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中国海商法协会  
CHINA MARITIME LAW ASSOCIATION

# AD HOC ARBITRATION RULES

# 临时仲裁规则

中国海商法协会  
CHINA MARITIME LAW ASSOCIATION



经中国海商法协会第十五届  
六次常务理事会审议通过  
并于2022年3月18日发布

## 中国海商法协会

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## 临时仲裁示范条款

凡因本合同引起的或与本合同有关的任何争议，均应  
通过仲裁解决，适用《中国海商法协会临时仲裁规则》。

推荐特别约定：仲裁庭由【    名】仲裁员组成，仲裁地  
位于【     】，仲裁语言为【     】，仲裁协议准据法为【     】，  
本合同适用【     】为实体法，指定机构为【     】。



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# 第一章 总则

## 第一条 适用范围

（一）当事人约定争议根据《中国海商法协会临时仲裁规则》（以下简称“本规则”）进行仲裁的，适用本规则。

（二）当事人约定对本规则有关内容进行变更的，从其约定，但其约定无法实施或与仲裁地法强制性规定相抵触者除外。

（三）本规则在与仲裁地法强制性规定不相冲突的范围内适用。

## 第二条 送达和期限

（一）除非当事人另有约定，有关仲裁的一切文书、通知、函件、材料等均可通过当面递交，或以邮寄、传真、电子邮件等可以提供或留存传输记录的通讯方式，或仲裁庭认为合适的其他方式进行送达。

（二）经当面递交收件人或发送至收件人的营业地、注册地、住所地、惯常居住地或通讯地址，或经合理查询不能找到上述任一地点，发送至收件人最后一个为人所知的营业地、注册地、住所地、惯常居住地或通讯地址的，即视为有效送达。

（三）根据本条第（二）款送达的时间，应视为收件人收到仲裁文件的时间。以电子方式送达的，发出时间视为送达时间。

（四）本规则规定的期限，应自收件人收到或应当收到仲裁文件之日的次日起算。期限的最后一天是收件人住所或营业地法定假日或非营业日的，期限顺延至其后第一个工作日。期限内的法定假日或非营业日计入期限。

（五）除非仲裁庭另有决定，当事人应当将其提交仲裁庭的所有函件同时发送其他各方当事人。

### **第三条 仲裁通知书**

（一）提起仲裁的一方或多方当事人（以下称“申请人”）应向另一方或多方当事人（以下称“被申请人”）发送仲裁通知书。

（二）仲裁程序自被申请人收到仲裁通知书之日起开始。

（三）仲裁通知书应当包括以下内容：

1. 仲裁请求；
2. 各方当事人的名称和联系方式；
3. 提请仲裁所依据的仲裁条款或仲裁协议；
4. 引起争议或与争议有关的合同及相关文件；
5. 对仲裁请求的简要说明，如涉及金额，需明确数额；
6. 当事人未事先约定仲裁员人数、仲裁语言和仲裁地的，需就上述事项提出建议。



(四) 仲裁通知书还可以包括以下内容：

1. 本规则第六条第(一)款关于指定机构的意见；
2. 本规则第十一条第(一)款关于仲裁庭组成人数的意见；
3. 本规则第十一条第(二)款、第(三)款或第十二条关于选定仲裁员的意见。

(五) 任何有关仲裁通知书内容是否充分的争议均不影响仲裁程序的继续进行。

## **第四条 对仲裁通知书的答复**

(一) 被申请人应在收到仲裁通知书后 15 日内向申请人发送对仲裁通知书的答复。答复应包括以下内容：

1. 被申请人的名称和联系方式；
2. 对仲裁通知书有关本规则第三条第(三)款第 3 项至第 6 项规定内容的答复。

(二) 对仲裁通知书的答复还可以包括以下内容：

1. 对仲裁协议及 / 或仲裁案件管辖权 (包括主体资格) 的异议；
2. 本规则第六条第(一)款关于指定机构的意见；
3. 本规则第十一条第(一)款关于仲裁庭组成人数的意见；
4. 本规则第十一条第(二)款、第(三)款或第十二条关于选定仲裁员的意见；

5. 提出仲裁反请求并作简要说明，如涉及金额，需明确数额。

（三）任何有关仲裁通知书答复内容是否充分的争议均不影响仲裁程序的继续进行。

## 第五条 仲裁代理人

当事人可以授权仲裁代理人，并应向仲裁庭提交授权委托书。

## 第六条 指定机构

（一）当事人已就指定机构进行约定的，从其约定；没有约定的，一方当事人可随时提名指定机构。

（二）在最后一方当事人收到本条第（一）款有关指定机构提名后 15 日内，如当事人未能就选择指定机构达成一致，由中国海事仲裁委员会担任指定机构。

（三）如果一方当事人应在本规则规定的期限内将某一事项提交指定机构处理而指定机构尚未确定的，则自一方当事人启动确定指定机构程序之日起相关期限暂停计算，直至指定机构确定之日。

（四）指定机构收到当事人请求指定仲裁员申请后 15 日内未指定仲裁员、收到当事人要求仲裁员回避申请后的合理时间内未就该申请作出决定，或者存在其他拒不作为情形的，由中国海事仲裁委员会担任替代指定机构，相关

期限重新计算。

（五）指定机构根据本规则履行职责时，可要求当事人或仲裁员提供其认为必需的信息，并以其认为适当的方式给予当事人或仲裁员陈述意见的机会。

（六）请求指定机构根据本规则第十一条、第十二条或第十五条指定仲裁员的，提出申请的当事人应向指定机构提交仲裁通知书副本，对仲裁通知书已作答复的，应同时提交答复副本。

（七）指定机构根据本规则指定仲裁员时，应考虑有可能引起对其公正性和独立性产生合理怀疑的事实或情况。

（八）当事人应当遵守指定机构有关为临时仲裁提供服务的规定。

## **第七条 仲裁地**

（一）当事人对仲裁地有约定的，从其约定。

（二）当事人对仲裁地未作约定或约定不明的，由仲裁庭视案件具体情况确定仲裁地。

（三）仲裁裁决视为在仲裁地作出。

（四）仲裁庭可以确定进行案件合议的地点。除非当事人另有约定，仲裁庭还可视案件的具体情形确定开庭地。

## **第八条 仲裁语言**

（一）当事人对仲裁语言有约定的，从其约定。当事

人对仲裁语言没有约定的，以中文为仲裁语言。仲裁庭也可对仲裁语言没有约定的，以中文为仲裁语言。仲裁庭也可以视案件的具体情形确定以其他语言为仲裁语言。

（二）当事人提交的仲裁文书和证明材料，仲裁庭认为必要时可以要求当事人提供相应语言的译本。

## **第九条 放弃异议**

一方当事人知道或理应知道仲裁协议或本规则中规定的任何条款或情事未被遵守，仍参加仲裁程序或继续进行仲裁程序而且不对此不遵守情况及时地、明示地提出书面异议的，视为放弃提出异议的权利。

## **第十条 适用法律**

（一）当事人对案件实体适用法律有约定的，从其约定；没有约定的，仲裁庭应当视案件具体情形确定其认为合适的适用法律。

（二）仲裁庭应当根据事实和合同约定，依照法律规定，参考国际惯例，参照交易习惯，公平合理、独立公正地作出裁决。

（三）基于仲裁地法律规定，经当事人明示授权，仲裁庭可以“公允善良”原则作出裁决。

## 第二章 仲裁庭

### 第十一条 仲裁庭的组成

（一）当事人就仲裁庭组成人数有约定的，从其约定。没有约定的，争议金额不超过人民币 500 万元（含）的，仲裁庭应由一名仲裁员成立；争议金额超过人民币 500 万元的，仲裁庭应由三名仲裁员组成。

（二）当事人约定或根据本规则规定由一名仲裁员成立仲裁庭，但对仲裁员的指定或选定没有约定的，双方当事人应在最后一方当事人收到仲裁通知书后 15 日内共同选定一名仲裁员。无法达成一致意见的，由指定机构应一方当事人请求指定。该名仲裁员为独任仲裁员。

（三）仲裁庭由三名仲裁员组成的，双方当事人应在收到仲裁通知书后 15 日内各自选定一名仲裁员，第三名仲裁员由双方当事人选定的两名仲裁员于最后一名仲裁员被选定后 15 日内共同选定。第三名仲裁员为首席仲裁员。

如果一方当事人未能在上述期限内选定仲裁员，由指定机构应一方当事人请求在 15 日内指定。

如果当事人选定或 / 和由指定机构指定的两名仲裁员未能在最后一名仲裁员被选定或指定后的 15 日内就首席仲裁员人选达成一致意见的，首席仲裁员由指定机构应一名仲裁员或一方当事人请求在 15 日内指定。

（四）在首席仲裁员被选定或指定前，其他两名仲裁

员有权就其达成一致意见的仲裁事项做出决定、指令和裁决。

在首席仲裁员被选定或指定后，有关仲裁事项的决定、指令和裁决应依全体或多数仲裁员意见做出；如果其中一名仲裁员辞任或者无法继续履行职责，其余两名仲裁员如就相关仲裁事项达成一致意见，则该两名仲裁员有权就该仲裁事项做出决定、指令和裁决。

如果仲裁庭全体仲裁员不能就仲裁事项达成一致意见或多数意见，则相关决定、指令或裁决以首席仲裁员的意见作出。

## **第十二条 多方当事人仲裁庭的组成**

申请人或被申请人为多方当事人的，除非各方当事人就仲裁庭组成另有约定，多方当事人应分别作为共同申请人或共同被申请人根据本规则第十一条的规定选定仲裁员。

## **第十三条 披露**

仲裁员接受选定 / 指定时，应书面披露可能对其公正性和独立性产生合理怀疑的任何情况。

在仲裁程序进行期间，如果出现应予披露的情形，仲裁员应立即向当事人以及其他仲裁员书面披露。

## 第十四条 仲裁员的回避

（一）当事人以仲裁员披露的事项为由要求该仲裁员回避的，应在收到仲裁员的书面披露后 10 日内书面提出。逾期，则不得以仲裁员已披露的事项为由申请该仲裁员回避。

（二）当事人对仲裁员的公正性或独立性产生合理怀疑的，可以书面请求该仲裁员回避，但应说明回避请求所依据的事实和理由，并举证。

对仲裁员的回避请求应在收到仲裁庭组成通知后 15 日内书面提出，在此之后得知回避事由的，应在得知回避事由后 15 日内书面提出，但不得晚于最后一次开庭审理终结或书面审理终结。

（三）回避请求应当发送其他当事人、被请求回避的仲裁员以及其他仲裁员。

（四）一方当事人请求仲裁员回避，其他当事人同意的，应予回避，被申请回避的仲裁员也可以主动辞任。上述情形并不表示当事人提出回避的理由成立。

（五）回避请求发送后 15 日内，其他当事人不同意或者被申请回避的仲裁员未辞任，申请回避的当事人坚持要求回避的，由指定机构在回避请求发送后 30 日内作出决定。

## 第十五条 仲裁员的替换

(一) 仲裁员不作为或者在法律上或事实上无法履行职责的,当事人可申请替换仲裁员,仲裁员也可以主动辞任。

(二) 在仲裁程序进行期间替换仲裁员的,应按照原选定或指定仲裁员的方式重新选定或指定替代仲裁员。

(三) 重新选定或指定仲裁员后,由仲裁庭决定是否重新审理及重新审理的范围。



## 第三章 仲裁程序

### 第十六条 仲裁申请书

（一）申请人应在仲裁庭规定的期限内，将仲裁申请书送达被申请人和仲裁员。申请人可决定将本规则第三条规定的仲裁通知书作为仲裁申请书，但该仲裁通知书应符合本条第（二）款和第（三）款要求。

（二）仲裁申请书应包括以下内容：

1. 当事人的名称和联系方式；
2. 申请仲裁所依据的仲裁条款或仲裁协议；
3. 案情和争议要点；
4. 明确的仲裁请求，如涉及金额的，需明确数额；
5. 仲裁请求所依据的事实和理由。

（三）在提交仲裁申请书时，附具申请人仲裁请求所依据的证据材料以及其他证明文件。

### 第十七条 仲裁答辩书

（一）被申请人应在仲裁庭规定的期限内，将答辩书送达申请人和仲裁员。被申请人可决定将本规则第四条规定的对仲裁通知书的答复作为答辩书，但该答复应符合本条第（二）款要求。

（二）答辩书应对本规则第十六条第（二）款第2项至第5项规定内容作出答辩，并附具被申请人所依据的所有

文件和证据。

(三) 被申请人可在答辩书或后续仲裁程序中提出仲裁反请求。仲裁庭有权决定被申请人提出反请求的最后期限。

(四) 第十六条第(二)款和第(三)款规定适用于根据本条第(三)款和第四条第(二)款第5项提出的仲裁反请求。

## **第十八条 对仲裁请求或反请求的变更**

(一) 在仲裁程序中,当事人可以变更其仲裁请求或反请求。如果当事人提出变更请求的时间过迟或者存在损害其他当事人利益等仲裁庭认为不宜允许变更情形的,仲裁庭有权拒绝变更请求。

(二) 变更后的仲裁请求或反请求不得超出仲裁庭的管辖范围。

## **第十九条 对仲裁协议及 / 或管辖权的异议**

(一) 仲裁庭有权对仲裁协议的存在、效力以及案件管辖权作出决定。

(二) 合同变更、解除、终止、转让、失效、无效、未生效、被撤销以及成立与否,均不影响仲裁条款或仲裁协议的效力。

(三) 对仲裁庭管辖权的异议,最迟应在答辩书中提出,涉及仲裁反请求的,最迟应在对仲裁反请求的答辩中

提出。当事人已选定仲裁员或参与选定指定机构的，不妨碍其提出管辖权异议。对仲裁庭超越权限的异议，应在所指称超越权限事项出现后尽快提出。仲裁庭有权决定是否允许延期提出异议。

（四）仲裁庭就管辖权作出决定时，可以在仲裁程序中单独作出，也可以在裁决书中一并作出。

（五）对仲裁协议及 / 或仲裁案件管辖权提出异议不影响仲裁程序的继续进行。

（六）上述管辖权异议及 / 或决定包括仲裁案件主体资格异议及 / 或决定。

（七）仲裁庭认定无管辖权的，应当作出撤销案件的决定。

## **第二十条 追加当事人**

经一方当事人书面申请并征得拟被追加当事人在内的各方当事人书面同意后，仲裁庭有权决定追加当事人。追加当事人后仲裁程序的进行由仲裁庭决定。

## **第二十一条 合并开庭**

如果两个或多个仲裁案件涉及相同的事实或法律问题，经各方当事人同意，仲裁庭可以决定对两个或多个仲裁案件合并开庭，并可以决定：

（一）一个案件中当事人提交的文件可以转交给另一

个案件当事人；

（二）一个案件中提交的证据可以在另一个案件中被接受和采纳，但是必须给予所有当事人对这些证据发表意见的机会。

## **第二十二条 仲裁庭权力**

（一）在不违反本规则规定的情况下，仲裁庭可以其认为适当的方式进行仲裁，但须平等对待各方当事人，给予当事人陈述案情的机会。仲裁庭应避免不必要的程序延迟和费用支出，确保程序公平有效。

（二）仲裁庭一经组成，即应在征求各方当事人意见后，根据实际情况尽快确定仲裁程序进行时间表。

（三）仲裁庭可以决定，要求各方当事人就特定问题提交进一步书面陈述，并规定提交书面陈述的期限。

（四）前款提交书面陈述（包括仲裁申请书和答辩书）的期限一般不得超过 30 日。仲裁庭认为确有必要的，可以延长该期限。

## **第二十三条 临时措施**

（一）临时措施是仲裁庭在裁决作出之前决定采取的临时性措施，包括财产保全、证据保全、行为保全和仲裁庭认为必要的其他措施。

（二）经一方当事人请求，仲裁庭依据所适用的法律或

当事人的约定可以决定采取其认为必要或适当的临时措施，并有权决定由请求临时措施的一方当事人提供适当的担保。

（三）经一方当事人申请，仲裁庭认为确有必要的，可以决定修改、中止或解除临时措施。

（四）请求或准予临时措施所依据的情况发生重大变化的，仲裁庭可以要求当事人立即披露。

（五）当事人因错误申请临时措施而造成损害的，应当赔偿其他当事人因此所遭受的损失，仲裁庭可以在仲裁程序进行期间予以裁定。

（六）当事人向法院申请临时措施，不得视为与仲裁协议不符，或视为放弃仲裁协议。

## **第二十四条 举证和质证**

（一）当事人对其仲裁请求、反请求或答辩所依据的事实负有举证责任。

（二）仲裁庭可以规定当事人提交证据的期限。当事人应在规定的期限内提交证据。逾期提交的，仲裁庭可以不予接受。

（三）当事人可以就事实问题或专业问题向仲裁庭申请证人、专家出庭作证，并应在开庭审理前提交书面证言。

（四）仲裁程序进行期间，仲裁庭有权要求各方当事人在仲裁庭规定的期限内出示文件、证物或其他证据。

（五）开庭审理的案件，证据应在开庭时出示，当事人可以质证。

（六）对于书面审理案件的证据材料，或对于开庭后提交的证据材料当事人同意书面质证的，可以进行书面质证。书面质证的，当事人应在仲裁庭规定的期限内提交书面质证意见。

（七）仲裁庭有权就证据的合法性、真实性、关联性作出决定。

## **第二十五条 预备会议**

仲裁庭可以根据案件情况组织召开预备会议，就庭前程序、开庭安排、举证期限等问题进行协商安排。

## **第二十六条 审理**

（一）除非当事人另有约定，仲裁庭应当开庭审理案件。经各方当事人同意，仲裁庭也可以根据书面文件和其他资料进行书面审理。

（二）开庭审理的案件，仲裁庭应及时确定开庭日期、时间和地点，并提前通知各方当事人。当事人有正当理由的，可以请求延期开庭。延期开庭申请应尽早书面提出，是否延期由仲裁庭决定。

（三）除非当事人另有约定，开庭审理的案件，仲裁庭可以根据案件实际情况决定以远程视频会议等适当的方

式开庭。仲裁程序中如出现不宜以远程视频等方式开庭的，仲裁庭有权决定将开庭转为线下进行。

（四）对证人以及专家的质询，按照仲裁庭确定的条件和方式进行。

（五）除非当事人另有约定，案件审理不公开进行。

## **第二十七条 专家和鉴定人**

（一）经征求当事人意见，仲裁庭可以指定专家或鉴定人就案件专门问题向仲裁庭出具书面报告。

（二）仲裁庭有权要求当事人、当事人也有义务向专家或鉴定人提供或出示任何有关资料、文件或财产、实物，供专家或鉴定人审阅、检验或鉴定。

（三）专家报告和鉴定报告副本应转交当事人，给予当事人发表意见的机会。

（四）除非当事人另有约定，专家或鉴定人应当参加开庭，接受质询，并在仲裁庭认为必要时就报告作出解释。

## **第二十八条 缺席审理**

（一）在本规则或仲裁庭规定的期限内，申请人未递交仲裁申请书且未充分说明理由的，除非仲裁庭认为尚有应当做出决定的未决事项，仲裁庭可以决定终止仲裁程序，撤销案件。

（二）申请人无正当理由开庭时不到庭的，或在庭审

中未经仲裁庭许可中途退庭的，可以视为撤回仲裁申请；被申请人提出反请求的，不影响仲裁庭就反请求进行审理，作出裁决。

（三）被申请人无正当理由开庭时不到庭的，或在庭审中未经仲裁庭许可中途退庭的，仲裁庭可以进行缺席审理并作出裁决；被申请人提出反请求的，可以视为撤回反请求。

（四）当事人经仲裁庭提醒未在规定期限内出示文件、证物或其他证据，且未充分说明理由的，仲裁庭可依据已有证据作出裁决。

## **第二十九条 撤回仲裁申请**

（一）当事人可以撤回全部仲裁请求或全部仲裁反请求。申请人撤回全部仲裁请求的，不影响仲裁庭就被申请人的仲裁反请求进行审理裁决。被申请人撤回全部仲裁反请求的，不影响仲裁庭就申请人的仲裁请求进行审理裁决。

（二）因当事人自身原因致使仲裁程序不能进行的，可以视为其撤回仲裁请求。

（三）仲裁请求和反请求全部撤回的，仲裁庭可以决定终止仲裁程序，撤销案件。



## 第三十条 调解 / 和解

(一) 当事人有调解意愿的，或一方当事人有调解意愿并经仲裁庭征得另一方当事人同意的，仲裁庭可以在仲裁程序中对案件进行调解。双方当事人也可以自行和解。

(二) 仲裁庭征得双方当事人同意后可以按照其认为适当的方式进行调解。调解过程中任何一方当事人提出终止调解或仲裁庭认为已无调解成功可能的，仲裁庭应当终止调解。

(三) 裁决作出前，当事人就争议达成和解协议的，应各方当事人请求并经仲裁庭同意，仲裁庭可以根据和解协议作出裁决书，并可以不附具裁决理由。本规则第三十三条第(二)款、第(四)款和第(五)款规定适用于按照和解协议作出的裁决。

## 第三十一条 仲裁审理程序终止决定

在裁决作出前经仲裁庭征询，当事人未在规定期限内书面表示需要提交进一步的证据、书面意见，或需要证人、专家出庭作证，或者仲裁程序无法继续进行的，仲裁庭应当作出终止仲裁审理程序的决定。如果仲裁庭认为确有必要，可以在裁决作出前决定重新进入仲裁审理程序。

## 第四章 裁决

### 第三十二条 裁决的作出

(一) 除非当事人另有约定，仲裁庭应在仲裁审理程序终止之日起 3 个月内作出裁决。

(二) 仲裁庭组成人数超过一人的，裁决应以仲裁庭成员全体意见或多数意见作出。

仲裁庭成员达不成多数意见或经仲裁庭授权，首席仲裁员可以单独作出裁决。

### 第三十三条 裁决的形式和效力

(一) 仲裁庭可以在不同时间针对不同请求事项分别作出裁决。

(二) 仲裁裁决应以书面形式作出，一经作出，系为终局，对各方当事人均具有拘束力，当事人应当依照裁决书载明的期限履行；裁决书未载明履行期限的，应立即履行。

(三) 除非当事人另有约定或本规则另有规定，仲裁庭应说明裁决所依据的理由。

(四) 裁决书应由仲裁庭全体仲裁员署名，载明作出日期和仲裁地。仲裁员未予署名的，应在裁决书中写明未予署名的理由。

除非仲裁地法律另有规定、当事人另有约定或仲裁庭

另有决定，裁决书可以电子方式签署。

（五）仲裁庭应将经仲裁员署名的裁决书发送各方当事人。

（六）经各方当事人同意，裁决可在隐去当事人名称及其他可识别信息后予以公开；为了保护或实施特定法定权利，或者涉及法院或其他主管机关法律程序要求，裁决可在法律要求予以披露的情况下和限度内予以公开。

## **第三十四条 裁决书的更正或补充**

（一）当事人可在收到裁决书后 30 日内，就裁决书中的书写、打印、计算错误或其他类似性质的错误或遗漏事项，书面请求仲裁庭进行更正或补充。确有错误或遗漏事项的，仲裁庭应当自收到书面申请之日起 30 日内做出书面更正或补充裁决。如有必要，仲裁庭可延长作出裁决书更正或补充的期限。

（二）仲裁庭也可以在发出裁决书后的合理时间内自行以书面形式对裁决书中的书写、打印、计算错误或其他类似性质的错误作出更正或就遗漏事项补充裁决。

（三）上述更正或补充裁决构成裁决书的一部分，适用本规则第三十二条第（二）款及第三十三条第（二）至（六）款的规定。

## 第五章 仲裁费用

### 第三十五条 费用

本规则所指仲裁费用包括：

- （一）根据本规则第三十六条确定的每位仲裁员的报酬；
- （二）仲裁庭因办理案件而支出的差旅费和其他合理费用；
- （三）仲裁庭征询专家意见而产生的合理费用；
- （四）其他辅助人员的合理费用；
- （五）经仲裁庭核准出庭的证人，其差旅费和其他合理费用；
- （六）仲裁庭确定的各方当事人参与仲裁程序而产生的合理费用；
- （七）指定机构的服务费用；
- （八）其他合理费用。

### 第三十六条 仲裁员的报酬和开支

（一）仲裁员报酬确定应充分考虑案件争议金额、复杂程度、仲裁员花费的时间以及案件其他有关情况。本规则附件一“仲裁员报酬参考费用表”可作为参考。

（二）指定机构另行制定了仲裁员报酬参考费用表或规定仲裁员报酬将适用特定费用表或特定办法予以确定，仲

裁庭认为适合的，应依据该费用表或办法确定报酬。

（三）仲裁庭组成后应将其确定报酬和开支的提议及时通知各方当事人。当事人可在收到上述通知后 15 日内请求指定机构对仲裁庭报酬和开支的提议进行审查。指定机构认为仲裁庭的提议与本条第（一）款不符的，应在收到审查请求后 30 日内对仲裁庭报酬和开支的提议作出必要调整。指定机构作出的调整对仲裁庭具有约束力。

（四）仲裁庭通知当事人根据本条第（一）款和第（二）款确定的仲裁员报酬和开支时，应当解释相关金额的计算方式。

当事人在收到仲裁庭报酬和开支的决定后 15 日内可请求指定机构对仲裁员报酬和开支的决定进行审查。

如果指定机构认为仲裁庭报酬和开支的决定与仲裁庭根据本条第（三）款提议的报酬和开支及其调整不一致，或者明显过高，指定机构应在收到审查请求后 30 日内，根据本条第（一）款的规定对仲裁庭报酬和开支的决定作出必要调整。指定机构的调整对仲裁庭具有约束力。

仲裁庭应将指定机构的上述调整写入裁决书，裁决书已经作出的，应对裁决书进行更正或补充。

（五）本条第（三）款或第（四）款有关指定机构对仲裁员报酬和开支的审查或调整不影响仲裁程序的继续进行。

（六）本条第（四）款有关指定机构对仲裁员报酬和开支决定的审查，不影响裁决书中除仲裁庭报酬和开支之

外的其他事项的裁定、承认和执行。

## **第三十七条 费用分担**

（一）仲裁庭有权要求一方当事人预缴或要求双方当事人分摊预缴仲裁费用。一方当事人经仲裁庭通知拒绝预缴费用的，仲裁庭可以要求另一方当事人代为预缴。

（二）仲裁庭应在最终裁决书或者其他决定中确定仲裁费用。

（三）除非当事人另有约定，仲裁费用原则上应由败诉方承担。仲裁庭有权根据案件具体情况裁定当事人之间分摊仲裁费用的比例，并根据费用分摊比例裁定一方当事人需向另一方当事人支付的费用数额。

## **第三十八条 费用交存**

（一）仲裁庭可以要求各方当事人交存等额款项作为本规则第三十六条第（一）款至第（三）款规定费用的预付金。

（二）仲裁庭可以在仲裁程序中要求各方当事人进一步交存补充费用。

（三）当事人在收到付款通知后 30 日内未缴付费用的，仲裁庭应将此情况通知各方当事人，以便其他当事人代为缴付。拒不缴付的，仲裁庭可裁定暂停或终止仲裁程序。

(四) 仲裁庭在作出仲裁程序终止决定或裁决书后，应将仲裁费用账单发送当事人。预付费用有余额的，应退还当事人。

## 附件 仲裁员报酬参考费用表

争议金额（人民币）	仲裁员报酬（人民币）	
	最低	最高
400,000以下	争议金额的3%	争议金额的10.5%
400,001至800,000	12,000+争议金额 400,000 以上部分的2.2%	42,000+争议金额 400,000以上部分的8%
800,001至4,000,000	20,800+争议金额 800,000 以上部分的0.75%	74,000+争议金额 800,000 以上部分的4%
4,000,001至8,000,000	44,800+争议金额 4,000,000 以上部分的0.6%	202,000+争议金额 4,000,000 以上部分的2.3%
8,000,001至 16,000,000	68,800+争议金额 8,000,000 以上部分的0.35%	294,000+争议金额 8,000,000 以上部分的1%
16,000,001 至 32,000,000	96,800+争议金额 16,000,000 以上部分的0.20%	374,000+争议金额 16,000,000 以上部分的0.6%
32,000,001 至 65,000,000	128,800+争议金额 32,000,000 以上部分的0.06%	470,000+争议金额 32,000,000 以上部分的0.2%
65,000,001 至 160,000,000	148,600+争议金额 65,000,000 以上部分的0.05%	536,000+争议金额 65,000,000 以上部分的0.1%
160,000,001 至 320,000,000	196,100+争议金额 160,000,000 以上部分的0.03%	631,000+争议金额 160,000,000 以上部分的0.09%
320,000,001 至 480,000,000	212,100+争议金额 320,000,000 以上部分0.01%	775,000+争议金额 320,000,000 以上部分0.08%
480,000,001 至 810,000,000	228,100+争议金额 480,000,000 以上部分0.008%	903,000+争议金额 480,000,000 以上部分0.06%
810,000,001以上	254,500+争议金额 810,000,000 以上部分0.05%, 仲裁员报酬最高不得 超过12,000,000元	1,101,000+争议金额 810,000,000 以上部分0.05%, 仲裁员报酬最高不得 超过12,000,000元



## ***Ad Hoc* Arbitration Model Clause**

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

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 applicable law of the arbitration clause shall be [...].

This contract shall be governed by the substantive 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.

## Article 3 Notice of Arbitration

1. The party or parties (the Claimant) initiating recourse to arbitration 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 claims;
- (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 claims, if any, including an indication of the amount in relation to the 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, paragraph 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, paragraph 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 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 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 designated 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 designated 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 arbitrators 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 communicate 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

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 circumstance 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 the parties have agreed on a sole-arbitrator tribunal yet 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 time, the appointing authority shall appoint an arbitrator. The arbitrator jointly nominated or appointed shall be the Sole Arbitrator.

3. 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 receipt by the last party of the Notice of Arbitration, 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 time to nominate an arbitrator, the appointing authority shall make the appointment within fifteen (15) days upon 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 last arbitrator, the appointing authority shall appoint the Presiding Arbitrator.

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 is removed or unable to participate, 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, the Claimant(s) and/or the Respondent(s), shall consult among themselves respectively and jointly nominate



one arbitrator pursuant to article 11.

## **Article 13 Disclosures by Arbitrators**

When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

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

## **Article 14 Challenge of Arbitrators**

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 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 document submission.

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

4. Where one party requests an arbitrator to withdraw and other parties agree to such request, the arbitrator who is being challenged shall withdraw from this arbitration, or the arbitrator being challenged 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 other parties do 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 is prohibited by law or in fact from performing the duties, the parties may replace the arbitrator. Such an arbitrator may also voluntarily withdraw from office.

2. Where an arbitrator has to be replaced during the course of 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 the replaced 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 elect 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 relied on and other supporting documents.

## **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 elect 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 in 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 the Claim or Counterclaim**

1. During the course of the arbitral proceedings, the Claimant may amend its claim, and the Respondent may amend its counterclaim.

The arbitral tribunal has the power to reject any amendment or supplement if it considers such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances.

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

## **Article 19 Pleas as to the Arbitration Agreement and/or Jurisdiction of the Arbitral Tribunal**

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.

2. A decision by the arbitral tribunal that the contract is changed, terminated, transferred, invalid, null, unenforced, withdrawn or concluded or not shall not affect the validity of the arbitration agreement/clause.

3. A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counterclaim, in the reply to the counterclaim. A party is not precluded from raising such a plea by the fact that it has nominated, or participated in the nomination of, an arbitrator. A plea 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 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 plea.

4. The arbitral tribunal may rule on a plea 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 pleas 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 consulting with 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 shall be made available to the parties to the other arbitration;

(b) that the evidence produced in one arbitration shall be accepted and admitted in the other arbitration, provided that all parties being given opportunities to comment on such evidence.

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

1. Without prejudice 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. The arbitral tribunal shall avoid unnecessary delay or expense, and provide a fair means for the arbitral proceedings.

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 circumstance of the case.

3. The arbitral tribunal may order a party to submit further written statements on specific matters and set a time limit for such submissions.

4. In principle, the aforesaid time limit for written statement (including



claims and counterclaims) 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, the arbitral tribunal orders a party, including without limitation, to preserve assets, evidence, behavior and other measures that it considers necessary.

2. The arbitral tribunal may, at the request of a party, take an interim measure that it considers necessary or appropriate, 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 defense.

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 hearing.

4. During the arbitral proceedings, the arbitral tribunal has the power to request the parties to produce evidence such as documents and physical objects within the specified time period.

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 on the evidence in writing within the time period specified by the arbitral tribunal.

7. The arbitral tribunal shall decide on the admissibility, relevance, materiality and weight 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 so agree.

2. In the event of an oral hearing, the arbitral tribunal shall timely fix the date, time and venue 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. 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 circumstance 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 hearings in person.

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 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 justified reasons for such failure, 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 from an on-going oral hearing without the permission of the arbitral tribunal, without justified reasons for such failure, 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, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without justified reasons for such failure, the arbitral tribunal may make the award on the evidence before it.

## **Article 29 Withdrawal of Request for Arbitration**

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. A case may be dismissed if the claim and counterclaim have been fully withdrawn. Where a case is to be dismissed prior to the constitution of the arbitral tribunal, the arbitral tribunal shall make a decision on termination of the arbitral proceeding and the dismissal.

## **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 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 paragraph 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 Arbitral Proceedings**

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 written opinion or to apply to call a witness or expert witness to testify, or if the continuation of the arbitral proceedings becomes impossible, the arbitral tribunal shall issue an order for the termination of arbitral proceedings. The arbitral tribunal may, before the award is made, resume the arbitral proceedings if it considers necessary to do so.



## **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 arbitral proceedings.

2. When there is more than one arbitrator, any award of the arbitral tribunal shall be made by a 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 the 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. With the consent of all the parties, an award may be made public.

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 of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

## **Article 34 Correction or Amendment of the 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 error in computation, any clerical or typographical error, or any error of a similar nature, or for an additional award on omitted

claim or counterclaims contained in the award. Where such an error indeed exists in the award, the arbitral tribunal shall make the correction 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 errors of similar nature or make an additional award on omitted claim 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 Fees and Costs**

### **Article 35 Costs**

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

- (a) The remuneration of each arbitrator of the arbitral tribunal in accordance with article 36;
- (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 witnesses 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 Remuneration and Expenses of Arbitrators**

1. The remuneration of the arbitrators shall be determined by

taking into account the amount in dispute, the complexity of the 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 as a reference.

2. Where the appointing authority, if any, has a schedule or particular method for determining the remuneration of arbitrators, the arbitral tribunal shall determine its remuneration 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 remuneration and fees. Within fifteen (15) days of receipt of such proposal, any party may request the appointing authority for review. If, within 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' remuneration 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 the arbitral tribunal's determination of remuneration and expenses, any party may

request the appointing authority to review such determination .

If the appointing authority finds that the arbitral tribunal' s determination is inconsistent with the arbitral tribunal' s proposal (and any adjustment thereto) under paragraph 3 or is otherwise manifestly excessive, it shall, within thirty (30) days of shall of the aforesaid request for review, make any necessary adjustments to the arbitral tribunal' s determination in accordance with paragraph 1. 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 remuneration 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 remuneration 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 the payment.

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

3. 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 order that one or more of them may make the required payment. 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 an accounting to the parties of the deposits received and return any unexpended balance to the parties.



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

Amount in Dispute (RMB)	Arbitrator's Remuneration (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	161,000+ 0.05% of the amount over 65,000,000	587,500+ 0.1% of the amount over 65,000,000
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