

**China International Economic and Trade Arbitration Commission**  
**CIETAC**  
**Arbitration Rules**

(Subject to final approval by CCPIT/CCOIC)

(Revised and adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on [date], 2011. Effective as of March 1, 2012.)

**Chapter I General Provisions**

**Article 1 The Arbitration Commission**

1. The China International Economic and Trade Arbitration Commission (hereinafter referred to as “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 “Court of Arbitration 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 Court of Arbitration 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 The 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 a Secretariat, which handles its day-to-day work and functions in accordance with these Rules under the direction of the Secretary-General.
3. CIETAC is based in Beijing. The sub-commissions, centers and liaison offices set up by CIETAC are its branches.
4. The sub-commissions and centers have their respective secretariats, which handle the day-to-day work and perform the functions of the Secretariat of CIETAC in accordance with these Rules in cases accepted and administered by them under the

direction of the secretary-general of the respective sub-commission or center.

5. The parties may agree to submit their disputes to CIETAC or a sub-commission/center of CIETAC for arbitration. Where the parties have agreed to arbitration by CIETAC, the Secretariat of CIETAC shall accept and administer the case. Where the parties have agreed to arbitration by a sub-commission/center, the secretariat of the sub-commission/center shall accept and administer the case. Where the parties have agreed to arbitration by CIETAC in a city where a sub-commission/center is located, the secretariat of the sub-commission/center shall accept and administer the case. Where the sub-commission/center agreed upon by the parties does not exist, or where the agreement is ambiguous, the Secretariat of CIETAC shall accept and administer the case. In the event of any dispute, a decision shall be made by CIETAC.
6. Where a case is administered by the secretariat of a sub-commission/center, the functions and duties performed by the Secretary-General of CIETAC under these Rules may, by his/her authorization, be performed by the secretary-general of the relevant sub-commission/center.
7. The liaison offices may perform the relevant functions in accordance with the written authorization from CIETAC.

### **Article 3 Jurisdiction**

CIETAC accepts cases involving the following contractual or non-contractual disputes, based on an agreement of the parties:

1. International or foreign-related disputes;
2. Disputes related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan region; and
3. Domestic disputes.

### **Article 4 Scope of Application**

1. These Rules uniformly apply to CIETAC and its sub-commissions and centers.
2. The parties shall be deemed to have agreed to arbitration in accordance with these Rules if they have provided for arbitration by CIETAC.
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 as it is applicable to the arbitration 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 an 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 disputes 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. CIETAC shall, upon the written application of a party, 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. 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.
3. 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, EDI, 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.
4. Where the law as it applies to an arbitration agreement has different provisions as to the form and validity of the arbitration agreement, those provisions shall prevail.
5. An arbitration clause contained in a contract shall be treated as a clause independent and separate from all other clauses of the contract, and an arbitration agreement attached to a contract shall also be treated as independent 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 shall have the power to determine the existence and validity of an

arbitration agreement and its jurisdiction over an arbitration case. CIETAC may, where necessary, delegate such power to the arbitral tribunal.

2. Where CIETAC is satisfied by *prima facie* evidence that an arbitration agreement providing for arbitration by CIETAC exists, it may make a decision based on such evidence that it has jurisdiction over the arbitration case, and the arbitration shall proceed. Such a decision shall not prevent CIETAC from making a new decision on jurisdiction based on facts and/or evidence found by the arbitral tribunal during the arbitration proceedings that are inconsistent with the *prima facie* evidence.
3. Where CIETAC has delegated the power to determine jurisdiction to the arbitral tribunal, the arbitral tribunal may either make a separate decision on jurisdiction during the arbitration proceedings or incorporate the decision in the final arbitral award.
4. An objection to an arbitration agreement and/or jurisdiction over an arbitration case shall be raised in writing before the first oral hearing is 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.
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. Where CIETAC or the authorized arbitral tribunal decides that CIETAC has no jurisdiction over an arbitration case, a decision to dismiss the case shall be made. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the Secretary-General of CIETAC. 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 the CIETAC or its sub-commission/center which accepts and administers 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 written materials in relation to the arbitration may be delivered in person or sent by registered mail or express mail, fax, or by any other means considered proper by CIETAC or the arbitral tribunal.
2. The aforesaid arbitration documents shall be sent to the address provided by the 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 the address, the arbitration documents shall be sent to such party's address provided by the other party or its representative(s).
3. Any arbitration correspondence to a party or its representative(s) shall be deemed to have been properly served on the party if delivered to the addressee or delivered at the addressee's place of business, registration, domicile, habitual residence or mailing address; otherwise, where, after reasonable inquiries by the other party, none of the aforesaid addresses can be found, the arbitration correspondence shall be sent by the Secretariat of CIETAC or its sub-commissions/centers to the addressee's last known place of business, 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.
4. 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 correspondence, notices or written materials sent by the Secretariat of CIETAC or its sub-commissions/centers in the aforesaid manners.

#### **Article 9 *Bona Fide* Cooperation**

The parties shall proceed with the arbitration in *bona fide* cooperation.

#### **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 yet participates in or proceeds with the arbitration proceedings without promptly and explicitly submitting its objection in writing to such non-compliance.

### **Chapter II Arbitration Proceedings**

## **Section 1 Request for Arbitration, Defense and Counterclaim**

### **Article 11 Commencement of Arbitration**

The arbitration proceedings shall commence on the date on which CIETAC or one of its sub-commissions/centers receives a Request for Arbitration.

### **Article 12 Application for Arbitration**

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. Make payment of the arbitration fee in advance to CIETAC according to its Arbitration Fee Schedule.

### **Article 13 Acceptance of a Case**

1. Upon receipt of the Request for Arbitration and its attachments, if after examination CIETAC finds the formalities required for the 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.
2. Where after examination CIETAC finds the formalities required for the arbitration application to be 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 aforesaid time period. In such a case, the Claimant's Request for Arbitration and its attachments shall not be kept on file by CIETAC.

3. CIETAC shall, after accepting a case, designate a Case Manager to assist with the procedural administration of the case.

#### **Article 14 Statement of Defense**

1. The Respondent shall file a Statement of Defense in writing within forty-five (45) days from the date of receipt of the Notice of Arbitration. If the Respondent has justified 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 Secretariat of CIETAC.
2. The Statement of Defense shall be signed and/or sealed by the Respondent or its authorized representative(s), and shall, *inter alia*, include:
  - (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 limit.
4. Failure by the Respondent to file a Statement of Defense shall not affect the conduct of the arbitration proceedings.

#### **Article 15 Counterclaim**

1. The Respondent shall file a counterclaim, if any, in writing within forty-five (45) days from the date of receipt of the Notice of Arbitration. If the Respondent has justified 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 Secretariat of CIETAC.
2. When filing its counterclaim, the Respondent shall specify its counterclaim in its Statement of Counterclaim and state the facts and grounds on which its

counterclaim is based with the relevant documentary and other evidence attached thereto.

3. When filing its counterclaim, the Respondent shall pay an arbitration fee in advance according to 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, CIETAC 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 receipt of the Notice. If the Claimant has justified 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 Secretariat of CIETAC.
5. The arbitral tribunal has the power to decide whether to accept a Statement of Defense submitted after the expiration of the above time limit.
6. Failure of the Claimant to file a Statement of Defense to the Respondent's counterclaim shall not affect the conduct of the arbitration proceedings.

#### **Article 16 Amendments to the 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 not permit any such amendment if it considers that the amendment is too late and may delay the arbitration proceedings.

#### **Article 17 Consolidation of Arbitrations**

1. CIETAC may, at the request of a party and with the agreement of all the other parties, consolidate two or more arbitrations pending under these Rules into a single arbitration.
2. In deciding whether to consolidate arbitrations in accordance with the preceding Paragraph 1, CIETAC may take into account any factors it considers relevant in respect of the different arbitrations, including whether all of the claims in the different arbitrations are made under the same arbitration agreement, whether the different arbitrations are between the same parties, or whether one or more arbitrators have been nominated or appointed in the different arbitrations.
3. Unless otherwise agreed by all parties, when arbitrations are consolidated they

shall be consolidated into the arbitration that was first commenced.

### **Article 18 Submissions and Exchange of Arbitration Documents**

1. All arbitration documents from the parties shall be submitted to the Secretariat of CIETAC or the relevant sub-commission or center.
2. All arbitration documents to be exchanged during the arbitration proceedings shall be exchanged among the arbitral tribunal and the parties by the Secretariat of CIETAC or the relevant sub-commission/center, unless otherwise agreed by the parties and with the consent of the arbitral tribunal or otherwise decided by the arbitral tribunal.

### **Article 19 Copies of Submissions**

When submitting the Request for Arbitration, the Statement of Defense, the Statement of Counterclaim, evidence, and other arbitration documents, the parties shall make their submissions in quintuplicate. Where there are multiple parties, additional copies shall be provided accordingly. Where the preservation of property or protection of evidence is applied for, the party shall also provide additional copies accordingly. Where the arbitral tribunal is composed of a sole arbitrator, the number of copies submitted may be reduced by two.

### **Article 20 Representation**

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 forwarded to CIETAC by the party or its authorized representative(s).

### **Article 21 Conservatory and Interim Measures**

1. Where a party applies for the preservation of property, CIETAC shall forward the party's application for a ruling to the competent court designated by that party.
2. Where a party applies for the protection of evidence, CIETAC shall forward the party's application for a ruling to the competent court designated by that party.
3. At the request of a party, the arbitral tribunal may grant any interim measure it deems necessary or proper, and may require the party requesting the interim measure to provide appropriate security in connection with the measure. The grant of an interim measure by the arbitral tribunal may take the form of a procedural order or an interlocutory award.

## **Section 2 Arbitrators and the Arbitral Tribunal**

### **Article 22 Duties of Arbitrators**

An arbitrator shall not represent either party, and shall be and remain independent of the parties and treat them equally.

### **Article 23 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 24 Nomination and Appointment of Arbitrators**

1. 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 in accordance with the law.

### **Article 25 Three-arbitrator Tribunals**

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.
3. The parties may each recommend one to three arbitrators as candidates for 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 a 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.

4. Where the parties have failed to jointly nominate the presiding arbitrator according to the above provisions, the presiding arbitrator shall be appointed by the Chairman of CIETAC.

#### **Article 26 Sole-arbitrator Tribunals**

Where the arbitral tribunal is composed of one arbitrator, the sole arbitrator shall be nominated pursuant to the procedures stipulated in Paragraphs 2, 3 and 4 of Article 25 of these Rules.

#### **Article 27 Multiple-party Tribunals**

1. Where there are two or more Claimants and/or Respondents in an arbitration case, the Claimant side and/or the Respondent side, following consultations, 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, 3 and 4 of Article 25 of these Rules. When making such nomination pursuant to Paragraph 3 of Article 25 of these Rules, the Claimant side and/or the Respondent, following consultations, 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 with appointing one arbitrator within fifteen (15) days from the date of 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 28 Considerations in Appointing Arbitrators**

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

#### **Article 29 Disclosure**

1. An arbitrator nominated by the parties or appointed by the Chairman of CIETAC shall sign a Declaration and disclose to CIETAC in writing any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence.

2. If circumstances that need to be disclosed arise during the arbitration proceedings, the arbitrator shall promptly disclose such circumstances in writing to CIETAC.
3. The Declaration and/or the disclosure of the arbitrator shall be communicated to the parties.

### **Article 30 Challenge to the Arbitrators**

1. Upon receipt of the Declaration and/or the written disclosure of an arbitrator, a party which intends to challenge the arbitrator on the grounds of the facts or circumstances disclosed by the arbitrator 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 limit, it may not subsequently challenge the arbitrator on the basis of the matters disclosed by the arbitrator.
2. A party which has 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 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, but not 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 31 Replacement of Arbitrators**

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 decide 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 being challenged or replaced, a substitute arbitrator shall be nominated according to the same procedures and time period that applied to the nomination of the arbitrator being replaced. If a party fails to nominate a substitute arbitrator, the substitute arbitrator shall be appointed by the Chairman of CIETAC. 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 32 Majority Continuation of Arbitration**

In the event that, after the conclusion of the last oral hearing, an arbitrator on a three-member tribunal is unable to participate in the deliberations and/or 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 31 of these Rules. After consulting with the parties and upon the approval of the Chairman of CIETAC, the other two arbitrators may continue the arbitration proceedings and make decisions, rulings, or render the award. The Secretariat of CIETAC shall notify the parties of the above circumstances.

## **Section 3 Hearing**

### **Article 33 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 all parties to make submissions and arguments.
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.

#### **Article 34 Place of Oral Hearing**

1. Where the parties have agreed on the place of oral hearings, the case shall be heard at that agreed place except in the event of the circumstances stipulated in Paragraph 3 of Article 72 of these Rules.
2. Unless otherwise agreed by the parties, the place of oral hearings shall be in Beijing for cases accepted by CIETAC or at the domicile of its sub-commission/center which accepts the case, or if the arbitral tribunal considers it necessary and with the approval of the Secretary-General of CIETAC, at another location.

#### **Article 35 Notice of 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 justified reasons may request a postponement of the oral hearing. However, such request must be communicated in writing to the arbitral tribunal within five (5) days of the 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 justified reasons for failure to submit a request for a postponement of the oral hearing within the time period specified in 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 shall not be subject to the time periods specified in the preceding Paragraph 1.

#### **Article 36 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, arbitrators, witnesses, interpreters, experts consulted by the arbitral tribunal, appraisers appointed by the arbitral tribunal, and the relevant staff members of CIETAC shall not disclose to any outsider any substantive or procedural matters relating to the case.

#### **Article 37 Default**

1. If the Claimant fails to appear at an oral hearing without showing sufficient cause, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the Claimant may be deemed to have withdrawn its Request 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 showing sufficient cause, 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 38 Record of Oral Hearing**

1. The arbitral tribunal may arrange for a stenographic 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 stenographic record or the minutes.
2. The stenographic record, the minutes and the audio-visual record of an oral hearing shall be available for use and reference by the arbitral tribunal.

#### **Article 39 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 period has expired. If a party experiences difficulties in producing evidence within the specified time period, it may apply for an extension before the expiration 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.

#### **Article 40 Examination of Evidence**

1. Where a case is examined by way of an oral hearing, the evidence shall be produced at the 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 consented to examine the evidence by means of writing, the parties may examine the evidence without an oral hearing. In such circumstances, the parties shall submit their written opinions on the evidence within the time period specified by the arbitral tribunal.

#### **Article 41 Investigation by the Arbitral Tribunal**

1. The arbitral tribunal may, on its own initiative, undertake investigations and collect evidence, as it considers necessary.
2. When investigating and collecting evidence on its own initiative, 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 own investigation shall be forwarded to the parties for their comments.

#### **Article 42 Expert's Report and Appraiser's Report**

1. The arbitral tribunal may consult experts or appoint appraisers for clarification on specific issues of a case. Such an expert or appraiser may be a Chinese or foreign institution or person.
2. The arbitral tribunal has the power to request the parties to deliver or produce to the expert or appraiser any relevant materials, documents, property, or goods for checking, inspection or appraisal by the expert or appraiser. The parties shall be obliged to comply.
3. Copies of the expert's report and the appraiser's report shall be communicated to the parties for their comments. At the request of either party and with the approval

of the arbitral tribunal, the expert or appraiser may participate in an oral hearing where, if considered necessary and appropriate by the arbitral tribunal, he/she may give explanations on the report.

#### **Article 43 Suspension of the Arbitration Proceedings**

1. Where a party requests a suspension of the arbitration proceedings, or under circumstances where such suspension is necessary, the arbitration proceedings may be suspended.
2. The arbitration proceedings shall resume as soon as the reason for the suspension is removed or the suspension period expires.
3. The arbitral tribunal shall decide whether to suspend or resume the arbitration proceedings. Where the arbitral tribunal has not yet been formed, the decision shall be made by the Secretary-General of CIETAC.

#### **Article 44 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 shall 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 shall 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 it becomes impossible to carry on the arbitration proceedings for reasons attributable to that party.
3. A case shall 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 Secretary-General of CIETAC 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.

#### **Article 45 Combination of Conciliation with Arbitration**

1. Where both parties desire to conciliate, or where one party desires to conciliate and the other party's consent has been obtained by the arbitral tribunal, the arbitral tribunal may conciliate the case during the course of the arbitration proceedings. The parties may also settle the case without the involvement of the arbitral tribunal.

2. With the consent 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 believes that further conciliation efforts shall be futile.
4. Where settlement is reached through conciliation by the arbitral tribunal or by the parties themselves, the parties shall sign a settlement agreement.
5. Where a settlement agreement is reached through conciliation by the arbitral tribunal or by the parties themselves, the parties may withdraw their claim or counterclaim. The parties may also request the arbitral tribunal to render an arbitral award or a conciliation statement in accordance with the terms of the settlement agreement.
6. 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 fails, the arbitral tribunal shall resume the arbitration proceedings and render an arbitral award.
8. Where the parties in the arbitration proceedings under these Rules desire to conciliate their dispute but do not wish to have conciliation conducted by the arbitral tribunal, CIETAC may, with the consent of both parties, conciliate the dispute in a manner and procedure it considers appropriate. Where the parties have agreed otherwise on the conciliation proceedings, the parties' agreement shall prevail.
9. Where conciliation fails, 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, shall not be invoked by either party as grounds for any claim, defense or counterclaim in the subsequent arbitration 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 arbitration proceedings, 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 accordance with the procedures it

considers appropriate and render an award in due course. The specific procedures and time limit for rendering the award shall not be subject to other provisions of these Rules.

### **Chapter III Arbitral Award**

#### **Article 46 Time Limit 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 Secretary-General of CIETAC may extend the time limit if he/she considers it truly necessary and the reasons for the extension are truly justified.
3. Any suspension period shall be excluded when calculating the time limit in the preceding Paragraph 1.

#### **Article 47 Making of Award**

1. The arbitral tribunal shall independently and impartially render an arbitral award on the basis of the facts in accordance with the law and the terms of the contracts.
2. Where the parties have agreed on the law as applicable to the merits of their dispute, the parties' agreement shall prevail. In the absence of such an agreement, the arbitral tribunal shall determine the law as applicable to the merits of the dispute.
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 determine in the award the specific time period for the parties to carry out the award and the liabilities for failure to do so within the specified time period.
4. The seal of CIETAC shall be affixed on 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, but it 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, but they 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, the arbitral award shall be signed by a majority of arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the award.
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. Neither party may bring a lawsuit before a court or make a request to any other organization for revision of the award.

#### **Article 48 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 render a partial award on any part of the claim before rendering the final award.
2. Failure of either party to implement the partial award shall not affect the arbitration proceedings, nor shall it prevent the arbitral tribunal from making the final award.

#### **Article 49 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 50 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 such factors as the outcome and complexity of the case, the workload of the winning party and/or its representative(s), and the amount in dispute, etc.

#### **Article 51 Correction of Award**

1. The arbitral tribunal may, on its own initiative, make corrections in writing of any clerical, typographical or computational errors, or any errors of a similar nature contained in the 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 a correction of any clerical, typographical or computational errors, or any errors of a similar nature contained in the award. If such an error does exist in the award, the arbitral tribunal shall make a correction in writing within thirty (30) days of 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 9 of Article 47 of these Rules.

#### **Article 52 Additional Award**

1. Where any matter 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 arbitration 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 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 9 of Article 47 of these Rules.

#### **Article 53 Carrying out of Award**

1. The parties shall automatically carry out the arbitral award within the time period specified in the award. If no time limit is specified in the award, the parties shall carry out the award immediately.
2. Where one party fails to carry out 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 54 Application**

1. Unless otherwise agreed by the parties, Summary Procedure shall apply to any case where the amount in dispute does not exceed RMB 2,000,000 yuan; or to any case where the amount in dispute exceeds RMB 2,000,000 yuan and one party applies for arbitration under Summary Procedure and the other party agrees in writing thereto.
2. Where no monetary claim is specified or the amount in dispute is not clear, CIETAC shall determine whether or not to apply Summary Procedure after full consideration of such factors as the complexity of the case, the interests involved, etc.

### **Article 55 Notice of Arbitration**

Where a Request for Arbitration submitted by the Claimant is found to be acceptable for arbitration under Summary Procedure, CIETAC shall send a Notice of Arbitration to both parties.

### **Article 56 Formation of Arbitral Tribunal**

Unless otherwise agreed by the parties, a sole-arbitrator tribunal shall be formed in accordance with Article 26 of these Rules to hear a case under Summary Procedure.

### **Article 57 Defense and Counterclaim**

1. The Respondent shall submit its Statement of Defense, evidence and other supporting documents within twenty (20) days of receipt of the Notice of Arbitration; counterclaim, if any, shall also be filed with evidence and supporting documents within the time period.
2. The Claimant shall file its Statement of Defense to the Respondent's counterclaim within twenty (20) days of receipt of the counterclaim and its attachments.
3. If the Respondent has justified reasons to request an extension of the time limit, 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 Secretariat of CIETAC.

### **Article 58 Conduct of Hearing**

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

arbitral tribunal has full discretion in deciding 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.

#### **Article 59 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 justified reasons may request a postponement of the oral hearing. However, such request must be communicated in writing to the arbitral tribunal within three (3) days of receipt of the notice of the oral hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement shall not be subject to the time limits specified in the preceding Paragraph 1.

#### **Article 60 Time Limit 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 Secretary-General of CIETAC may extend the time period if he/she considers it truly necessary and the reasons for the extension are truly justified.
3. Any suspension period shall be excluded when calculating the time period in the preceding Paragraph 1.

#### **Article 61 Change of Procedure**

The application of 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 2,000,000 yuan, 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 62 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 63 Application**

1. The provisions of this Chapter shall apply to domestic arbitration cases.
2. The provisions of Summary Procedure in Chapter IV shall apply if a domestic arbitration case falls within the scope of Article 54 of these Rules.

### **Article 64 Acceptance**

1. Where a Request for Arbitration is found to meet the requirements specified in Article 12 of these Rules, CIETAC shall accept the Request and notify the parties accordingly within five (5) days from its receipt of the Request or immediately upon receipt of the Request. Where a Request for Arbitration is found to be not in conformity with the requirements, CIETAC shall notify the party in writing of its refusal of acceptance, with the reasons stated.
2. Upon receipt of a Request for Arbitration, CIETAC may request the party to make corrections within a specified time period if it finds the Request is not in conformity with the provisions of Article 12 of these Rules..

### **Article 65 Formation of the Arbitral Tribunal**

The arbitral tribunal shall be formed in accordance with the provisions of Articles 23, 24, 25, 26, 27 and 28 of these Rules.

### **Article 66 Defense and Counterclaim**

1. Within twenty (20) days from the date of 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 receipt of the counterclaim and its attachments.
3. If the Respondent has justified reasons to request an extension of the time limit, 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 Secretariat of CIETAC.

### **Article 67 Notice of 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 justified reason may request a postponement of the oral hearing. However, such request must be communicated in writing to the arbitral tribunal within three (3) days of receipt of the notice of the oral hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement shall not be subject to the time limits specified in the preceding Paragraph 1.

#### **Article 68 Record of Oral Hearing**

1. The arbitral tribunal shall make a brief 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 refused 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 69 Time Limit 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 Secretary-General of CIETAC 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 limit in the preceding Paragraph 1.

#### **Article 70 Context Reference**

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

### **Chapter VI Supplementary Provisions**

#### **Article 71 Language**

1. Where the parties have agreed on the language of arbitration, their agreement shall prevail. In the absence of such an agreement, the Chinese language shall be the official language to be used in the arbitration proceedings. CIETAC may also designate any other language as the official language for the arbitration, having regard to the circumstances of the case.
2. If a party or its representative(s) or witness(es) requires interpretation at an oral hearing, CIETAC may provide an interpreter, or the party may employ its own interpreter.
3. The arbitral tribunal or CIETAC may, if it considers it necessary, require the parties to submit a corresponding version of their documents and evidence in Chinese or other languages.

#### **Article 72 Arbitration Fees and Costs**

1. Apart from the arbitration fees charged in accordance with its Fees Schedule, CIETAC may charge the parties other extra and reasonable costs, including arbitrators' special remuneration, their travel and accommodation expenses incurred in dealing with the case, as well as the costs and expenses of experts, appraisers or interpreters appointed by the arbitral tribunal, etc.
2. Where a party has nominated an arbitrator who will incur actual costs such as travel and accommodation expenses, but fails to pay in advance a deposit for such costs within the time period specified by CIETAC, the party shall be deemed not to have nominated the arbitrator. In such a case, the Chairman of CIETAC may appoint an arbitrator for that party pursuant to Articles 25, 26 or 27 of these Rules.
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/center, they shall pay a deposit in advance 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/center.
4. Where the parties have agreed to use two or more languages as the languages of arbitration, or where the parties have agreed on a three-arbitrator tribunal in a case to which Summary Procedure shall apply in accordance with Article 54 of these Rules, CIETAC may charge the parties for the extra and reasonable costs.

#### **Article 73 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 74 Coming into Force**

These Rules shall be effective as from March 1, 2012. For cases accepted by CIETAC or one of its sub-commissions/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.