Arbitration Center)

Add: Rm 1602, 16F, Sunshine City Times Square, 357 Xiangban Street, Northern Minjiang CBD, Taijiang District, Fuzhou 350002, Fujian Province, P.R. China

Tel: 86 591 87600275

Fax: 86 591 87600330

Email: cietac-fj@cietac.org

Website: <http://www.cietac-fj.org>

CIETAC Jiangsu Arbitration Center

Add: 31/F, Deji Mansion, No.188 Changjiang Road, Xuanwu District, Nanjing 210018, Jiangsu Province, P.R. China

Tel: 86 25 69515388

Fax: 86 25 69515390

Email: js@cietac.org

Website: <http://www.cietacjs.org.cn>

CIETAC Silk Road Arbitration Center

Add: 22/F, Building 5, Digital China Industrial Park, No. 20 Zhangba Fourth Road, Xi'an Hi-Tech Zone, Xi'an 710075, Shaanxi Province, P. R. China

Tel: 86 29 81119935

Fax: 86 29 81118163

Email: infosr@cietac.org

Website: <http://www.cietac.org>

CIETAC Sichuan Sub-Commission **(Chengdu International Arbitration Center)**

Add: 12/F, Center for China-Europe Cooperation (CCEC),
No.1577 Tianfu Avenue Middle, High-Tech Zone,
Chengdu 610041, Sichuan Province, P. R. China

Tel: 86 28 83180751

Fax: 86 28 83199659

Email: sichuan@cietac.org

CIETAC Shandong Sub-Commission

Add: Rm 301, 304, 3/F, Yinfeng Fortune Plaza B,
No.1 Long'ao West Road, Jinan 250102, Shandong
Province, P.R. China

Tel: 86 531 81283380

Fax: 86 531 81283390

Email: sdinfo@cietac.org

Website: <http://www.cietacsd.org.cn>

CIETAC European Arbitration Centre

Add: Mariahilfer Str.47/1/3, 1060 Vienna, Austria

Tel: 43 (1) 581 4744

Fax: 43 (1) 581 4744 10

Email: infoeu@cietac.org

Website: <https://www.cietac-eu.org>

CIETAC North American Arbitration Center

Email: infous@cietac.org

CIETAC Hainan Arbitration Center

Add: Room 1306, 13F, Windows to Global Trade
Building, 15A Guoxing Avenue, Meilan District,
Haikou 570100, Hainan Province, P.R. China

Tel: 86 898 3638 8800/ 3638 8877

Fax: 86 898 3638 8877

Email: hn@cietac.org

Website: <http://www.cietac.org>

CIETAC Xiong'an Sub-Commission

Add: Comprehensive Management Service Center, Xiong'an
Pilot Free Trade Zone, Hebei Province, P.R. China
(under construction)

Tel: 86 10 82217788

Email: infoxa@cietac.org

Appendix II

China International Economic and Trade Arbitration Commission Arbitration Fee Schedule I

(This fee schedule applies to arbitration cases accepted under Items (a) and (b) , Paragraph 2 of Article 3 of the Arbitration Rules)

Amount in Dispute (RMB)	Arbitration Fee (RMB)
Up to 1,000,000	4% of the amount, minimum 10,000
From 1,000,001 to 2,000,000	40,000 + 3.5% of the amount over 1,000,000
From 2,000,001 to 5,000,000	75,000 + 2.5% of the amount over 2,000,000
From 5,000,001 to 10,000,000	150,000 + 1.5% of the amount over 5,000,000
From 10,000,001 to 100,000,000	225,000 + 1% of the amount over 10,000,000
From 100,000,001 to 300,000,000	1,125,000 + 0.65% of the amount over 100,000,000
From 300,000,001 to 1,000,000,000	2,425,000 + 0.60% of the amount over 300,000,000
From 1,000,000,001 to 2,000,000,000	6,625,000 + 0.45% of the amount over 1,000,000,000
Over 2,000,000,001	11,125,000 + 0.4% of the amount over 2,000,000,000, and the arbitration fee will be capped for the amount over 3,000,000,000

1. When a case is accepted, an additional amount of RMB 10,000 shall be charged as the registration fee, which shall include the expenses for examining the application for arbitration, initiating the arbitral proceedings, computerizing management and filing documents.
2. The amount in dispute referred to in this Schedule shall be based on the sum of money claimed by the Claimant. If the amount claimed is different from the actual amount in dispute, the actual amount in dispute shall be the basis for calculation.
3. Where the amount in dispute is not ascertained at the time of applying for arbitration, or where special circumstances exist, the amount of the arbitration fee shall be determined by CIETAC.
4. Where the arbitration fee is to be charged in a foreign currency, the amount in the foreign currency shall be equivalent to the corresponding amount in RMB as specified in this Schedule.
5. Apart from charging the arbitration fee according to this Schedule, CIETAC may also collect other additional and reasonable actual expenses pursuant to the relevant provisions of the Arbitration Rules.

China International Economic and Trade Arbitration Commission Arbitration Fee Schedule II

(This fee schedule applies to arbitration cases accepted under Item
(c) , Paragraph 2 of Article 3 of the Arbitration Rules)

I. Registration Fee

Amount in Dispute (RMB)	Registration Fee (RMB)
Up to 100,000	4% of the amount, minimum 100
From 100,001 to 500,000	4,000 + 2% of the amount over 100,000
From 500,001 to 1,000,000	12,000 + 1% of the amount over 500,000
From 1,000,001 to 50,000,000	17,000 + 0.5% of the amount over 1,000,000
From 50,000,001 to 300,000,000	262,000 + 0.48% of the amount over 50,000,000
From 300,000,001 to 1,000,000,000	1,462,000+ 0.46% of the amount over 300,000,000
From 1,000,000,001 to 2,000,000,000	4,682,000 + 0.42% of the amount over 1,000,000,000
Over 2,000,000,001	8,882,000 + 0.4% of the amount over 2,000,000,000, and the registration fee will be capped for the amount over 3,000,000,000

II. Handling Fee

Amount in Dispute (RMB)	Handling Fee (RMB)
Up to 200,000	Minimum 6,000
From 200,001 to 500,000	6,000 + 2% of the amount over 200,000
From 500,001 to 1,000,000	12,000 + 1.5% of the amount over 500,000
From 1,000,001 to 5,000,000	19,500 + 0.45% of the amount over 1,000,000
From 5,000,001 to 20,000,000	37,500 + 0.3% of the amount over 5,000,000
From 20,000,001 to 100,000,000	82,500 + 0.2% of the amount over 20,000,000
From 100,000,001 to 1,000,000,000	242,500 + 0.1% of the amount over 100,000,000
Over 1,000,000,001	1,142,500 + 0.03% of the amount over 1,000,000,000, and the handling fee will be capped for the amount over 3,000,000,000

1. The amount in dispute referred to in this Schedule shall be based on the sum of money claimed by the Claimant. If the amount claimed is different from the actual amount in dispute, the actual amount in dispute shall be the basis for calculation.
2. Where the amount in dispute is not ascertained at the time of applying for arbitration, or where special circumstances exist, the amount of the arbitration fee deposit shall be determined by CIETAC in consideration of the specific rights and interests involved in the dispute.
3. Apart from charging the arbitration fee according to this Schedule, CIETAC may also collect other additional and reasonable actual expenses pursuant to the relevant provisions of the Arbitration Rules.

China International Economic and Trade Arbitration Commission Arbitration Fee Schedule III

(This fee schedule applies to arbitration cases administered by the CIETAC Hong Kong Arbitration Center under Chapter VI of the Arbitration Rules)

I. Registration Fee

When submitting a Request for Arbitration to the CIETAC Hong Kong Arbitration Center, the Claimant shall pay a registration fee of HKD 8,000, which shall include the expenses for examining the application for arbitration, initiating the arbitral proceedings, computerizing management, filing documents and labor costs. The registration fee is not refundable.

II. Administrative Fee

1. Administrative Fee Table

Amount in Dispute (HKD)	Administrative Fee (HKD)
Up to 500,000	25,000
From 500,001 to 1,000,000	25,000 + 2% of the amount over 500,000
From 1,000,001 to 5,000,000	35,000 + 1.6% of the amount over 1,000,000
From 5,000,001 to 10,000,000	99,000 + 0.8% of the amount over 5,000,000
From 10,000,001 to 20,000,000	139,000 + 0.5% of the amount over 10,000,000
From 20,000,001 to 40,000,000	189,000 + 0.2% of the amount over 20,000,000
From 40,000,001 to 80,000,000	229,000 + 0.15% of the amount over 40,000,000

Amount in Dispute (HKD)	Administrative Fee (HKD)
From 80,000,001 to 400,000,000	289,000 + 0.05% of the amount over 80,000,000
From 400,000,001 to 1,000,000,000	449,000 + 0.02% of the amount over 400,000,000
Over 1,000,000,001	569,000 + 0.005% of the amount over 1,000,000,000, maximum 600,000

2. The administrative fee includes the remuneration of the case manager and the costs of using oral hearing rooms of CIETAC and/or its sub-commissions/arbitration centers.
3. Claims and counterclaims are aggregated for the determination of the amount in dispute. Where the amount in dispute is not ascertained at the time of applying for arbitration, or where special circumstances exist, the amount of the administrative fee shall be determined by CIETAC taking into account the circumstances of the case.
4. Apart from charging the administrative fee according to this Table, the CIETAC Hong Kong Arbitration Center may also collect other additional and reasonable actual expenses pursuant to the relevant provisions of the Arbitration Rules, including but not limited to translation fees, written record fees, and the costs of using oral hearing rooms other than those of CIETAC and/or its sub-commissions/arbitration centers.
5. Where the registration fee and the administrative fee are to be charged in a currency other than HKD, the CIETAC Hong Kong Arbitration Center shall charge an amount of the foreign currency equivalent to the corresponding amount in HKD as specified in this Table.

III. Arbitrator's Fees and Expenses

A. Arbitrator's Fees and Expenses (Based on the Amount in Dispute)

1. Arbitrator's Fees Table

Amount in Dispute (HKD)	Arbitrator's Fees(HKD, per arbitrator)	
	Minimum	Maximum
Up to 500,000	15,000	60,000
From 500,001 to 1,000,000	15,000 + 2.30% of the amount over 500,000	60,000 + 8.50% of the amount over 500,000
From 1,000,001 to 5,000,000	26,500 + 0.80% of the amount over 1,000,000	102,500 + 4.3% of the amount over 1,000,000
From 5,000,001 to 10,000,000	58,500 + 0.60% of the amount over 5,000,000	274,500 + 2.30% of the amount over 5,000,000
From 10,000,001 to 20,000,000	88,500 + 0.35% of the amount over 10,000,000	389,500 + 1.00% of the amount over 10,000,000
From 20,000,001 to 40,000,000	123,500 + 0.20% of the amount over 20,000,000	489,500 + 0.65% of the amount over 20,000,000
From 40,000,001 to 80,000,000	163,500 + 0.07% of the amount over 40,000,000	619,500 + 0.35% of the amount over 40,000,000
From 80,000,001 to 200,000,000	191,500 + 0.05% of the amount over 80,000,000	759,500 + 0.25% of the amount over 80,000,000
From 200,000,001 to 400,000,000	251,500 + 0.03% of the amount over 200,000,000	1,059,500 + 0.15% of the amount over 200,000,000

Amount in Dispute (HKD)	Arbitrator's Fees(HKD, per arbitrator)	
	Minimum	Maximum
From 400,000,001 to 600,000,000	311,500 + 0.02% of the amount over 400,000,000	1,359,500 + 0.12% of the amount over 400,000,000
From 600,000,001 to 750,000,000	351,500 + 0.01% of the amount over 600,000,000	1,599,500 + 0.10% of the amount over 600,000,000
Over 750,000,001	366,500 + 0.008% of the amount over 750,000,000	1,749,500 + 0.06% of the amount over 750,000,000

2. Unless otherwise stipulated in this Schedule, the arbitrator's fees shall be determined by CIETAC in accordance with the above Table taking into account the circumstances of the case. The arbitrator's expenses shall include all reasonable actual expenses incurred from the arbitrator's arbitration activities.
3. The arbitrator's fees may exceed the corresponding maximum amount listed in the Table provided that the parties so agree in writing or CIETAC so determines under exceptional circumstances.
4. The parties shall advance the payment of the arbitrator's fees and expenses determined by CIETAC to the CIETAC Hong Kong Arbitration Center. Subject to the approval of the CIETAC Hong Kong Arbitration Center, the parties may pay the arbitrator's fees and expenses in installments. The parties shall be jointly and severally liable for the payment of the arbitrator's fees and expenses.
5. Claims and counterclaims are aggregated for the determination of the amount in dispute. Where the amount in dispute is not ascertainable, or where special circumstances exist, the amount of the arbitrator's fees shall be determined by CIETAC taking into account the circumstances of the case.

B. Arbitrator's Fees and Expenses (Based on an Hourly Rate)

1. Where the parties have agreed in writing that the arbitrator's fees and expenses are to be based on an hourly rate, their agreement shall prevail. The arbitrator is entitled to fees based on an hourly rate for all the reasonable efforts devoted in the arbitration. The arbitrator's expenses shall include all reasonable actual expenses incurred from the arbitrator's arbitration activities.
2. Where a party applies for the Emergency Arbitrator Procedures, the emergency arbitrator's fees shall be based on an hourly rate.
3. The hourly rate for each co-arbitrator shall be the rate agreed upon by that co-arbitrator and the nominating party. The hourly rate for a sole or presiding arbitrator shall be the rate agreed upon by that arbitrator and both parties. Where the hourly rate cannot be agreed upon, or the arbitrator is appointed by the Chairman of CIETAC, the hourly rate of the arbitrator shall be determined by CIETAC. The hourly rate for the emergency arbitrator shall be determined by CIETAC.
4. An agreed or determined hourly rate shall not exceed the maximum rate fixed by CIETAC as provided on the CIETAC website on the date of the submission of the Request for Arbitration. The arbitrator's fees may exceed the fixed maximum rate provided that the parties so agree in writing or CIETAC so determines under exceptional circumstances.
5. The parties shall advance the payment of the arbitrator's fees and expenses to the CIETAC Hong Kong Arbitration Center, which amount shall be fixed by the latter. The parties shall be jointly and severally liable for the payment of the arbitrator's fees and expenses.

C. Miscellaneous

1. In accordance with the decision of the arbitral tribunal, the CIETAC Hong Kong Arbitration Center shall have a lien over the award rendered by the arbitral tribunal so as to secure the payment of the outstanding fees for the arbitrators and all the expenses due. After all such fees and expenses have been paid in full jointly or by one of the parties, the CIETAC Hong Kong Arbitration Center shall release such award to the parties according to the decision of the arbitral tribunal.
2. Where the arbitrator's fees and expenses are to be charged in a currency other than HKD, the CIETAC Hong Kong Arbitration Center shall charge an amount of the foreign currency equivalent to the corresponding amount in HKD as specified in this Schedule.

Appendix III

China International Economic and Trade Arbitration Commission Emergency Arbitrator Procedures

Article 1 Application for the Emergency Arbitrator Procedures

1. A party requiring emergency relief may apply for the Emergency Arbitrator Procedures based upon the applicable law or the agreement of the parties.
2. The party applying for the Emergency Arbitrator Procedures (the “Applicant”) shall submit its Application for the Emergency Arbitrator Procedures to the Arbitration Court or the arbitration court of the relevant sub-commission/ arbitration center of CIETAC administering the case prior to the formation of the arbitral tribunal.
3. The Application for the Emergency Arbitrator Procedures shall include the following information:
 - (a) the names and other basic information of the parties involved in the Application;
 - (b) a description of the underlying dispute giving rise to the Application and the reasons why emergency relief is required;
 - (c) a statement of the emergency measures sought and the reasons why the applicant is entitled to such emergency relief;
 - (d) other necessary information required to apply for the emergency relief; and
 - (e) comments on the applicable law and the language of the Emergency Arbitrator Procedures.

When submitting its Application, the Applicant shall attach the relevant documentary and other evidence on which the Application is based, including but not limited to the arbitration agreement and any other agreements giving rise

to the underlying dispute.

The Application, evidence and other documents shall be submitted in triplicate. Where there are multiple parties, additional copies shall be provided accordingly.

4. The Applicant shall advance the costs for the Emergency Arbitrator Procedures.
5. Where the parties have agreed on the language of arbitration, such language shall be the language of the Emergency Arbitrator Procedures. In the absence of such agreement, the language of the Procedures shall be determined by the Arbitration Court.

Article 2 Acceptance of Application and Appointment of the Emergency Arbitrator

1. After a preliminary review on the basis of the Application, the arbitration agreement and relevant evidence submitted by the Applicant, the Arbitration Court shall decide whether the Emergency Arbitrator Procedures shall apply. If the Arbitration Court decides to apply the Emergency Arbitrator Procedures, the President of the Arbitration Court shall appoint an emergency arbitrator within one (1) day from his/her receipt of both the Application and the advance payment of the costs for the Emergency Arbitrator Procedures.
2. Once the emergency arbitrator has been appointed by the President of the Arbitration Court, the Arbitration Court shall promptly transmit the Notice of Acceptance and the Applicant's application file to the appointed emergency arbitrator and the party against whom the emergency measures are sought, meanwhile copying the Notice of Acceptance to each of the other parties to the arbitration and the Chairman of CIETAC.

Article 3 Disclosure and Challenge of the Emergency Arbitrator

1. An emergency arbitrator shall not represent either party, and shall be and remain independent of the parties and treat them equally.
2. Upon acceptance of the appointment, an emergency arbitrator shall sign a Declaration and disclose to the Arbitration Court any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence. If circumstances that need to be disclosed arise during the Emergency Arbitrator Procedures, the emergency arbitrator shall promptly disclose such circumstances in writing.
3. The Declaration and/or the disclosure of the emergency arbitrator shall be communicated to the parties by the Arbitration Court.
4. Upon receipt of the Declaration and/or the written disclosure of an emergency arbitrator, a party wishing to challenge the arbitrator on the grounds of the facts or circumstances disclosed by the emergency arbitrator shall forward the challenge in writing within two (2) days from the date of such receipt. If a party fails to file a challenge within the above time period, it may not subsequently challenge the emergency arbitrator on the basis of the matters disclosed by the emergency arbitrator. Where a party becomes aware of a reason for a challenge thereafter, the party may challenge the emergency arbitrator in writing within two (2) days after such reason has become known, but no later than the formation of the arbitral tribunal.
5. A party which has justifiable doubts as to the impartiality or independence of the appointed emergency arbitrator may challenge that emergency arbitrator in writing and shall state the facts and reasons on which the challenge is based with supporting evidence.
6. The President of the Arbitration Court shall make a final

decision on the challenge of the emergency arbitrator. If the challenge is accepted, the President of the Arbitration Court shall reappoint an emergency arbitrator within one (1) day from the date of the decision confirming the challenge, and copy the decision to the Chairman of CIETAC. The emergency arbitrator who has been challenged shall continue to perform his/her functions until a final decision on the challenge has been made.

The disclosure and challenge proceedings shall apply equally to the reappointed emergency arbitrator.

7. Unless otherwise agreed by the parties, the emergency arbitrator shall not accept nomination or appointment to act as a member of the arbitral tribunal in any arbitration relating to the underlying dispute.

Article 4 Place of the Emergency Arbitrator Proceedings

Unless otherwise agreed by the parties, the place of the emergency arbitrator proceedings shall be the place of arbitration, which is determined in accordance with Article 7 of the Arbitration Rules.

Article 5 The Emergency Arbitrator Proceedings

1. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within a time as short as possible, best within two (2) days from his/her acceptance of the appointment. The emergency arbitrator shall conduct the proceedings in the manner the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the emergency relief, and shall ensure that each party has a reasonable opportunity to present its case.
2. The emergency arbitrator may order the provision of appropriate security by the party seeking the emergency relief as the precondition of taking emergency measures.

3. The power of the emergency arbitrator and the emergency arbitrator proceedings shall cease on the date of the formation of the arbitral tribunal.
4. The emergency arbitrator proceedings shall not affect the right of the parties to seek interim measures from a competent court pursuant to the applicable law.

Article 6 Decision of the Emergency Arbitrator

1. The emergency arbitrator has the power to make a decision to order or award necessary emergency relief, and shall make every reasonable effort to ensure that the decision is valid.
2. The decision of the emergency arbitrator shall be made within fifteen (15) days from the date of that arbitrator's acceptance of the appointment. The President of the Arbitration Court may extend the time period upon the request of the emergency arbitrator only if the President of the Arbitration Court considers it reasonable.
3. The decision of the emergency arbitrator shall state the reasons for taking the emergency measures, be signed by the emergency arbitrator and stamped with the seal of the Arbitration Court or the arbitration court of its relevant sub-commission/arbitration center.
4. The decision of the emergency arbitrator shall be binding upon both parties. A party may seek enforcement of the decision from a competent court pursuant to the relevant law provisions of the enforcing state or region. Upon a reasoned request of a party, the emergency arbitrator or the arbitral tribunal to be formed may modify, suspend or terminate the decision.
5. The emergency arbitrator may decide to dismiss the application of the Applicant and terminate the emergency arbitrator proceedings, if that arbitrator considers that circumstances exist where emergency measures are unnecessary or unable to be taken for various reasons.

6. The decision of the emergency arbitrator shall cease to be binding:
- (a) if the emergency arbitrator or the arbitral tribunal terminates the decision of the emergency arbitrator;
 - (b) if the President of the Arbitration Court decides to accept a challenge against the emergency arbitrator;
 - (c) upon the rendering of a final award by the arbitral tribunal, unless the arbitral tribunal decides that the decision of the emergency arbitrator shall continue to be effective;
 - (d) upon the Applicant's withdrawal of all claims before the rendering of a final award;
 - (e) if the arbitral tribunal is not formed within ninety (90) days from the date of the decision of the emergency arbitrator. This period of time may be extended by agreement of the parties or by the Arbitration Court under circumstances it considers appropriate; or
 - (f) if the arbitration proceedings have been suspended for sixty (60) consecutive days after the formation of the arbitral tribunal.

Article 7 Costs of the Emergency Arbitrator Proceedings

1. The Applicant shall advance an amount of RMB 30,000 as the costs of the emergency arbitrator proceedings, consisting of the remuneration of the emergency arbitrator and the administrative fee of CIETAC. The Arbitration Court may require the Applicant to advance any other additional and reasonable actual costs.

A party applying to the CIETAC Hong Kong Arbitration Center for emergency relief shall advance the costs of the emergency arbitrator proceedings in accordance with the CIETAC Arbitration Fee Schedule III (Appendix II).

2. The emergency arbitrator shall determine in its decision

in what proportion the costs of the emergency arbitrator proceedings shall be borne by the parties, subject to the power of the arbitral tribunal to finally determine the allocation of such costs at the request of a party.

3. The Arbitration Court may fix the amount of the costs of the emergency arbitrator proceedings refundable to the Applicant if such proceedings terminate before the emergency arbitrator has made a decision.

Article 8 Miscellaneous

These rules for the Emergency Arbitrator Procedures shall be interpreted by CIETAC.

**STATE COUNCIL' S OFFICIAL REPLY
CONCERNING THE RENAMING OF
THE FOREIGN ECONOMIC AND TRADE
ARBITRATION COMMISSION AS THE CHINA
INTERNATIONAL ECONOMIC AND TRADE
ARBITRATION COMMISSION AND THE
AMENDMENT OF ITS ARBITRATION RULES**

June 21, 1988

China Council for the Promotion of
International Trade:

The State Council approves the renaming of the Foreign Economic and Trade Arbitration Commission of your Council as the China International Economic and Trade Arbitration Commission. The existing relationship of its subordination remains unchanged and its scope of handling cases covers all disputes arising from international economic and trade transactions.

The Arbitration Rules of the China International Economic and Trade Arbitration Commission shall be amended by your Council in accordance with China's laws and the international treaties concluded or acceded to by China and with reference to international practice, and then promulgated for implementation after adoption by your Council. Hereafter, any amendments to the Arbitration Rules shall be made by your Council's own decision.

**STATE COUNCIL' S NOTICE
CONCERNING THE CONVERSION
OF THE FOREIGN TRADE
ARBITRATION COMMISSION INTO
THE FOREIGN ECONOMIC AND TRADE
ARBITRATION COMMISSION**

(Beijing, February 26, 1980)

On May 6, 1954, the former Government Administration Council of the Central People's Government adopted a decision in accordance with which the Foreign Trade Arbitration Commission was set up within the China Council for the Promotion of International Trade. To meet the needs of the constant development of China's economic and trade relations with foreign countries, it is hereby decided that the Foreign Trade Arbitration Commission shall be converted into the Foreign Economic and Trade Arbitration Commission and its scope of taking cognizance of disputes may be enlarged to the extent that covers the disputes arising from various kinds of China's economic cooperation with foreign countries, such as joint ventures using Chinese and foreign investment, foreign investment to build factories in China, credits and loans between Chinese and foreign banks, etc., and that the number of members of the Commission may appropriately increase to suit the expansion of work.

DECISION
OF THE GOVERNMENT ADMINISTRATION
COUNCIL OF THE CENTRAL PEOPLE'S
GOVERNMENT CONCERNING THE
ESTABLISHMENT OF A FOREIGN TRADE
ARBITRATION COMMISSION WITHIN THE
CHINA COUNCIL FOR THE PROMOTION OF
INTERNATIONAL TRADE

(Adopted on May 6, 1954 at the 215th session of the Government
Administration Council)

With a view to settling by way of arbitration any dispute that may arise in relation to foreign trade, it is necessary to set up an arbitral body within a social organization concerned with foreign trade. It is hereby decided as follows:

1. There shall be established within the China Council for the Promotion of International Trade a Foreign Trade Arbitration Commission (hereinafter referred to as the Arbitration Commission) to settle such disputes as may arise from contracts and transactions in foreign trade, particularly disputes between foreign firms, companies or other economic organizations on the one hand and Chinese firms, companies or other economic organizations on the other.
2. The Arbitration Commission exercises jurisdiction for the arbitration of disputes in foreign trade in accordance with the relevant contracts, agreements and/or other documents concluded between the disputing parties.

3. The Arbitration Commission shall be composed of 15 to 21 members to be selected and appointed by the China Council for the Promotion of International Trade for a term of one year from among persons having special knowledge and experience in foreign trade, commerce, industry, agriculture, transportation, insurance and other related matters as well as in law.
4. The Arbitration Commission shall elect a Chairman and two Deputy Chairmen from among its members.
5. When a case of dispute is submitted for arbitration, the disputing parties shall each choose an arbitrator from among the members of the Arbitration Commission. The arbitrators so chosen shall also select the presiding arbitrator within the time limit fixed by the Arbitration Commission. If one of the parties fails to choose an arbitrator within the prescribed time limit, the Chairman of the Arbitration Commission shall, upon the request of the other party, appoint the arbitrator on the former's behalf. In case the arbitrators so chosen or appointed cannot agree upon the choice of the presiding arbitrator within the prescribed time limit, the Chairman of the Arbitration Commission shall select a presiding arbitrator for them.
6. Either of the parties in dispute may authorize the Arbitration Commission to choose for him an arbitrator who shall, jointly with the arbitrator chosen by the other party, select a presiding arbitrator to arbitrate the disputed case in association with the arbitrators. If, by mutual agreement, both parties jointly delegate the choice

of arbitrators to the Arbitration Commission, the Chairman of the Arbitration Commission may appoint a sole arbitrator to conduct the proceedings singly.

7. The disputing parties may appoint attorneys to defend their interests during the proceedings of a case before the Arbitration Commission.

Such attorneys may be citizens of the People's Republic of China or foreign citizens.

8. During the proceedings of a case, the Arbitration Commission may, for the purpose of safeguarding the interests of the disputing parties, prescribe provisional measures concerning the materials, property rights and/or other matters appertaining to the parties.
9. To compensate for the costs of arbitration, the Arbitration Commission may collect a fee not exceeding one percent of the amount of the claim.
10. The award given by the Arbitration Commission is final and neither party shall bring an appeal for revision before a court of law or any other organization.
11. The award of the Arbitration Commission shall be executed by the parties themselves within the time limit fixed by the award. In case an award is not executed after the expiration of the fixed time limit, the People's Courts of the People's Republic of China shall, upon the request of one of the parties, enforce it in accordance with law.

12. Rules concerning the procedure of arbitration shall be made by the China Council for the Promotion of International Trade.