



# AD HOC ARBITRATION RULES

Adopted at the 6th Meeting of the 15th  
Standing Council of China  
Maritime Law Association  
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## ***Ad Hoc* Arbitration Model Arbitration Clause**

Any dispute arising from or in connection with this contract shall be resolved by arbitration in accordance with China Maritime Law Association (CMLA) *Ad Hoc* Arbitration Rules.

Recommended additions:

The arbitral tribunal shall be composed of [...] arbitrator(s).

The seat of arbitration shall be [...].

The language of the arbitration shall be [...].

The arbitration agreement shall be governed by the law of [...].

The contract shall be governed by the law of [...].

The appointing authority shall be [...].



**China Maritime Law Association  
(CMLA)  
*Ad Hoc* Arbitration Rules**

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# Chapter I General Provisions

## Article 1 Application of these Rules

1. Where the parties agree to refer their dispute to arbitration under the CMLA *Ad Hoc* Arbitration Rules (“these Rules”), these Rules shall apply.
2. Where the parties agree on any modification of these Rules, the parties’ agreement shall prevail unless such agreement is inoperative or in conflict with any mandatory provisions of the laws of the seat of arbitration.
3. These Rules shall apply to the extent that such rules are not in conflict with any mandatory provisions of the laws of the seat of arbitration.

## Article 2 Service of Documents and Time Period

1. Unless otherwise agreed by the parties, all documents, notices, letters and submissions in relation to the arbitration may be physically delivered to the addressee, or served by post, fax, email, such instant telecommunication as recordable by data system, or by any other means considered as appropriate by the arbitral tribunal.
2. Any arbitration document communicated to the addressee shall be deemed to have been properly served on the addressee if it is physically delivered to the addressee, or the place of business, place of registration, domicile, habitual residence or postal address of the addressee, or, where after reasonable inquiry by the other party none of the aforesaid addresses can be found, delivered at the last known place of business, place of registration, domicile, habitual residence or postal address

of the addressee.

3. Time of service in accordance with Paragraph 2 of this Article shall be deemed the time of receipt by the addressee. For documents served by electronic means, the time of transmission of documents shall be deemed the time of service.

4. The periods of time specified in these Rules shall commence on the day following the day when the addressee receives or should have received the arbitration documents. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

5. Unless otherwise determined by the arbitral tribunal, all documents submitted by a party to the arbitral tribunal shall be communicated to other parties simultaneously.

### **Article 3 Notice of Arbitration**

1. The party or parties initiating recourse to arbitration (the Claimant) shall communicate to the other party or parties (the Respondent) a Notice of Arbitration.

2. Arbitral proceedings shall be deemed to commence on the date on which the Notice of Arbitration is received by the Respondent.

3. The Notice of Arbitration shall include the following:

- (a) The claim(s);
- (b) The names and contact details of the parties;
- (c) Identification of the arbitration clause/agreement that is invoked;

(d) Identification of any contract or other legal instrument out of or in relation to which the dispute arises;

(e) A brief description of the claim(s), if any, including an indication of the amount in relation to the relief or remedy sought;

(f) A proposal as to the number of arbitrators, language and seat of arbitration, if the parties have not previously agreed thereon.

4. The Notice of Arbitration may also include:

(a) A proposal for the appointing authority referred to in Article 6, Paragraph 1;

(b) A proposal for the number of arbitrators referred to in Article 11, Paragraph 1;

(c) A proposal for the appointment of arbitrator(s) referred to in Article 11, Paragraphs 2 to 3 or Article 12.

5. Any dispute concerning the sufficiency of the Notice of Arbitration shall not hinder the ongoing arbitral proceedings.

#### **Article 4 Response to the Notice of Arbitration**

1. Within fifteen (15) days of the receipt of the Notice of Arbitration, the Respondent shall communicate to the Claimant a Response to the Notice of Arbitration, which shall include:

(a) The name and contact details of each Respondent;

(b) A response to the information set forth in the Notice of Arbitration, pursuant to Article 3, Paragraphs 3 (c) to (f).

2. The Response to the Notice of Arbitration may also include:

(a) A claim against the arbitration agreement and/or the jurisdiction (including subject qualification) to the arbitration;

(b) A proposal for the designation of an appointing authority referred to in Article 6, Paragraph 1;

(c) A proposal for the number of arbitrators referred to in Article 10, Paragraph 1;

(d) A proposal for the appointment of arbitrator(s) referred to in Article 11, Paragraphs 2 to 3 or Article 12;

(e) A brief description of the counterclaims, if any, including an indication of the amount in relation to the relief or remedy sought.

3. Any dispute concerning the sufficiency of the Response to the Notice of Arbitration shall not hinder the ongoing arbitral proceedings.

## **Article 5 Representatives**

Any party may entrust one or more representatives, and shall submit power of attorney to the arbitral tribunal.

## **Article 6 Appointing Authorities**

1. Where the parties have agreed on the choice of an appointing authority, the parties' agreement shall prevail. Where the parties have not agreed thereon, a party may at any time propose the designation of an appointing authority.

2. If all parties have not agreed on the choice of an appointing authority within fifteen (15) days after a proposal made pursuant to Paragraph 1 of this Article has been received by all other parties, the China Maritime Arbitration Commission (CMAC) shall be served as the appointing authority.

3. Where these Rules provide for a period of time within which a party must refer a matter to an appointing authority and no appointing authority has been designated, the period is suspended from the date on which a party initiates the

procedure for designating an appointing authority until the date on which such designation is confirmed.

4. If the appointing authority fails to appoint an arbitrator within fifteen (15) days of the receipt of a party's request to do so, or fails to decide on a challenge to an arbitrator within a reasonable period of time after receiving a party's request to do so, or refuses to act in other circumstances, China Maritime Arbitration Commission (CMAC) shall be served as the substitute appointing authority, and the periods of time shall be re-calculated.

5. In fulfilling its duties under these Rules, the appointing authority may require from any party and the arbitrator(s) the information it considers necessary and give the parties or the arbitrators an opportunity to present their views in any manner it considers appropriate.

6. When the appointing authority is requested to appoint an arbitrator pursuant to Articles 10, 11 or 15, the party making the request shall submit to the appointing authority copies of the Notice of Arbitration and the Response to the Notice of Arbitration, if any.

7. The appointing authority shall take into account any facts or circumstances likely to give rise to justifiable doubts as to the impartiality or independence of the arbitrator or arbitrators appointed.

8. The parties shall abide by the rules which the appointing authority has made on its service for the *Ad Hoc* arbitration.

## **Article 7 Seat of Arbitration**

1. If the parties have agreed on the seat of arbitration, the parties' agreement shall prevail.

2. If the parties have not previously agreed on the seat of arbitration, the seat of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case.

3. The award shall be deemed to have been made at the seat of arbitration.

4. The arbitral tribunal may determine the location for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also determine the location for hearings having regard to the circumstances of the case.

### **Article 8 Language**

1. If the parties have agreed on the language of arbitration, the parties' agreement shall prevail. If the parties have not previously agreed on the language of arbitration, Chinese shall be the language of arbitration. The arbitral tribunal may also determine other languages to be used in the proceedings having regard to the circumstances of the case.

2. The arbitral tribunal may order that any arbitral documents and evidential materials submitted by a party shall be accompanied by a translation into the language of the arbitration if the arbitral tribunal considers it necessary.

### **Article 9 Waiver of Right to Object**

A party shall be deemed to have waived its right to object where it knows or should have known any non-compliance with these Rules or with any requirement of the arbitration agreement but remains participating in or proceeds with the arbitral proceedings without prompt explicit written objection to such non-compliance.

## **Article 10 Applicable Law**

1. If the parties have agreed on the applicable law, the parties' agreement shall prevail. If the parties have not previously agreed thereon, the arbitral tribunal shall determine the applicable law as it considers appropriate having regard to the circumstances of the case.

2. The arbitral tribunal shall fairly and impartially make the award by taking facts and the contract as the basis and the law as the criterion and referring to the established international practice along with any usage of trade applicable to the transaction.

3. Subject to the laws of the seat of arbitration, the arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized the arbitral tribunal to do so.

## Chapter II Arbitral Tribunal

### Article 11 Constitution of the Arbitral Tribunal

1. Where the parties have agreed on the number of the arbitrators, such agreement shall prevail. Where the parties have not previously agreed thereon and the amount in dispute does not exceed RMB 5,000,000, the arbitral tribunal shall be composed of a sole arbitrator. Where the parties have not previously agreed thereon and the amount in dispute exceeds RMB 5,000,000, the arbitral tribunal shall be composed of three arbitrators.

2. Where a sole-arbitrator tribunal is composed on the parties' agreement or according to these Rules, yet the parties have not agreed on the nomination or appointment of the arbitrator, within fifteen (15) days after receipt by the last party of the Notice of Arbitration, the Claimant and the Respondent shall jointly nominate an arbitrator. Where the parties fail to nominate within the above period of time, the appointing authority shall appoint an arbitrator within fifteen (15) days at the request of a party.

3. Where a case is composed of three arbitrators, within fifteen (15) days after receipt of the Notice of Arbitration, the Claimant and Respondent shall each nominate an arbitrator. Within fifteen (15) days after the nomination of the second arbitrator, the third arbitrator shall be jointly nominated by the two arbitrators who have been nominated by the parties. The third arbitrator shall be the Presiding Arbitrator.

Where a party fails within the above period of time to nominate an arbitrator, the appointing authority shall make the appointment within fifteen (15) days at the request of a party.



Where the two nominated/appointed arbitrators have failed to jointly nominate the Presiding Arbitrator within fifteen (15) days after the nomination/appointment of the second arbitrator, the appointing authority shall appoint the Presiding Arbitrator within fifteen (15) days at the request of an arbitrator or a party.

4. Prior to the nomination/appointment of the Presiding Arbitrator, the two nominated/appointed arbitrators have the power to jointly make decisions, orders or awards on matters agreed.

After the nomination/appointment of the Presiding Arbitrator, decisions, orders or awards on any matters shall be made by all three arbitrators or the majority of the arbitrators; if an arbitrator resigns or unable to perform his or her duties, the other two arbitrators may make decisions, orders or awards on such matters on which they have agreed.

Where the arbitral tribunal cannot reach a majority opinion on a matter, the decisions, orders or awards on such matters shall be made in accordance with the Presiding Arbitrator's opinion.

## **Article 12 Tribunal for Multiple Parties**

Where there are two or more Claimants and/or Respondents in an arbitration, unless otherwise agreed by the parties, the Claimants and/or the Respondents, shall jointly nominate one arbitrator pursuant to Article 11.

## **Article 13 Disclosures**

The arbitrator's acceptance of nomination/appointment shall be accompanied by a written disclosure of any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence.

If during the arbitral proceedings matters arise that should be disclosed, the arbitrator shall promptly disclose such in writing to the parties and the other arbitrators.

#### **Article 14 Request an Arbitrator to Withdraw**

1. Upon receipt of an arbitrator's declaration and/or disclosure, a party shall, within ten (10) days after the date of receipt, submit its written request that the arbitrator should withdraw on the grounds of the disclosed facts or circumstances. Where a party fails to raise a request for the arbitrator's withdrawal within the above period of time, it may not subsequently request the arbitrator to withdraw 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 request in writing that the arbitrator should withdraw, and shall state the facts and reasons on which the request is based with supporting evidence.

A party's request that an arbitrator should withdraw shall be made in writing within fifteen (15) days after the date of receipt of the Notice of Constitution of the Arbitral Tribunal; where a party becomes aware of any grounds for withdrawal after such period, the party may raise the withdrawal in writing within fifteen (15) days after it becomes aware of such matters, but no later than the conclusion of the last oral hearing or the document-only examination of the case.

3. The withdrawal request raised by one party shall be forwarded to the other party or other parties, the arbitrator who is being challenged and the other arbitrators of the arbitral tribunal.

4. Where one party requests an arbitrator to withdraw and the other party agrees to such request, the arbitrator who is

being challenged shall withdraw from this arbitration, or may voluntarily withdraws from this arbitration. In such situations it shall not be implied that the reasons for withdrawal have been established.

5. Within fifteen (15) days after the communication of the request for challenging the arbitrator, where the other party does not agree or the arbitrator being challenged does not resign, if the party requesting the withdraw still insists, the decision shall be made by the appointing authority within thirty (30) days after the communication of the request for challenging the arbitrator.

### **Article 15 Replacement of an Arbitrator**

1. Where an arbitrator neglect of any duties of the arbitral tribunal or is prohibited by law or in fact from performing the duties, the parties may request to replace the arbitrator. Such an arbitrator may also voluntarily withdraw from this arbitration.

2. Where an arbitrator has to be replaced during the arbitral proceedings, a substitute arbitrator shall be nominated or appointed pursuant to the same procedure that was applicable to the nomination or appointment of this arbitrator.

3. After the nomination or appointment of the substitute arbitrator, the arbitral tribunal shall decide whether or not it should re-arbitrate and the extent of such.

## Chapter III Arbitral Proceedings

### Article 16 Statement of Claim

1. The Claimant shall communicate its Statement of Claim in writing to the Respondent and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The Claimant may select to treat its Notice of Arbitration referred to in Article 3 as a Statement of Claim, provided that the Notice of Arbitration also complies with the requirements of Paragraphs 2 to 3 of this Article.

2. The Statement of Claim shall include the following particulars:

- (a) The names and contact details of the parties;
- (b) Identification of the arbitration clause/agreement that is invoked;
- (c) The facts of the case and main issues in dispute;
- (d) Specified requests, for example the amount of the relief or remedy sought;
- (e) The facts and grounds supporting the claim.

3. The Claimant shall attach to the Statement of Claim evidential materials and other supporting documents relied on.

### Article 17 Statement of Defence

1. The Respondent shall communicate its Statement of Defence in writing to the Claimant and to each of the arbitrators within a period of time to be determined by the arbitral tribunal. The Respondent may select to treat its Response to the Notice of Arbitration referred to in Article 4 as a Statement of Defence, provided that the Response to the Notice of Arbitration also

complies with the requirements of Paragraph 2 of this Article.

2. The Statement of Defence shall reply to the particulars (b) to (e) of Article 16, Paragraph 2. The Statement of Defence should be accompanied by all documents and other evidence relied upon by the Respondent.

3. In its Statement of Defence, or at a later stage of the arbitral proceedings, the Respondent may file a counterclaim. The arbitral tribunal has the power to decide the deadline for filing the counterclaim.

4. The provisions of Paragraphs 2 and 3 of Article 16 shall apply to a counterclaim filed pursuant to Paragraph 3 of this Article and Paragraph 2 (e) of Article 4.

### **Article 18 Amendments to Claim or Counterclaim**

1. During the arbitral proceedings, a party may amend its claims or counterclaim. The arbitral tribunal has the power to reject an application to amend if it considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to other party's right, etc.

2. The amended claim or counterclaim shall not fall outside the jurisdiction of the arbitral tribunal.

### **Article 19 Objection to Arbitration Agreement and/or Jurisdiction**

1. The arbitral tribunal has the power to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case.

2. 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 whether or not the contract exists.

3. An objection to the jurisdiction shall be raised in the Statement of Defence at latest or in the Statement of Defence to the counterclaim at latest if such objection is related to the counterclaim. A party is not precluded from raising such an objection by the fact that it has nominated, or participated in the nomination of, an arbitrator. An objection that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal has the power to determine whether or not admit a later objection.

4. The arbitral tribunal may rule on an objection either in a decision or in an award.

5. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction and/or the arbitration agreement.

6. Aforesaid objections include objections to qualification of the Claimants or Respondents. Aforesaid decisions include decisions to qualification of the Claimants or Respondents.

7. The arbitral tribunal, having decided that it has no jurisdiction over an arbitration case, shall dismiss the case.

## **Article 20 Joinder of Additional Parties**

Where a written Request for Joinder of an additional party is communicated and agreed in writing by other parties including such joinder, the arbitral tribunal has the power to add the joinder to the arbitration. The arbitral proceedings subsequent to the joinder shall be determined by the arbitral tribunal.

## **Article 21 Consolidation of Hearings**

If two or more arbitrations involve the same question of fact or law, after agreeing by all parties, the arbitral tribunal may determine to consolidate the hearings of two or more arbitrations, and also determine:

- (a) that the documents submitted by the parties in one arbitration may be forwarded to the parties in the other arbitration;
- (b) that the evidence produced in one arbitration may be accepted and admitted in the other arbitration, provided that all parties have been offered opportunities to comment on such evidence.

## **Article 22 Power of Arbitral Tribunal**

1. Subject to the provisions under these Rules, the arbitral tribunal may conduct arbitration in any manner that it deems appropriate, giving the parties equal treatment and opportunities to fully express their opinions of their case. The arbitral tribunal shall avoid unnecessary delay or expense, and progress a fair and efficient arbitration.
2. Upon its constitution, the arbitral tribunal shall, after consulting with all parties, promptly make decisions on the arrangement for arbitral proceedings having regard to the circumstances of the case.
3. The arbitral tribunal may order a party to submit further written statements on specific matters and fix a time limit for such submissions.
4. In principle, the aforesaid time limit for written statement (including Statement of Claim and Statement of Defence)

in previous Paragraph shall not exceed thirty (30) days. An extension may be granted if the arbitral tribunal considers it necessary.

### **Article 23 Interim Measures**

1. An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, including and without limitation, to preserve assets, evidence, behavior and other measures that it considers necessary.

2. The arbitral tribunal may, at the request of any party, grant an interim measure that it considers necessary or appropriate in accordance with the applicable law or the agreement of the parties, and has the power to require the party requesting the interim measure to provide appropriate security in connection with the measure.

3. The arbitral tribunal may, at the request of any party, modify, suspend or terminate an interim measure it considers necessary.

4. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.

5. The party requesting an interim measure may be liable for any costs and damages caused by such measure to other parties. The arbitral tribunal may award such costs and damages at any point during the arbitral proceedings.

6. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the arbitration agreement, or as a waiver of that agreement.



## **Article 24 Production and Examination of Evidence**

1. Each party shall bear the burden of proving the facts supporting its claim/counterclaim or defence.
2. The arbitral tribunal may specify a time period within which the parties shall produce evidence. The arbitral tribunal may refuse to admit any evidence produced after the expiration of such time period.
3. A party wishing to call a witness or expert witness for clarification of specific facts or professional issues may submit an application to the arbitral tribunal and shall submit a written testimony before the oral hearing.
4. During the arbitral proceedings, the arbitral tribunal has the power to request the parties to produce documents, exhibits and other evidence within the specified time period set by the arbitral tribunal.
5. 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.
6. Where a case is to be decided on the basis of documents only, or where evidence is submitted after the hearing and both parties have agreed to written examination, the parties may examine the evidence in writing. In such circumstances, the parties shall submit their views in writing within the time period specified by the arbitral tribunal.
7. The arbitral tribunal shall decide on the legitimacy, authenticity, and relevance of any evidence.

## **Article 25 Preliminary Meetings**

The arbitral tribunal may decide to hold a preliminary meeting for consultation over issues including pre-hearing procedures,

arrangements for oral hearings and time period for producing evidence, etc, having regard to the circumstances of the case.

### **Article 26 Hearing**

1. Unless otherwise agreed by the parties, the arbitral tribunal shall hold oral hearings. The arbitral tribunal may examine the case based upon documents only if all parties have agreed.

2. In the case of an oral hearing, the arbitral tribunal shall timely fix the date, time and place of the hearing and inform all parties ahead of time. A party may request for postponement of the oral hearing with justified reasons. Such request must be submitted in writing as early as possible. The arbitral tribunal has the power to decide whether or not to postpone.

3. In the case of an oral hearing, unless otherwise agreed by the parties, the arbitral tribunal may determine the hearings conducted by virtual audio-video conferences or other means which it deems appropriate, having regard to the circumstances of the case. If in the proceedings it arises that virtual audio-video conferences and such other means would not be appropriate for holding the hearing, the arbitral tribunal has the power to decide to hold a physical hearing.

4. Testimony of witness and expert witness shall be examined in manners and upon conditions determined by the arbitral tribunal.

5. Unless otherwise agreed by the parties, hearings shall be held in private.

### **Article 27 Experts and Appraisers**

1. The arbitral tribunal may, after consulting the parties, appoint experts or appraisers to issue written reports on specific issues.

2. The arbitral tribunal has the power to request the parties, and the parties are also obliged, to deliver to or supply the expert or appraiser any relevant materials, documents, property, or physical objects for review, inspection or appraisal.
3. Copies of the expert's or appraiser's report shall be forwarded to the parties who shall have an opportunity to comment thereon.
4. Unless otherwise agreed by the parties, the expert or appraiser shall attend hearings, and be interrogated by the parties, and make explanations for the report if the arbitral tribunal considers necessary.

### **Article 28 Default**

1. If, within the period of time fixed by these Rules or the arbitral tribunal, the Claimant has failed to communicate its Statement of Claim without any justified reasons, the arbitral tribunal may issue an order for the termination of the arbitral proceedings and dismiss the case, unless there are remaining matters left to be decided if the arbitral tribunal so considers.
2. If the Claimant, fails to appear at a hearing without any justified reasons, 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; where the Respondent has filed a counterclaim, the arbitral tribunal shall proceed with hearing the counterclaim and make an award.
3. If the Respondent, fails to appear at a hearing or withdraws without any justified reasons or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration in the

absence of the Respondent and make an award; where the Respondent has filed a counterclaim, the Respondent may be deemed to have withdrawn its counterclaim.

4. If a party, reminded by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the fixed period of time without any justified reasons, the arbitral tribunal may make the award based on the available evidence.

### **Article 29 Case Withdrawal and Dismissal**

1. A party may withdraw its claim or counterclaim in its respective entirety. In the event that the Claimant withdraws its claim in its entirety, the arbitral tribunal may proceed with determination on 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 determination on the claim and render an arbitral award thereon.

2. A party may be deemed to withdraw its claim or counterclaim if the party cannot proceed with the arbitral proceedings for reasons attributable to the party itself.

3. In the event that the claim and counterclaim of a case have been fully withdrawn, the arbitral tribunal may issue an order for the termination of the arbitral proceedings and dismiss the case.

### **Article 30 Mediation/Conciliation**

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 consent of both parties, the arbitral tribunal may conciliate the case in a manner it considers appropriate. 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 process will remain futile.

3. Where the parties have reached a settlement agreement by themselves before the award is made, the arbitral tribunal may, if the request of both parties has been granted, render an award in accordance with the terms of the settlement agreement, without stating the reasons upon which such award is based. The provisions of Paragraphs 2, 4 and 5 of Article 33 shall apply to awards rendered in accordance with the terms of the settlement agreement.

### **Article 31 Decision on Termination of Hearings**

Before the award is made, if the parties, after being consulted by the arbitral tribunal, do not request in writing to submit further evidence or any written opinion or to apply to call a witness or expert witness to testify within the fixed period of time, or if the continuation of the arbitral proceedings becomes impossible, the arbitral tribunal shall issue an order for the termination of hearings. The arbitral tribunal may, before the award is made, resume the hearings if it considers necessary.

## Chapter IV The Award

### Article 32 Making of Award

1. Unless otherwise agreed by the parties, the award should be made within three (3) months from the date of the termination of the hearings.

2. When there is more than one arbitrator, any award of the arbitral tribunal shall be made by a consensus or majority of the arbitrators.

When there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone.

### Article 33 Form and Effect of Award

1. The arbitral tribunal may make separate awards on different issues at different times.

2. Every award shall be made in writing and shall be final and binding on the parties. The parties shall perform the award within the period of time set forth therein; in case there are no period of time set forth in an award, the parties shall perform the award immediately.

3. The arbitral tribunal shall state the reasons upon which the award is based, unless otherwise agreed by the parties or stipulated by these Rules.

4. The award shall be signed by the arbitrators and it shall contain the date on which the award is made and indicate the seat of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.

Unless otherwise provided by the law of the seat, or agreed by the parties, or decided by the arbitral tribunal, arbitrators may use electronic signatures on the arbitral awards.

5. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.

6. An arbitral award may be made public with the consent of all parties and encrypted to disguise the names of the parties and any other identifying details; An award may be made public where and to the extent disclosure is required by legal duty, to protect or pursue a specific legal right or in relation to legal proceedings before a court or other competent authority.

### **Article 34 Correction of Award and Additional Award**

1. Within thirty (30) days after the receipt of the award, a party may request the arbitral tribunal in writing for correction of any clerical, typographical or calculation errors, or any error of a similar nature, or for an additional award on omitted claims or counterclaims contained in the award. Where such an error or omission indeed exists in the award, the arbitral tribunal shall make the correction or additional award in writing within thirty (30) days of receipt of the written request, and may extend such period if necessary.

2. 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 error of a similar nature or make an additional award on omitted claims or counterclaims contained in the award.

3. Such corrections or additional award shall form part of the award and shall be subject to provisions of Paragraph 2 of Article 32 and Paragraphs 2 to 6 of Article 33.



# Chapter V Arbitration Costs and Fees

## Article 35 Costs

The arbitration costs and fees referred to in these Rules includes:

- (a) The fees of each arbitrator of the arbitral tribunal in accordance with Article 37;
- (b) The travel and other reasonable expenses incurred by the arbitrators;
- (c) The reasonable costs of expert advice required by the arbitral tribunal;
- (d) The reasonable costs of other assistance required by the arbitral tribunal;
- (e) The travel and other reasonable expenses of the witness appearing before the tribunal to the extent such expenses are approved by the arbitral tribunal;
- (f) The reasonable costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
- (g) Any fees and expenses of the appointing authority.
- (h) Other reasonable expenses.

## Article 36 Fees and Expenses of Arbitrators

1. The fees of the arbitrators shall be determined by taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case. Appendix I of these Rules could be used a reference.

2. Where the appointing authority, if any, has a schedule or particular method for determining the fees of arbitrators, the arbitral tribunal shall determine its fees in accordance with the aforesaid schedule or method if it considers appropriate.

3. After its constitution, the arbitral tribunal shall promptly inform the parties of the proposal of its fees and expenses. Within fifteen (15) days of receipt of such proposal, any party may request the appointing authority for review. If, within thirty (30) days of receipt of such request, the appointing authority finds that the proposal of the arbitral tribunal is inconsistent with Paragraph 1 of this Article, it shall make any necessary adjustments thereto, which shall be binding upon the arbitral tribunal.

4. When informing the parties of the arbitrators' fees and expenses that have been fixed pursuant to Paragraphs 1 and 2 of this Article, the arbitral tribunal shall also explain its calculations.

Within fifteen (15) days of receipt of the arbitral tribunal's determination of fees and expenses, any party may request the appointing authority to review such determination.

If the appointing authority finds that the arbitral tribunal's determination of fees and expenses is inconsistent with the arbitral tribunal's proposal (and any adjustment thereto) under Paragraph 3 of this Article or is otherwise manifestly excessive, it shall, within thirty (30) days of receipt of the aforesaid request for review, make any necessary adjustments to the arbitral tribunal's determination in accordance with Paragraph 1 of this Article. Any such adjustments shall be binding upon the arbitral tribunal.

Any such adjustments shall be included by the arbitral tribunal in its award. If the award has already been rendered, the

arbitral tribunal shall make corrections to the award or render an additional award so as to include such adjustment.

5. Any review or adjustment by the appointing authority relating to the arbitral tribunal's fees and expenses under Paragraphs 3 and 4 shall not hinder the arbitral proceedings.

6. The request for review under Paragraph 4 shall not affect any determination, recognition and enforcement of other parts of the award other than the arbitral tribunal's fees and expenses.

### **Article 37 Allocation of Costs**

1. The arbitral tribunal has the power to require payment of the arbitration fees in advance by a party or both parties. If a party refuses to do so, the tribunal may require the other party to make an advance payment on its behalf.

2. The arbitral tribunal shall fix the arbitration fees and expenses in the final award or in any other decision.

3. Unless otherwise agreed by the parties, the costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties and determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs, taking into account the circumstances of the case.

### **Article 38 Deposit of Costs**

1. The arbitral tribunal may request the parties to deposit an equal amount as an advance payment of the fees and expenses specified in Article 36, Paragraphs 1 to 3.

2. During the course of the arbitral proceedings, the arbitral tribunal may request supplementary deposits from the parties.

3. If the required deposits are not paid in full within thirty (30) days after the receipt of the requirement, the arbitral tribunal shall so inform the parties in case other party may make the required payment on its behalf. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

4. After a termination order or final award has been made, the arbitral tribunal shall render a bill of arbitration fees to the parties. The remaining deposits, if any, shall be refunded to the parties.

## Appendix Table of Arbitrator's Fee (Reference Only)

Amount in Dispute (RMB)	Arbitrator's Fees (RMB)	
	Minimum	Maximum
Up to 400,000	3% of the amount	10.5% of the amount
From 400,001 to 800,000	12,000+ 2.2% of the amount over 400,000	42,000+ 8% of the amount over 400,000
From 800,001 to 4,000,000	20,800+ 0.75% of the amount over 800,000	74,000+ 4% of the amount over 800,000
From 4,000,001 to 8,000,000	44,800+ 0.6% of the amount over 4,000,000	202,000+2.3% of the amount over 4,000,000
From 8,000,001 to 16,000,000	68,800+ 0.35% of the amount over 8,000,000	294,000+ 1% of the amount over 8,000,000
From 16,000,001 to 32,000,000	96,800+ 0.20% of the amount over 16,000,000	374,000+ 0.6% of the amount over 16,000,000
From 32,000,001 to 65,000,000	128,800+ 0.06% of the amount over 32,000,000	470,000+ 0.2% of the amount over 32,000,000
From 65,000,001 to 160,000,000	148,600+ 0.05% of the amount over 65,000,000	536,000+ 0.1% of the amount over 65,000,000

Amount in Dispute (RMB)	Arbitrator's Fees (RMB)	
	Minimum	Maximum
From 160,000,001 to 320,000,000	196,100+ 0.03% of the amount over 160,000,000	631,000+ 0.09% of the amount over 160,000,000
From 320,000,001 to 480,000,000	212,100+ 0.01% of the amount over 320,000,000	775,000+ 0.08% of the amount over 320,000,000
From 480,000,001 to 810,000,000	228,100+ 0.008% of the amount over 480,000,000	903,000+ 0.06% of the amount over 480,000,000
Over 810,000,000	254,500+ 0.05% of the amount over 810,000,000 The total amount of arbitrator's fees shall be no more than 12,000,000	1,101,000+ 0.05% of the amount over 810,000,000 The total amount of arbitrator's fees shall be no more than 12,000,000