

Arbitration Law of the People's Republic of China

(Adopted at the 8th Session of the Standing Committee of the 8th National People's Congress and Promulgated on August 31, 1994)

Whole document

Arbitration Law of the People's Republic of China

(Adopted at the 8th Session of the Standing Committee of the 8th National People's Congress and Promulgated on August 31, 1994)

Chapter I General Provisions

Article 1

This Law is formulated in order to ensure that economic disputes shall be impartially and promptly arbitrated, to protect the legitimate rights and interests of the relevant parties and to guarantee the healthy development of the socialist market economy.

Article 2

Disputes over contracts and disputes over property rights and interests between citizens, legal persons and other organizations as equal subjects of law may be submitted to arbitration.

Article 3

The following disputes shall not be submitted to arbitration:

1. disputes over marriage, adoption, guardianship, child maintenance and inheritance; and
2. administrative disputes falling within the jurisdiction of the relevant administrative organs according to law.

Article 4

The parties adopting arbitration for dispute settlement shall reach an arbitration agreement on a mutually voluntary basis. An arbitration commission shall not accept an application for arbitration submitted by one of the parties in the absence of an arbitration agreement.

Article 5

A people's court shall not accept an action initiated by one of the parties if the parties have concluded an arbitration agreement, unless the arbitration agreement is invalid.

Article 6

An arbitration commission shall be selected by the parties by agreement.

The jurisdiction by level system and the district jurisdiction system shall not apply in arbitration.

Article 7

Disputes shall be fairly and reasonably settled by arbitration on the basis of facts and in accordance with the relevant provisions of law.

Article 8

Arbitration shall be conducted in accordance with the law, independent of any intervention by administrative organs, social organizations or individuals.

Article 9

The single ruling system shall be applied in arbitration. The arbitration commission shall not accept any application for arbitration, nor shall a people's court accept any action submitted by the party in respect of the same dispute after an arbitration award has already been given in relation to that matter.

If the arbitration award is canceled or its enforcement has been disallowed by a people's court in accordance with the law, the parties may, in accordance with a new arbitration agreement between them in respect of the dispute, re-apply for arbitration or initiate legal proceedings with the people's court.

Chapter II Arbitration Commissions and Arbitration Association

Article 10

Arbitration commissions may be established in the municipalities directly under the Central Government, in the municipalities where the people's governments of provinces and autonomous regions are located or, if necessary, in other cities divided into districts. Arbitration commissions shall not be established at each level of the administrative divisions.

The people's governments of the municipalities and cities specified in the above paragraph shall organize the relevant departments and the Chamber of Commerce for the formation of an arbitration commission.

The establishment of an arbitration commission shall be registered with the judicial administrative department of the relevant province, autonomous region or municipalities directly under the Central Government.

Article 11

An arbitration commission shall fulfil the following conditions:

1. it must have its own name, domicile and Articles of Association;
2. it must possess the necessary property;
3. it must have its own members; and
4. it must have arbitrators for appointment.

The articles of association of the an arbitration commission shall be formulated in accordance with this Law.

Article 12

An arbitration commission shall comprise a chairman, two to four vice-chairmen and seven to eleven members.

The chairman, vice-chairmen and members of an arbitration commission must be persons specialized in law, economic and trade and persons who have actual working experience. The number of specialists in law, economic

and trade shall not be less than two-thirds of the members of an arbitration association.

Article 13

The arbitration commission shall appoint fair and honest person as its arbitrators.

Arbitrators must fulfil one of the following conditions:

1. they have been engaged in arbitration work for at least eight years;
2. they have worked as a lawyer for at least eight years;
3. they have been a judge for at least eight years;
4. they are engaged in legal research or legal teaching and in senior positions; and
5. they have legal knowledge and are engaged in professional work relating to economics and trade, and in senior positions or of the equivalent professional level.

The arbitration commission shall establish a list of arbitrators according to different professionals.

Article 14

Arbitration commissions are independent of administrative organs and there are no subordinate relations with any administrative organs nor between the different arbitration commissions.

Article 15

The China Arbitration Association is a social organization with the status of a legal person. Arbitration commissions are members of the China Arbitration Association. The Articles of Association of the China Arbitration Association shall be formulated by the national general meeting of the members.

The China Arbitration Association is an organization in charge of self-regulation of the arbitration commissions. It shall conduct supervision over the conduct (any breach of discipline) of the arbitration commissions and their members and arbitrators in accordance with its articles of association.

The China Arbitration Association shall formulate Arbitration Rules in accordance with this Law and the Civil Procedure Law.

Chapter III Arbitration Agreement

Article 16

An arbitration agreement shall include the arbitration clauses provided in the contract and any other written form of agreement concluded before or after the disputes providing for submission to arbitration.

The following contents shall be included in an arbitration agreement:

1. the expression of the parties' wish to submit to arbitration;
2. the matters to be arbitrated; and
3. the Arbitration Commission selected by the parties.

Article 17

An arbitration agreement shall be invalid under any of the following circumstances:

1. matters agreed upon for arbitration are beyond the scope of arbitration prescribed by law;
2. an arbitration agreement concluded by persons without or with limited capacity for civil acts; and
3. one party forces the other party to sign an arbitration agreement by means of duress.

Article 18

If the arbitration matters or the arbitration commission are not agreed upon by the parties in the arbitration agreement, or, if the relevant provisions are not clear, the parties may supplement the agreement. If the parties fail to agree upon the supplementary agreement, the arbitration agreement shall be invalid.

Article 19

An arbitration agreement shall exist independently. Any changes to, rescission, termination or invalidity of the contract shall not affect the validity of the arbitration agreement.

An arbitration tribunal has the right to rule on the validity of a contract.

Article 20

If the parties object to the validity of the arbitration agreement, they may apply to the arbitration commission for a decision or to a people's court for a ruling. If one of the parties submits to the arbitration commission for a decision, but the other party applies to a people's court for a ruling, the people's court shall give the ruling. If the parties contest the validity of the arbitration agreement, the objection shall be made before the start of the first hearing of the arbitration tribunal.

Chapter IV Arbitration Procedure

Section 1: Application and Acceptance for Arbitration

Article 21

The parties applying for arbitration shall fulfil the following conditions:

1. they must have an arbitration agreement;
2. they must have a specific claim with facts and argument on which the claim is based; and
3. the arbitration must be within the jurisdiction of the arbitration commission.

Article 22

The party applying for arbitration shall submit to an arbitration commission the arbitration agreement, an application for arbitration and copies thereof.

Article 23

An arbitration application shall state clearly the following:

1. the name, sex, age, occupation, work unit and address of the party, the name address and legal representative of the legal person or other organization and the name and position of its person-in charge;
2. the arbitration claim and the facts and argument on which the claim is based; and
3. evidence and the source of evidence, the name and address of the witness (es).

Article 24

Within 5 days from the date of receiving the arbitration application, the arbitration commission shall notify the parties that it considers the conditions for acceptance have been fulfilled, and that the application is accepted by it. If the arbitration commission considers that the conditions have not been fulfilled, it shall notify the parties in writing of its rejection, stating its reasons.

Article 25

Upon acceptance of an arbitration application, the arbitration commission shall, within the time limit provided by the Arbitration Rules, serve a copy of the Arbitration Rules and the list of arbitrators on the applicant, and serve a copy of the arbitration application, the Arbitration Rules and the list of arbitrators on the respondent.

Upon receipt of a copy of the arbitration application, the respondent shall, within the time limit prescribed by the Arbitration Rules, submit its defence to the arbitration commission. Upon receipt of the defence, the arbitration commission shall, within the time limit prescribed by the Arbitration Rules, serve a copy of the reply on the applicant. The failure of the respondent to submit a defence shall not affect the proceeding of the arbitration procedures.

Article 26

Where the parties had agreed on an arbitration agreement, but one of the parties initiates an action before a people's court without stating the existence of the arbitration agreement, the people's court shall, unless the arbitration agreement is invalid, reject the action if the other party submits to the court the arbitration agreement before the first hearing of the case. If the other party fails to object to the hearing by the people's court before the first hearing, the arbitration agreement shall be considered to have been waived by the party and the people's court shall proceed with the hearing.

Article 27

The applicant may abandon or alter his arbitration claim. The

respondent may accept the arbitration claim or object to it. It has a right to make a counterclaim.

Article 28

A party may apply for property preservation if, as the result of an act of the other party or for some other reasons, it appears that an award may be impossible or difficult to enforce.

If one of the parties applies for property preservation, the arbitration commission shall submit to a people's court the application of the party in accordance with the relevant provisions of the Civil Procedure Law.

If a property preservation order is unfounded, the applicant shall compensate the party against whom the order was made for any losses sustained as a result of the implementation of the property preservation order.

Article 29

The parties and their legal representatives may appoint lawyers or engage agents to handle matters relating to the arbitration. In the event that a lawyer or an agent is appointed to handle the arbitration matters, a letter of authorization shall be submitted to the arbitration commission.

Section 2: Composition of the Arbitration Tribunal

Article 30

An arbitration tribunal may comprise three arbitrators or one arbitrator. If an arbitration tribunal comprises three arbitrators, a presiding arbitrator shall be appointed.

Article 31

If the parties agree to form an arbitration tribunal comprising three arbitrators, each party shall select or authorize the chairmen of the arbitration commission to appoint one arbitrator. The third arbitrator shall be selected jointly by the parties or be nominated by the chairman of the arbitration commission in accordance with a joint mandate given by the parties. The third arbitrator shall be the presiding arbitrator.

If the parties agree to have one arbitrator to form an arbitration tribunal, the arbitrator shall be selected jointly by the parties or be nominated by the chairman of the arbitration commission in accordance with a joint mandate given by the parties.

Article 32

If the parties fail, within the time limit prescribed by the Arbitration Rules, to select the form of the constitution of the arbitration tribunal or fail to select the arbitrators, the arbitrators shall be appointed by the chairman of the arbitration commission.

Article 33

After the arbitration tribunal is constituted, the arbitration

commission shall notify the parties in writing of the composition of the arbitration tribunal.

Article 34

In any of the following circumstances, an arbitrator must withdraw from the arbitration, and the parties shall have the right to apply for his withdrawal if he:

1. is a party or a close relative of a party or of a party's representative;
2. is related in the case;
3. has some other relationship with a party to the case or with a party's agent which could possibly affect the impartiality of the arbitration;
4. meets a party or his agent in private, accepts an invitation for dinner by a party or his representative or accepts gifts presented by any of them.

Article 35

When applying for the withdrawal of an arbitrator, the petitioning party shall state his reasons and submit a withdrawal application before the first hearing. A withdrawal application may also be submitted before the conclusion of the last hearing if reasons for the withdrawal only became known after the start of the first hearing.

Article 36

Whether an arbitrator is withdrawn or not shall be determined by the chairman of the arbitration commission. If chairman is serving as an arbitrator, the withdrawal or not shall be determined collectively by the arbitration commission.

Article 37

If an arbitrator is unable to perform his duties as an arbitrator as a result of the withdrawal or any other reasons, another arbitrator shall be selected or appointed in accordance with the provisions of this Law. After a replaced arbitrator has been selected or appointed following the withdrawal of an arbitrator, the parties may apply to resume the arbitration procedure. The arbitration tribunal shall determine whether the resumption of the procedure may be allowed. The arbitration tribunal may determine on its own whether the arbitration procedure shall be resumed.

Article 38

An arbitrator involved in one of the circumstances described in Item 4, Article 34, if it is serious, or those described in Item 6, Article 58, such arbitrator shall be legally liable in accordance with the law. The arbitration commission shall remove his name from the list of arbitrators.

Announcement of the Supreme People's Court

The "Interpretation of the Supreme People's Court concerning Some Issues on Application of the Arbitration Law of the People's Republic of China", which was adopted at the 1375th meeting of the Judicial Committee of the Supreme People's Court on December 26, 2005, is hereby promulgated, and shall come into force on September 8, 2006.

August 23, 2006

Interpretation of the Supreme People's Court concerning Some Issues on Application of the Arbitration Law of the People's Republic of China

(Adopted at the 1375th meeting of the Judicial Committee of the Supreme People's Court on December 26, 2005, Interpretation No. 7 [2006] of the Supreme People's Court)

In accordance with the "Arbitration Law of the People's Republic of China", the "Civil Litigation Law of the People's Republic of China" and other legal provisions, we hereby give our interpretation as follows concerning some issues on application of law for the people's courts to try arbitration-related cases:

Article 1 The term "agreements for arbitration in other written forms" as prescribed in Article 16 of the Arbitration Law shall include the agreements on resorting to arbitration which are reached in the forms of contracts, letters or data message (including telegraph, telefax, fax, electronic data interchange and e-mail), etc.

Article 2 Where the parties concerned synoptically agree that the matters to be arbitrated are contractual disputes, the disputes arising out of formation, effectiveness, modification, assignment, performance, liabilities for breach, interpretation, rescission, etc. of the contract may all be ascertained as matters to be arbitrated.

Article 3 Where the name of an arbitration institution as stipulated in the agreement for arbitration is inaccurate, but the specific arbitration institution can be determined, it shall be ascertained that the arbitration institution has been selected.

Article 4 Where an agreement for arbitration only stipulates the arbitration rules applicable to the dispute, it shall be deemed that the arbitration institution is not stipulated, unless the parties concerned reach a supplementary agreement or may

determine the arbitration institution according to the arbitration rules agreed upon between them.

Article 5 Where an agreement for arbitration stipulates two or more arbitration institutions, the parties concerned may choose either arbitration institution upon agreement when applying for arbitration; if the parties concerned cannot agree upon the choice of the arbitration institution, the agreement for arbitration shall be ineffective.

Article 6 Where an agreement for arbitration stipulates that the disputes shall be arbitrated by the arbitration institution at a certain locality and there is only one arbitration institution in this locality, the arbitration institution shall be deemed as the stipulated arbitration institution. If there are two or more arbitration institutions, the parties concerned may choose one arbitration institution for arbitration upon agreement; if the parties concerned fail to agree upon the choice of the arbitration institution, the agreement for arbitration shall be ineffective.

Article 7 Where the parties concerned agree that they may either apply to the arbitration institution for arbitration or bring a lawsuit with people's court for settlement of dispute, the agreement for arbitration shall be ineffective, unless after one party applies to the arbitration institution for arbitration, the other party fails to propose any objection within the period prescribed in Paragraph 2 of Article 20 of the Arbitration Law.

Article 8 Where a party concerned is merged or divided after concluding an agreement for arbitration, the agreement for arbitration shall be binding upon the successor of its rights and obligations.

Where a party concerned has died after concluding an agreement for arbitration, the agreement for arbitration shall be binding upon the inheritor who inherits his rights and obligations in the matter to be arbitrated.

The circumstances prescribed in the preceding two paragraphs shall not be applicable if the parties concerned have otherwise agreed between each other when concluding the agreement for arbitration.

Article 9 Where the credits or debts are entirely or partially assigned, the agreement for arbitration shall be binding upon the assignee, unless the parties concerned have otherwise agreed, or the assignee explicitly objects to the assignment of the credits or debts or does not know there is a separate agreement for arbitration.

Article 10 Where a contract does not become effective or is cancelled after being formed, the effectiveness of the agreement for arbitration shall be ascertained under Paragraph 1 of Article 19 of the Arbitration Law.

Where the parties concerned reach an agreement for arbitration regarding a dispute when concluding the contract, the effectiveness of the agreement for arbitration shall not be impacted if the contract is not formed.

Article 11 Where a contract stipulates that an effective arbitration clause in another contract or document shall apply in order to settle the disputes, the parties concerned shall, when a contractual dispute arises, resort to arbitration according to the said arbitration clause.

Where a relevant international treaty applicable to contracts involving foreign interests contains an arbitration provision, the parties concerned shall, when a contractual dispute arises, resort to arbitration in accordance with the arbitration provision in the international treaty.

Article 12 A case in which a party concerned applies to the people's court for confirmation of the effectiveness of an agreement for arbitration shall be under the jurisdiction of the intermediate people's court at the locality of the arbitration institution agreed upon in the agreement for arbitration; if the arbitration institution in the agreement for arbitration is not clearly stipulated, the said case shall be under the jurisdiction of the intermediate people's court at the locality of conclusion of the agreement for arbitration or at the respondent's domicile.

A case on applying for confirmation of the effectiveness of an agreement for arbitration involving foreign interests shall be under the jurisdiction of the intermediate people's court at the locality of the arbitration institution agreed upon in the agreement for arbitration, at the locality of conclusion of the agreement for arbitration, or at the claimant's or respondent's domicile.

A case on the effectiveness of an agreement for arbitration of a maritime dispute shall be under the jurisdiction of the maritime court at the locality of the arbitration institution agreed upon in the agreement for arbitration, at the locality of conclusion of the agreement for arbitration, or at the claimant's or respondent's domicile; if there is no maritime court at the above-mentioned places, it shall be under the jurisdiction of the nearest maritime court.

Article 13 As required by Paragraph 2 of Article 20 of the Arbitration Law, if a party concerned fails to object to the effectiveness of the agreement for arbitration prior to the first hearing in the arbitral tribunal, and then applies to the people's court for confirming the agreement for arbitration as ineffective, the application shall not be accepted by the people's court.

Where, after an arbitration institution makes a decision on the effectiveness of an agreement for arbitration, a party concerned applies to the people's court for confirming the agreement for arbitration as effective or applies for revoking the arbitration institution's decision, the application shall not be accepted by the people's court.

Article 14 The term "the first hearing" as mentioned in Article 26 of the Arbitration Law shall refer to the first trial in court, which is organized by the people's court after expiry of the period for defense, excluding all procedural activities prior to the trial.

Article 15 A people's court shall, when trying a case for confirmation of the effectiveness of an agreement for arbitration, form a collegial panel to make examination, and shall inquire of the parties concerned.

Article 16 The examination of the effectiveness of an agreement for arbitration which involves foreign interests shall be governed by the laws agreed upon between the parties concerned; if the parties concerned did not agree upon the applicable laws but have agreed upon the place of arbitration, the laws at the place of arbitration shall apply; if they neither agreed upon the applicable laws nor agreed upon the place of arbitration or the place of arbitration is not clearly agreed upon, the laws at the locality of the court shall apply.

Article 17 Where a party concerned applies for revocation of an arbitral award on a ground not prescribed in Article 58 of the Arbitration Law or Article 260 of the Civil Litigation Law, the application shall not be supported by the people's court.

Article 18 The term "no agreement for arbitration" as prescribed in Item (1) of Paragraph 1 of Article 58 of the Arbitration Law shall refer to that the parties concerned did not reach an agreement for arbitration. If the agreement for arbitration is ascertained as ineffective or is revoked, it shall be deemed that there is no agreement for arbitration.

Article 19 Where a party concerned applies for revocation of an arbitral award on the ground that the matter under arbitration goes beyond the scope of the agreement for

arbitration, and the application is found true from examination, the people's court shall revoke the excessive part in the arbitral award. If, however, the excessive part is inseparable from other matter under arbitration, the people's court shall revoke the arbitral award.

Article 20 The term "violation of legal procedures" as prescribed in Article 58 of the Arbitration Law shall refer to violation of the arbitration procedures prescribed in the Arbitration Law or a circumstance under which the arbitration rules chosen by the parties concerned might affect the correct award for the case.

Article 21 Where a case regarding which a party concerned applies for revoking the domestic arbitral award is under any of the following circumstances, the people's court may, in accordance with Article 61 of the Arbitration Law, notify the arbitral tribunal to arbitrate the case for a second time within a time limit:

- (1) The evidence on which the arbitral award is based is forged; or
- (2) The other party concealed any evidence, which is enough to impact the impartial award.

The people's court shall state in the notice the specific ground for requiring re-arbitration.

Article 22 Where an arbitral tribunal fails to begin the re-arbitration within the time limit specified by the people's court, the people's court shall rule to terminate the revocation procedures; if the re-arbitration is not begun, the people's court shall rule to resume the revocation procedures.

Article 23 Where a party concerned is dissatisfied with a re-arbitration award, it may, within six months as of service of the re-arbitration award, apply to the people's court for revocation of the re-arbitration award in accordance with Article 58 of the Arbitration Law.

Article 24 With respect to a case regarding which a party concerned applies for revocation of the arbitral award, the people's court shall form a collegial panel to try it, and inquire of the parties concerned.

Article 25 Where, after a people's court accepts the application filed by a party concerned for revocation of the arbitral award, the other party applies for enforcement

of the same arbitral award, the people's court that accepts the said enforcement application shall rule to suspend the enforcement after the acceptance.

Article 26 Where, after the application filed by a party concerned to the people's court for revocation of the arbitral award is rejected, the said party proposes its demur to no enforcement in the enforcement procedures on the same ground, such a demur shall not be supported by the people's court.

Article 27 Where a party concerned did not object to the effectiveness of an agreement for arbitration in the arbitration procedures, and requests revocation of the arbitral award or proposes demur to no enforcement on the ground of ineffectiveness of the agreement for arbitration after the arbitral award is rendered, the people's court shall not support its request or demur.

Where a party concerned objects to the effectiveness of an agreement for arbitration in the arbitration procedures, but requests revocation of the arbitral award or proposes demur to no enforcement on that ground after the arbitral award is rendered, the request or demur shall be supported by the people's court if it is found from examination to conform to Article 58 of the Arbitration Law or Article 217 or 260 of the Civil Litigation Law.

Article 28 Where a party concerned requests no enforcement of a letter of arbitral reconciliation or an arbitral award rendered on the basis of the reconciliation agreement between the parties, such a request shall not be supported by the people's court.

Article 29 A case regarding which a party concerned applies for enforcement of the arbitral award shall be under the jurisdiction of the intermediate people's court at the domicile of the party under enforcement or at the locality of the properties to be enforced.

Article 30 When actually required by the trial of a case on revocation or enforcement of an arbitral award, the people's court may ask the arbitration institution to make an explanation or may consult arbitration files from the relevant arbitration institution.

The ruling rendered by a people's court in the process of handling a case involving arbitration may be served on the relevant arbitration institution.

Article 31 The present Interpretation shall come into force as of the date of promulgation.

In case any previous judicial interpretation promulgated by the present court is inconsistent with the present Interpretation, the present Interpretation shall prevail.

贸仲规则 2012

China International Economic and Trade Arbitration Commission
CIETAC
Arbitration Rules

(Revised and adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on February 3, 2012. Effective as of May 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 performs the functions in accordance with these Rules under the direction of the Secretary General.

3. CIETAC is based in Beijing. It has sub-commissions or centers in Shenzhen, Shanghai, Tianjin and Chongqing. The sub-commissions/centers are CIETAC's branches, which accept arbitration applications and administer arbitration cases with CIETAC's authorization.

4. A sub-commission/center has a secretariat, which handles the day-to-day work of the sub-commission/center and performs the functions of the Secretariat of CIETAC in accordance with these Rules under the direction of the secretary general of the sub-commission/center.

5. Where a case is administered by a sub-commission/center, the functions and duties vested in 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.

6. 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 the arbitration application and administer the case. Where the parties have agreed to arbitration by a sub-commission/center, the secretariat of the sub-commission/center agreed upon by the parties shall accept the arbitration application 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 the arbitration application and administer the case. In the event of any dispute, a decision shall be made by CIETAC.

7. CIETAC sets up liaison offices in cities and industries where appropriate. The liaison offices are branches of CIETAC, and may perform the relevant functions in accordance with the written authorization of CIETAC.

Article 3 Jurisdiction

1. CIETAC accepts cases involving economic, trade and other disputes of a contractual or non-contractual nature, based on an agreement of the parties.

2. The cases referred to in the preceding paragraph include:

- (a) international or foreign-related disputes;
- (b) disputes related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan region; and
- (c) domestic disputes.

Article 4 Scope of Application

1. These Rules uniformly apply to CIETAC and its sub-commissions/centers.
2. The parties shall be deemed to have agreed to arbitration in accordance with these Rules if they have agreed to 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 applies 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 the arbitration institution, they shall be deemed to have agreed to refer the dispute to arbitration by CIETAC.
5. Where the parties agree to refer their 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. An arbitration agreement means an arbitration clause in a contract or any other form of a written agreement concluded between the parties providing for the settlement of disputes by arbitration.
2. The arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in the tangible form of a document such as a contract, letter, telegram, telex, fax, 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.
3. 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.

4. 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 CIETAC or its sub-commission/center administering the case. CIETAC may also determine the place of arbitration to be another location having regard to the circumstances of the case.
3. The arbitral award shall be deemed as having been made at the place of arbitration.

Article 8 Service of Documents and Periods of Time

1. All documents, notices and 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 the Secretariat of CIETAC or the arbitral tribunal.
2. The arbitration documents referred to in the preceding Paragraph 1 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 an address, the arbitration documents shall be sent to such party's address as 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 sent to the addressee's place of business, registration, domicile, habitual residence or mailing address, or where, after reasonable inquiries by the other party, none of the aforesaid addresses can be found, the arbitration correspondence is sent by the Secretariat of CIETAC 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.

Article 9 Bona Fide Cooperation

The parties and their representatives 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 day on which the Secretariat of CIETAC 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. Pay the arbitration fee in advance to CIETAC according to its Arbitration Fee Schedule.

Article 13 Acceptance of a Case

1. Upon a written application of a party, CIETAC shall accept a case in accordance with an arbitration agreement concluded between the parties either before or after the occurrence of the dispute, in which it is provided that disputes are to be referred to arbitration by CIETAC.

2. Upon receipt of a Request for Arbitration and its attachments, if after examination, the Secretariat of CIETAC finds the formalities required for arbitration application to be complete, it shall send a Notice of Arbitration to both parties together with one copy each of these Rules and CIETAC's Panel of Arbitrators. The Request for Arbitration and its attachments submitted by the Claimant shall be sent to the Respondent under the same cover.

3. Where after examination the Secretariat of 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 specified time period. In such a case, the Claimant's Request for Arbitration and its attachments shall not be kept on file by the Secretariat of CIETAC.

4. After CIETAC accepts a case, its Secretariat shall 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 the following contents and attachments:

(a) the name and address of the Respondent, including the zip code, telephone, fax, email, or any other means of electronic telecommunications;

(b) the defense to the Request for Arbitration setting forth the facts and grounds on which the defense is based; and

(c) the relevant documentary and other evidence on which the defense is based.

3. The arbitral tribunal has the power to decide whether to accept a Statement of Defense submitted after the expiration of the above time 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, the Secretariat of 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 such an extension. Where the arbitral tribunal has not yet been formed, the decision on whether to grant the extension of the time period shall be made by the 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 Amendment 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. At the request of a party and with the agreement of all the other parties, or where CIETAC believes it necessary and all the parties have agreed, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration.

2. In deciding whether to consolidate the 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 the parties, the arbitrations 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.

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 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 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 the Secretariat of CIETAC by the party or its authorized representative(s).

Article 21 Conservatory and Interim Measures

1. Where a party applies for conservatory measures pursuant to the laws of the People's Republic of China, the secretariat of CIETAC shall forward the party's application to the competent court designated by that party in accordance with the law.

2. At the request of a party, the arbitral tribunal may order any interim measure it deems necessary or proper in accordance with the applicable law, and may require the requesting party to provide appropriate security in connection with the measure. The order 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 Arbitrator

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 or Appointment of Arbitrator

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

Article 25 Three-Arbitrator Tribunal

1. Within fifteen (15) days from the date of receipt of the Notice of Arbitration, the Claimant and the Respondent shall each nominate, or entrust the Chairman of CIETAC to appoint, an arbitrator, failing which the arbitrator shall be appointed by the Chairman of CIETAC.
2. Within fifteen (15) days from the date of the Respondent's receipt of the Notice of Arbitration, the parties shall jointly nominate, or entrust the Chairman of CIETAC to appoint, the third arbitrator, who shall act as the presiding arbitrator.
3. The parties may each recommend one to five 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 Tribunal

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 Tribunal

1. Where there are two or more Claimants and/or Respondents in an arbitration case, the Claimant side and/or the Respondent side, following 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 side, 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 it applies 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 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.
3. The Declaration and/or the disclosure of the arbitrator shall be submitted to the Secretariat of CIETAC and communicated to the parties by the Secretariat of CIETAC.

Article 30 Challenge to the Arbitrator

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 period, 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 a reason for a challenge after such receipt, the party may challenge the arbitrator in writing within fifteen (15) days after such reason has become known, but no later than the conclusion of the last oral hearing.
4. The challenge by one party shall be promptly communicated to the other party, the arbitrator being challenged and the other members of the arbitral tribunal.
5. Where an arbitrator is challenged by one party and the other party agrees to the challenge, or the arbitrator being challenged voluntarily withdraws from his/her office, such arbitrator shall no longer be a member of the arbitral tribunal. However, in neither case shall it be implied that the reasons for the challenge are sustained.

6. In circumstances other than those specified in the preceding Paragraph 5, the Chairman of CIETAC shall make a final decision on the challenge with or without stating the reasons.

7. An arbitrator who has been challenged shall continue to serve on the arbitral tribunal until a final decision on the challenge has been made by the Chairman of CIETAC.

Article 31 Replacement of Arbitrator

1. In the event that an arbitrator is prevented de jure or de facto from fulfilling his/her functions, or fails to fulfill his/her functions in accordance with the requirements of these Rules or within the time period specified in these Rules, the Chairman of CIETAC shall have the power to 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 procedure and time period that applied to the nomination of the arbitrator being challenged or replaced. If a party fails to nominate a substitute arbitrator accordingly, the substitute arbitrator shall be appointed by the Chairman of CIETAC.

4. After the replacement of an arbitrator, the arbitral tribunal shall decide whether and to what extent the previous proceedings in the case shall be repeated.

Article 32 Majority Continuation of Arbitration

After the conclusion of the last oral hearing, if an arbitrator on a three-member tribunal is unable to participate in the deliberations and/or to render the award owing to his/her demise or to his/her removal from CIETAC's Panel of Arbitrators, or for any other reason, the other two arbitrators may request the Chairman of CIETAC to replace that arbitrator pursuant to Article 31 of these Rules. After consulting with the parties and upon the approval of the Chairman of CIETAC, the other two arbitrators may also continue the 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 an oral hearing, the case shall be heard at that agreed place except in 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 a case administered by the Secretariat of CIETAC or at the domicile of the sub-commission/center which administers 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 of such an oral hearing 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, the arbitrators, the witnesses, the interpreters, the experts consulted by the arbitral tribunal, the appraisers appointed by the arbitral tribunal and other relevant persons shall not disclose to any outsider any substantive or procedural matters relating to the case.

Article 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 time period. If a party experiences difficulties in producing evidence within the specified time period, it may apply for an extension before the end of the period. The arbitral tribunal shall decide whether or not to extend the time period.

3. If a party bearing the burden of proof fails to produce evidence within the specified time period, or if the produced evidence is not sufficient to support its claim or counterclaim, it shall bear the consequences thereof.

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 agreed 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 undertake investigations and collect evidence on its own initiative 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 the case. Such an expert or appraiser may be a Chinese or foreign institution or natural person.
2. The arbitral tribunal has the power to request the parties, and the parties are also obliged, to deliver or produce to the expert or appraiser any relevant materials, documents, property, or goods for checking, inspection or appraisal by the expert or appraiser.
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 shall participate in an oral hearing and give explanations on the report when the arbitral tribunal considers it necessary.

Article 43 Suspension of the Arbitration Proceedings

1. Where parties request 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 disappears or the suspension period ends.
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.
4. The seal of CIETAC shall be affixed to the dismissal decision referred to in the preceding Paragraph 3 and Paragraph 7 of Article 6 of these Rules.

Article 45 Combination of Conciliation with Arbitration

1. Where both parties wish to conciliate, or where one party wishes to conciliate and the other party's consent has been obtained by the arbitral tribunal, the arbitral tribunal may conciliate the case during the course of the arbitration proceedings. The parties may also settle the case by themselves.
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. Where the parties request for a conciliation statement, the conciliation statement shall clearly set forth the claims of the parties and the terms of the settlement agreement. It shall be signed by the arbitrators, sealed by CIETAC, and served upon both parties.

7. Where conciliation fails, the arbitral tribunal shall resume the arbitration proceedings and render an arbitral award.

8. Where the parties wish to conciliate their dispute but do not wish to have conciliation conducted by the arbitral tribunal, CIETAC may, with the consent of both parties, assist the parties to conciliate the dispute in a manner and procedure it considers appropriate.

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 an arbitration proceeding, either party may, based on an arbitration agreement concluded between them that provides for arbitration by CIETAC and the settlement agreement, request CIETAC to constitute an arbitral tribunal to render an arbitral award in accordance with the terms of the settlement agreement. Unless otherwise agreed by the parties, the Chairman of CIETAC shall appoint a sole arbitrator to form such an arbitral tribunal, which shall examine the case in a procedure it considers appropriate and render an award in due course. The specific procedure and time 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 a fair and reasonable arbitral award based on the facts of the case and the terms of the contract, in accordance with the law, and with reference to international practices.

2. Where the parties have agreed on the law as it applies to the merits of their dispute, the parties' agreement shall prevail. In the absence of such an agreement or where such agreement is in conflict with a mandatory provision of the law, the arbitral tribunal shall determine the law as it applies 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. Such dissenting opinion shall not form a part of the award.

6. Where the arbitral tribunal cannot reach a majority opinion, the arbitral award shall be rendered in accordance with the presiding arbitrator's opinion. The written opinions of the other arbitrators shall be kept with the file and may be appended to the award. Such written opinions shall not form a part of the award.

7. Unless the arbitral award is made in accordance with the opinion of the presiding arbitrator or the sole arbitrator and signed by the same, the arbitral award shall be signed by a majority of the arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the award.

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. A partial award is final and binding upon both parties.

2. Failure of either party to implement a partial award shall not affect the arbitration proceedings, nor 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 specific 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. 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 computational errors, or any errors of a similar nature contained in the award.

2. Within thirty (30) days from its receipt of the arbitral award, either party may request the arbitral tribunal in writing for a correction of any clerical, typographical or 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, yet one party applies for arbitration under the Summary Procedure and the other party agrees in writing.

2. Where no monetary claim is specified or the amount in dispute is not clear, CIETAC shall determine whether or not to apply the Summary Procedure after a full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.

Article 55 Notice of Arbitration

Where a Request for Arbitration submitted by the Claimant is found to be acceptable for arbitration under the Summary Procedure, the Secretariat of 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 a party 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 may decide whether to examine the case solely on the basis of the written materials and evidence submitted by the parties or to hold an oral hearing.

Article 59 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 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. If 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 to accept such a request.

3. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement of such oral hearing shall not be subject to the time 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 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 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. Upon receipt of a Request for Arbitration, if CIETAC finds the Request to meet the requirements specified in Article 12 of these Rules, the Secretariat of CIETAC shall notify the parties accordingly within five (5) days from its receipt of the Request. Where a Request for Arbitration is found not to be in conformity with the requirements, the Secretariat of CIETAC shall notify the party in writing of its refusal of acceptance with reasons stated.
2. Upon receipt of a Request for Arbitration, if after examination, the Secretariat of CIETAC finds the Request not to be in conformity with the formality requirements specified in Article 12 of these Rules, it may request the Claimant to complete the requirements within a specified time period.

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 a party 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. If a party has justified reasons for failure to submit a request for a postponement of the oral hearing within the time period provided in the preceding Paragraph 1, the arbitral tribunal shall decide whether to accept such a request.

3. A notice of a subsequent oral hearing, a notice of a postponed oral hearing, as well as a request for postponement of such oral hearing shall not be subject to the time limits specified in the preceding Paragraph 1.

Article 68 Record of Oral Hearing

1. The arbitral tribunal shall make a written record of the oral hearing. Any party or participant in the arbitration may apply for a correction upon finding any omission or mistake in the record regarding its own statements. If the application is 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 agreement, the language of arbitration to be used in the proceedings shall be Chinese or any other language designated by CIETAC 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, the Secretariat of CIETAC may provide an interpreter, or the party may employ its own interpreter.

3. The arbitral tribunal or the Secretariat of CIETAC may, if it considers it necessary, require the parties to submit a corresponding translation of their documents and evidence into Chinese or other languages.

Article 72 Arbitration Fees and Costs

1. Apart from the arbitration fees charged in accordance with its Fee Schedule, CIETAC may charge the parties any other extra and reasonable costs, including but not limited to 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.

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.

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 May 1, 2012. For cases administered by the Secretariat of CIETAC or the secretariat of 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.