

青岛仲裁委员会仲裁规则

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第一章 总 则

第一条 制定目的和依据

为保证公正、及时地仲裁民商事纠纷，保护当事人的合法权益，根据《中华人民共和国仲裁法》（以下简称《仲裁法》）和其他有关法律规定，制定本规则。

第二条 机构与职能

青岛仲裁委员会（以下简称本会）系在中国青岛依法设立的解决民商事纠纷的仲裁机构。本会同时使用“青岛国际仲裁中心”名称，当事人在仲裁协议中约定“青岛国际仲裁中心”为仲裁机构的，由本会进行仲裁。

本会主任履行本规则赋予的职责，副主任受主任委托可以履行主任职责。

本会办公室负责处理本会的日常事务，指派工作人员担任办公室秘书，提供案件的管理和服务。

本会根据需要设立专业仲裁院、仲裁中心。

第三条 受案范围

本会依据当事人之间达成的仲裁协议受理国内外的自然人、法人和非法人组织之间发生的合同纠纷以及其他财产权益纠纷。

下列纠纷本会不予受理：

- (一) 婚姻、收养、监护、扶养、继承纠纷；
- (二) 依法应由行政机关处理的行政争议；
- (三) 劳动争议；
- (四) 农业集体经济组织内部的农业承包纠纷。

第四条 仲裁原则

仲裁应当根据案件事实，符合法律规定，参照行业和国际惯例，公平合理、独立公正地进行。

第五条 一裁终局

仲裁实行一裁终局制度。裁决作出后，当事人就同一纠纷再申请仲裁的，本会不予受理。已经受理的案件，经本会或者仲裁庭认定属于就同一纠纷再申请的，应当驳回仲裁申请。

第六条 规则的适用

当事人约定将纠纷提交本会仲裁的，适用本规则。

当事人约定适用本会制定的专业仲裁规则的，从其约定，但其纠纷不属于该专业仲裁规则适用范围的，适用本规则。

当事人就仲裁程序事项或者仲裁适用的规则另有约定的，从其约定，但该约定无法实施或者与仲裁地强制性法律规定相抵触的

除外。

本规则未明确规定的事项，本会或者仲裁庭可以按照其认为适当的方式推进仲裁程序。

第七条 仲裁地

当事人对仲裁地有约定的，从其约定。

当事人对仲裁地没有约定的，以本会所在地为仲裁地，仲裁庭也可视案件的具体情形确定其他地点为仲裁地。

仲裁裁决视为在仲裁地作出。

第八条 异议权的放弃

当事人知道或者应当知道包括本规则在内的任何法定程序或者仲裁协议约定未被遵守而未及时提出书面异议，仍然参加或者继续参加仲裁活动，视为其放弃提出异议的权利。

第九条 诚信仲裁

仲裁参与人均应当诚信、善意参与仲裁活动。

第十条 普通程序

本规则除特别规定外，为普通程序的规定。

第二章 仲裁协议

第十一条 仲裁协议的定义及形式

仲裁协议是指当事人自愿以书面形式约定将纠纷提交本会仲裁的协议，包括单独的仲裁协议和在合同中订立的仲裁条款，以及当事人以其他书面形式约定将纠纷提交本会仲裁的文件。

前款中“其他书面形式”包括但不限于往来信函、电报、传真、电子数据交换和电子邮件等可以有形地表现所载内容的形式。

第十二条 仲裁协议的独立性

仲裁协议独立存在。合同的成立与否、变更、解除、终止、无

效、失效、未生效、被撤销等，均不影响仲裁协议的效力。

第十三条 仲裁协议效力的延伸

合同中的仲裁条款适用于补充合同以及合同附件项下的纠纷，当事人另有约定的除外。

订立仲裁协议的当事人因发生合并、分立等变更以及被撤销、解散等终止情形的，仲裁协议对权利义务的继受人有效，当事人订立仲裁协议时另有约定的除外。

订立仲裁协议的当事人死亡的，仲裁协议对承继其仲裁事项中权利义务的继承人有效，当事人订立仲裁协议时另有约定的除外。

债权债务全部或者部分转让的，仲裁协议对受让人有效，但当事人另有约定、在受让债权债务时受让人明确反对或者不知有单独仲裁协议的除外。

第十四条 仲裁机构的确定

仲裁协议约定的仲裁机构名称不准确，但能够确定是本会的，视为选定本会。

仲裁协议中未明确约定仲裁机构，但根据其内容能够确定指向本会的，视为选定本会。

仲裁协议约定的机构是本会设立的专业仲裁院或者仲裁中心的，视为选定本会。

仲裁协议同时约定向本会申请仲裁和向人民法院起诉，一方向本会申请仲裁，另一方未在仲裁庭首次开庭前提出异议的，视为选定本会。

仲裁协议未约定仲裁机构但约定适用本会仲裁规则或者本会专业仲裁规则的，视为选定本会。

第十五条 仲裁协议异议

仲裁协议异议是指当事人对仲裁协议的存在、效力或者仲裁案

件的管辖权等持有异议。

仲裁协议异议应当在首次开庭前以书面形式提出。当事人协议不开庭的，应当在首次答辩期限届满前以书面形式提出。

当事人未依照前款规定提出仲裁协议异议的，视为无异议。

当事人可以申请本会对仲裁协议异议作出决定或者请求人民法院作出裁定。一方申请本会作出决定，另一方请求人民法院作出裁定的，由人民法院裁定。

第十六条 仲裁协议异议的处理

本会或者仲裁庭应当对仲裁协议异议及时作出决定。

当事人提出仲裁协议异议不影响仲裁程序的进行。

本会依据已有证据作出的决定，不影响仲裁庭在仲裁过程中依据新发现的事实或者证据重新作出认定。

人民法院或者本会、仲裁庭认定仲裁协议异议成立的，本会或者仲裁庭应当决定终结仲裁程序。认定仲裁协议异议部分成立的，应当决定终结异议成立部分的仲裁程序。

第十七条 仲裁邀请

当事人之间没有仲裁协议，一方当事人通过本会邀请另一方当事人以仲裁方式解决纠纷并签署仲裁邀请书的，本会应当自收到仲裁邀请书之日起五日内将仲裁邀请书及本规则发送另一方当事人。

另一方当事人书面同意仲裁的，视为达成仲裁协议，本会应当通知发起仲裁邀请的当事人按照本规则规定申请仲裁。

另一方当事人不接受仲裁邀请书或者自收到仲裁邀请书之日起十日内未作答复的，视为未达成仲裁协议。

第三章 申请与受理

第十八条 申请仲裁

申请仲裁，申请人应当提交仲裁协议、仲裁申请书、申请仲裁所依据的证据和清单以及当事人身份证明文件。

仲裁申请书应当载明下列事项：

（一）申请人、被申请人的姓名或者名称、公民身份号码、统一社会信用代码、住所、邮政编码、电话号码、传真、电子邮箱以及其他快捷联系方式，法人或者非法人组织的法定代表人或者负责人的姓名、职务、住所、邮政编码、电话号码、传真、电子邮箱以及其他快捷联系方式；

（二）申请仲裁所依据的仲裁协议，对仲裁程序和送达方式的特别约定；

（三）具体的仲裁请求及其所依据的事实和理由。

仲裁申请书应当由申请人签名，申请人为法人或者非法人组织的，应当由法定代表人或者负责人签名或者加盖单位印章。

第十九条 多份合同申请仲裁

仲裁申请涉及多份合同的，应当分别立案，但是同时符合下列条件的，经本会同意，当事人可以在同一案中合并提出仲裁申请：

（一）多份合同的仲裁协议内容相同或者相容；

（二）多份合同系主从合同关系；或者多份合同所涉当事人相同且法律关系性质相同；

（三）纠纷源于同一交易或者同一系列交易。

第二十条 受理

仲裁申请符合受理条件的，本会应当通知申请人预交仲裁费，并自收到仲裁费之日起五日内予以受理。

仲裁申请不符合受理条件的，本会应当通知当事人不予受理并说明理由。

本会在案件受理后发现仲裁申请不符合受理条件的，应当决定

驳回仲裁申请。

第二十一条 受理和答辩通知

本会应当自仲裁申请受理之日起十日内将案件受理通知书、本规则、仲裁员名册、仲裁庭组成约定书发送申请人，将答辩通知书、仲裁申请书及其附件、本规则、仲裁员名册、仲裁庭组成约定书发送被申请人。申请人书面申请向被申请人延后发送的，可以适当延后发送。

第二十二条 答辩

被申请人应当自收到答辩通知书之日起十五日内向本会提交仲裁答辩书及其所依据的证据和清单以及被申请人身份证明文件。

答辩书应当载明下列事项：

（一）被申请人的姓名或者名称、住所、公民身份号码、统一社会信用代码、邮政编码、电话号码、传真、电子邮箱以及其他快捷联系方式，法人或者非法人组织法定代表人或者负责人的姓名、职务、住所、邮政编码、电话号码、传真、电子邮箱以及其他快捷联系方式；

（二）答辩要点及其所依据的事实和理由。

答辩书应当由答辩人签名，答辩人为法人或者非法人组织的，应当由法定代表人或者负责人签名或者加盖单位印章。

被申请人未提交答辩书的，不影响仲裁程序的进行。

本会应当自收到答辩书之日起五日内将答辩书及其附件发送申请人。

第二十三条 反请求

被申请人有权提出反请求。

反请求申请应当自收到答辩通知书之日起十五日内以书面形式提出。逾期提出，是否受理，由本会决定。已经组成仲裁庭的，由

仲裁庭决定。

反请求申请的受理、答辩适用本章受理、答辩的有关规定。

第二十四条 仲裁请求、反请求的变更

当事人变更仲裁请求或者反请求事项的，应当在最后一次开庭辩论终结前以书面形式提出。是否受理，由本会决定。已经组成仲裁庭的，由仲裁庭决定。

变更仲裁请求申请或者反请求申请的受理、答辩适用本章受理、答辩的有关规定。

第二十五条 预交仲裁费

当事人提出仲裁申请或者反请求申请，应当按照本会规定预交仲裁费。

仲裁费包括案件受理费和处理费。当事人预交仲裁费有困难的，可以提出申请经本会主任批准缓交。

当事人未在规定时间内预交仲裁费的，视为未提出仲裁申请或者反请求申请。

当事人未在批准缓交期限内交齐仲裁费的，视为撤回仲裁申请或者反请求申请。

当事人变更仲裁请求或者反请求需要补交仲裁费的，适用以上各款规定。

第二十六条 仲裁保全

当事人可以依法申请保全。

保全申请在申请仲裁前提出的，当事人可以将其申请直接提交有管辖权的人民法院；保全申请在仲裁程序中提出的，由本会将其保全申请及相关材料转交其指明的有管辖权的人民法院。

第二十七条 材料提交

当事人提交仲裁申请书、答辩书、反请求申请书、证据以及其

他书面材料，应当一式五份。当事人人数或者送达地址增加的，应当增加相应份数。当事人提出保全申请的，应当增加相应份数。仲裁庭由一名仲裁员组成的，减少两份。

上述材料的电子版本可以一并提交本会。

第二十八条 仲裁申请、反请求申请的撤回

本会已经受理的仲裁申请、反请求申请，当事人可以申请撤回。撤回仲裁申请、反请求申请的，本会或者仲裁庭应当决定终结该申请的仲裁程序，并有权决定由提出撤回申请的当事人承担相应的仲裁费用。当事人有约定的，从其约定。

当事人撤回仲裁申请或者反请求申请后，可以重新申请仲裁。

第二十九条 追加当事人

仲裁庭组成前，经本会同意，当事人可以依据同一或相关仲裁协议申请追加当事人。

申请追加当事人应当向本会提交追加当事人申请书。追加当事人的申请及受理、答辩等事项，适用本章申请仲裁及受理、答辩的有关规定。

仲裁庭组成后，不再接受追加当事人申请，但是申请人、被申请人以及被追加的当事人均同意的除外。

第三十条 代理人

当事人、法定代理人可以依法委托律师或者其他代理人进行仲裁活动。委托律师或者其他代理人进行仲裁活动的，应当向本会提交代理人的身份证明文件、授权委托书。

授权委托书应当载明委托代理的事项和权限。当事人变更或者解除委托代理人或者代理的事项和权限的，应当书面通知本会。委托代理人或者代理权限变更的，不影响已经进行的仲裁程序。

第四章 仲裁庭的组成

第三十一条 仲裁员名册

本会设立仲裁员名册。

当事人应当从本会提供的仲裁员名册中选择仲裁员。

第三十二条 仲裁庭的组成方式

仲裁庭由三名或者一名仲裁员组成。由三名仲裁员组成的，设首席仲裁员。

当事人约定仲裁庭由一名仲裁员组成的，从其约定。当事人没有约定的，仲裁庭由三名仲裁员组成。

第三十三条 仲裁员的选定

仲裁庭由三名仲裁员组成的，当事人应当自收到案件受理通知书或者答辩通知书之日起十五日内各自选定一名仲裁员作为仲裁庭的组成人员，并自被申请人收到答辩通知之日起十五日内共同选定首席仲裁员。

当事人一方为二人以上的，应当在上述期限内共同选定仲裁员。逾期未达成一致的，视为未选定仲裁员。

双方当事人可以在上述期限内，各自提名一至三名仲裁员作为首席仲裁员候选人选，有一名仲裁员被共同提名的，该仲裁员即为双方共同选定的首席仲裁员。有二名以上仲裁员被共同提名的，由本会主任根据案件具体情况在其中确定一名仲裁员作为双方共同选定的首席仲裁员。未有共同提名或者逾期未提名的，视为未共同选定首席仲裁员。

当事人约定仲裁庭由一名仲裁员组成的，应当自被申请人收到答辩通知书之日起十五日内共同选定仲裁员。

仲裁庭组成前，本会接受追加当事人申请的，被追加的当事人

应当与申请人或者被申请人作为一方按照上述规定选定仲裁员。仲裁庭组成后，仲裁庭接受追加当事人申请的，被追加的当事人视为接受由仲裁庭继续审理，但不影响当事人根据本规则的规定申请仲裁员回避的权利。

当事人在选定仲裁员期限届满前提出仲裁协议异议且未在该期限内选定仲裁员，本会对仲裁协议异议作出不成立决定的，该当事人应当自收到决定书之日起五日内选定仲裁员。

当事人选定外国或者香港特别行政区、澳门特别行政区、台湾地区仲裁员的，应当按照该仲裁员的收费标准预交合理费用。未在本会规定的期限内预交前述费用的，视为未选定该仲裁员。

第三十四条 仲裁员的指定

有下列情形之一的，由本会主任指定仲裁庭组成人员：

- （一）当事人共同委托本会主任指定仲裁员；
- （二）当事人未共同选定仲裁员或者首席仲裁员；
- （三）当事人未选定或者逾期选定仲裁员。

第三十五条 仲裁庭组成通知

本会应当在仲裁庭组成后及时将仲裁庭组成情况书面通知当事人。

第三十六条 仲裁员信息披露

仲裁员接受选定或者指定应当签署声明书，并书面披露可能引起对其独立性或者公正性产生合理怀疑的情形。

仲裁员应当披露的情形在仲裁过程中出现的，应当立即书面披露。

当事人应当自收到仲裁员书面披露之日起十日内就是否申请回避提出书面意见。未在上述期限内申请回避的，不得以仲裁员曾经披露的事项为由申请回避。

第三十七条 回避

仲裁员有下列情形之一的，应当自行回避，当事人也有权申请其回避：

（一）是本案当事人或者当事人、代理人近亲属；

（二）与本案有利害关系；

（三）与本案当事人、代理人有其他关系，可能影响公正仲裁的；

（四）私自会见当事人、代理人或者接受当事人、代理人请客送礼的；

（五）其他应当回避的情形。

办案秘书、翻译人员、鉴定人的回避，适用前款规定。

第三十八条 回避申请的提出

当事人申请仲裁员回避应当以书面形式提出，并说明理由、提供证据。

回避申请应当在首次开庭前提出。回避事由在首次开庭后知道的，应当在最后一次开庭终结前提出。不再开庭或者当事人协议不开庭的案件，应当在知道或者应当知道回避事由后十日内提出，但本规则另有规定的除外。

本会应当及时将回避申请告知其他当事人、被申请回避的仲裁员以及仲裁庭的其他仲裁员。被申请回避的仲裁员以及其他当事人有权发表意见。

一方当事人申请仲裁员回避，另一方当事人表示同意，或者被申请回避的仲裁员获知后主动退出，则该仲裁员不再参加案件审理。但上述任何情形均不意味着当事人提出回避的理由成立。

当事人在获知仲裁庭组成情况后委托的代理人与仲裁员形成应予回避情形的，视为该当事人放弃就此申请回避的权利，但是其他

当事人就此申请回避的权利不受影响。因此导致仲裁程序拖延的，造成回避情形的当事人应当承担由此发生的费用。

当事人申请办案秘书、翻译人员、鉴定人回避的，适用上述各款规定。

第三十九条 回避决定

仲裁员、办案秘书、翻译人员、鉴定人的回避，由本会主任决定。

第四十条 仲裁员的更换

仲裁员有下列情形之一的，应当更换：

- (一) 因适当理由不能从事案件审理；
- (二) 自行退出案件审理或者本会主任决定其回避；
- (三) 本会主任认为仲裁员在法律上或者事实上不能履行职责或者没有按照本规则的要求履行职责；
- (四) 其他应当更换的情形。

被更换的仲裁员由当事人选定的，当事人应当自收到本会通知书之日起五日内重新选定仲裁员；由本会主任指定的，本会主任应当重新指定仲裁员。本会应当将重新选定或者指定的仲裁员书面通知当事人。

重新组成仲裁庭后，已经进行的仲裁程序是否重新进行，由仲裁庭决定。

第五章 证 据

第四十一条 证据种类

证据包括当事人陈述、书证、物证、视听资料、电子数据、证人证言、鉴定意见、勘验笔录和法律规定的其他证据。

书证和物证应当是原件。提供原件确有困难的，可以提供复制

件、节录本、照片等并应当说明来源。

提供外文书证的，应当附有当事人约定的仲裁语言译本或者仲裁庭要求的其他语言译本。

第四十二条 举证责任

当事人应当对其主张承担举证责任。

当事人对提供的证据应当进行分类、编订，简要说明证据的来源、证明对象、内容等，写明提交人和提交日期。

当事人没有提供证据或者提供的证据不足以证明其主张的，应当承担举证不能的后果。

第四十三条 举证期限

举证应当在仲裁庭规定的期限内进行。

当事人在举证期限内举证确有困难的，可以提出延期举证的书面申请。是否准许，由仲裁庭决定。

第四十四条 仲裁庭调查事实、收集证据

当事人申请且仲裁庭同意，或者仲裁庭认为必要的，仲裁庭可以自行调查事实、收集证据。

仲裁庭调查事实、收集证据，可以通知当事人到场。当事人经通知未到场的，不影响仲裁庭调查事实、收集证据。

第四十五条 鉴定

当事人申请鉴定且仲裁庭同意，或者仲裁庭认为必要的，仲裁庭可以决定鉴定。仲裁庭决定鉴定，应当通知当事人在规定期限内共同选定鉴定机构。不能共同选定的，由仲裁庭指定鉴定机构。

当事人应当按照约定或者仲裁庭确定的比例在规定的期限内预交鉴定费。鉴定费的最终承担，由仲裁庭决定。

鉴定报告应当送交当事人，当事人可以对鉴定报告提出书面意见，也可以在开庭时向鉴定人提出询问。鉴定人应当作出解释、说

明或者补充。经仲裁庭同意不出庭的，鉴定人应当以书面形式答复当事人的异议和询问。

对鉴定事项负有举证责任的当事人，在规定的期限内未预交鉴定费或者应当提供而未提供鉴定所需要的材料和物品，致使鉴定不能进行的，应当承担举证不能的后果。

当事人、鉴定人就鉴定所需要的材料、物品是否与案件有关联等鉴定过程中的问题产生争议的，由仲裁庭决定。

第四十六条 证人作证

当事人申请证人出庭作证的，应当以书面形式提出，是否准许，由仲裁庭决定。书面申请应当载明证人身份信息、联系方式以及拟证明事项，并附证人身份证明文件。

仲裁庭、当事人可以就相关事项向证人提问，证人应当如实作出回答。

第四十七条 补充举证

仲裁庭可以要求当事人在庭审后补充证据。当事人未在仲裁庭规定期限内提交的，视为举证不能，但对方当事人同意或者仲裁庭决定接受的除外。

第四十八条 质证

仲裁庭根据需要，可以组织当事人就有关证据进行交换。

证据应当在开庭时出示，由当事人质证。开庭前证据交换时当事人已经认可的证据，经仲裁庭在开庭中说明后，可以不经出示，直接作为认定案件事实的依据。

当事人当庭提交或者庭审后补交的证据材料，仲裁庭决定接受但不再开庭的，可以要求当事人在一定期限内提交书面质证意见。

当事人协议不开庭的，可以书面质证。

仲裁庭调查的情况应当告知当事人，仲裁庭收集的证据应当交

由当事人发表意见。

第四十九条 证据认定

证据由仲裁庭认定，鉴定意见由仲裁庭决定是否采纳。

当事人陈述的事实，另一方当事人经仲裁庭询问未明确表示承认或者否认的，视为对该事实的承认。

当事人在仲裁申请书、答辩书、陈述以及其他书面材料中承认对己方不利的事实和证据，仲裁庭应当予以确认，但当事人反悔并另有证据证明的除外。

当事人要求另一方当事人提供某证据且仲裁庭支持该要求，当事人持有该证据拒不提供的，仲裁庭可以推定该证据不利于证据持有人。

第六章 审 理

第五十条 审理方式

仲裁应当开庭进行。

当事人协议不开庭的，仲裁庭可以根据仲裁申请书、答辩书以及其他材料进行书面审理。仲裁庭可以要求当事人对其提交的材料作出补充说明。

经双方当事人同意，仲裁可以通过网络等方式进行。

无论采取何种审理方式，仲裁庭均应当公平公正地对待双方当事人，给予双方当事人陈述和辩论的合理机会。

第五十一条 保密义务

仲裁审理不公开进行。当事人协议公开的，可以公开，但涉及国家秘密、案外人商业秘密或者其他不宜公开的除外。

不公开审理的案件，当事人以及其他仲裁参与者不得对外透露案件的实体和程序信息。

第五十二条 开庭地点

开庭地点在本会所在地。仲裁庭认为有必要并经本会同意，也可以在其他地点进行。

当事人另有约定，可以在约定地点开庭。由此增加的费用，由当事人承担。

第五十三条 合并审理

两个或者两个以上事实、理由相互关联且标的为同一种类的案件，经当事人同意，可以合并审理。

仲裁庭组成人员不同的，不适用前款规定。

第五十四条 开庭通知

本会应当在仲裁庭首次开庭五日前将开庭时间、地点通知当事人。双方当事人约定提前开庭的，由仲裁庭决定开庭时间。当事人有正当理由请求延期开庭的，应当在确定的开庭时间三日前提出，是否延期，由仲裁庭决定。

首次开庭后再次开庭时间的通知，不受五日期限限制。

第五十五条 开庭前的准备

仲裁庭可以在首次开庭前向当事人发送问题清单，召集双方当事人交换、核对证据，确定争议焦点和审理范围，并记录在案。

第五十六条 当事人缺席的处理

申请人经书面通知，无正当理由未到庭或者未经仲裁庭许可中途退庭的，视为撤回仲裁申请。被申请人经书面通知，无正当理由未到庭或者未经仲裁庭许可中途退庭的，仲裁庭可以缺席审理并作出裁决。

反请求适用前款规定。

第五十七条 开庭审理

开庭中，当事人有权进行陈述、出示证据、质证、发表辩论意

见。辩论终结时，仲裁庭应当征询当事人的最后意见。

当事人的最后意见可以在开庭时陈述，也可以在仲裁庭规定的期限内以书面方式提出。

第五十八条 开庭记录

开庭情况应当记入笔录，可以同时录音录像。当事人以及其他仲裁参与者认为自己陈述的记录有遗漏或者差错的，可以申请补正。仲裁庭不同意补正的，办案秘书应当记录该申请。

开庭笔录应当由仲裁员、当事人以及其他仲裁参与者、办案秘书签名或者盖章，拒绝签名或者盖章的，办案秘书应当记录该情况。

第五十九条 仲裁程序中止和恢复

有下列情形之一的，仲裁程序中止：

- (一) 双方当事人共同要求中止；
- (二) 当事人因不可抗拒的事由不能参加审理；
- (三) 本案应当以另一案件的结果为依据，而另一案件尚未有结果；
- (四) 其他应当中止的情形。

中止原因消除后，仲裁程序恢复。

中止或者恢复仲裁程序的决定由本会作出，已经组成仲裁庭的，由仲裁庭作出。

第六十条 仲裁程序事项的决定

仲裁庭可以就案件审理过程中涉及到的程序事项作出决定。

仲裁庭由三名仲裁员组成的，决定应当按照多数仲裁员的意见作出，少数仲裁员的不同意见应当记入评议笔录。不能形成多数意见的，应当按照首席仲裁员的意见作出。

第七章 和解、调解和裁决

第六十一条 和解

当事人可以自行和解。达成和解协议的，可以撤回仲裁申请，也可以请求仲裁庭根据和解协议作出裁决书。

仲裁庭对和解协议的合法性、真实性有合理怀疑，或者认为根据和解协议的内容作出裁决书有可能损害案外人利益或者公共利益，当事人不撤回仲裁申请的，应当驳回当事人的仲裁申请。

第六十二条 调解

仲裁庭可以根据当事人的请求或者征得当事人同意进行调解。

当事人提出终止调解，或者仲裁庭认为已经没有调解成功可能，应当终止调解。

调解达成协议的，仲裁庭应当作出调解书或者根据当事人的申请按照调解结果作出裁决书。调解书与裁决书具有同等法律效力。

调解书应当载明仲裁请求、调解结果和仲裁费用的承担。

调解书应当由仲裁员签名或者电子签名，并加盖本会印章或者电子签章，经双方当事人签收后，即发生法律效力。

调解不成或者当事人在调解书签收前反悔的，仲裁庭应当及时作出裁决。

当事人不得在其后的仲裁程序以及其他程序中援用当事人或者仲裁员在调解过程中发表的任何陈述、意见或者建议。当事人在调解中发表的意见不作为裁决的依据。

第六十三条 调解书的补正

发生法律效力的调解书有文字、计算错误的，仲裁庭应当补正。当事人请求补正的，应当自收到调解书之日起三十日内以书面形式提出申请。

调解补正书是原调解书的组成部分。

第六十四条 裁决的作出

仲裁庭由三名仲裁员组成的，裁决作出前应当对案件进行评议，办案秘书制作评议笔录。

裁决应当按照多数仲裁员的意见作出，少数仲裁员的不同意见应当记入评议笔录。不能形成多数意见的，应当按照首席仲裁员的意见作出。

裁决书应当载明仲裁请求、争议事实、裁决理由、裁决结果、履行期限、仲裁费用的承担和裁决日期。当事人协议不载明争议事实和裁决理由的，可以不载明。

裁决书应当由仲裁员签名或者电子签名，并加盖本会印章或者电子签章。对裁决持有不同意见的仲裁员可以不签名，但应当出具书面意见。

裁决书草案应当提交本会核阅，本会可以就裁决书的有关问题提请仲裁庭注意。

裁决书自作出之日起发生法律效力。

第六十五条 部分裁决

仲裁庭认为必要或者当事人提出请求并经仲裁庭同意，仲裁庭可以就当事人的某些请求事项先行作出部分裁决。

当事人是否履行部分裁决，不影响仲裁程序的进行。

第六十六条 裁决期限

裁决应当自仲裁庭组成之日起三个月内作出。需要延长期限的，应当提请本会主任批准。

上述期限不包括仲裁程序中止、鉴定的期间。

当事人变更仲裁请求或者提出反请求的，裁决期限自本会受理申请之日起重新计算。

第六十七条 判决书的补正和补充裁决

判决书中有文字、计算错误的，仲裁庭应当作出裁决补正书。

判决书对当事人的请求事项有遗漏的，仲裁庭应当作出补充裁决书。

当事人请求裁决补正或者补充裁决的，应当自收到判决书之日起三十日内以书面形式提出申请。

裁决补正书或者补充裁决书是原判决书的组成部分。

第六十八条 重新仲裁

人民法院依法通知仲裁庭重新仲裁的，是否重新仲裁，由仲裁庭决定。

重新仲裁作出的判决书取代原判决书。

第六十九条 仲裁费用的承担

仲裁费的承担按照裁决支持当事人仲裁请求情况、当事人过错、当事人对仲裁程序的配合程度等因素确定。当事人可以自行协商所承担的仲裁费。

仲裁庭可以根据案件情况确定当事人应当承担的保全费、鉴定费和其他费用。

第七十条 判决书、调解书的履行和执行

当事人应当在判决书或者调解书确定的期限内履行义务。

当事人不履行判决书、调解书所确定义务的，对方当事人可以向有管辖权的人民法院申请执行。域外执行的，可以根据相关公约、条约以及其他有关规定，向域外有管辖权的法院或者其他法定机构申请执行。

第八章 简易程序的特别规定

第七十一条 适用条件

案件争议金额不超过人民币三百万元的，除当事人另有约定外，适用本章规定。

因变更仲裁请求、提出反请求致使案件争议金额超过人民币三百万元的，不影响简易程序的适用。

本章未规定的事项，适用本规则其他有关规定。

第七十二条 受理和答辩通知

本会对符合本规则规定的仲裁申请在申请人交纳仲裁费后可以当即受理，并向当事人分别发送案件受理通知书、答辩通知书、仲裁申请书、本规则、仲裁员名册、仲裁庭组成约定书。

被申请人应当自收到答辩通知书之日起十日内提交答辩书。提出反请求申请的，应当在答辩期内提出。本会应当自收到答辩书之日或者反请求受理之日起五日内将答辩书或者反请求申请书、反请求答辩通知书发送对方当事人。对方当事人应当自收到反请求答辩通知书之日起十日内提交反请求答辩书。

第七十三条 仲裁庭的组成

仲裁庭由一名仲裁员组成。

当事人约定仲裁庭由三名仲裁员组成的，从其约定，但应当承担由此增加的仲裁费用。

第七十四条 仲裁员的选定与指定

当事人应当自被申请人收到答辩通知书之日起十日内共同选定或者共同委托本会主任指定一名仲裁员。

双方当事人可以在上述期限内各自提名一至三名仲裁员作为仲裁庭组成人选。有一名仲裁员被共同提名的，该仲裁员即为双方共同选定的仲裁员。有二名以上仲裁员被共同提名的，由本会主任根据案件具体情况在其中确定仲裁员。

逾期末共同选定或者未共同提名的，由本会主任指定仲裁员。

第七十五条 开庭通知

开庭一般只进行一次，本会应当在仲裁庭开庭三日前将开庭时间、地点通知当事人。仲裁庭认为确有必要再次开庭的，再次开庭通知不受三日期限限制。

第七十六条 程序变更

简易程序进行中，双方当事人申请或者仲裁庭认为有必要的，经本会主任批准，可以将简易程序变更为普通程序。

变更为普通程序原仲裁庭由一名仲裁员组成的，当事人应当自收到程序变更通知之日起三日内，按照本规则的有关规定选定或者委托本会主任指定一名仲裁员。除当事人另有约定外，首席仲裁员为原仲裁庭的仲裁员。

双方当事人依前款申请变更为普通程序的，应当承担由此增加的仲裁费用。

程序变更后，已进行的仲裁程序是否重新进行，由仲裁庭决定。

第七十七条 裁决期限

裁决应当自仲裁庭组成之日起二个月内作出。需要延长期限的，应当提请本会主任批准。

第九章 国际商事仲裁的特别规定

第七十八条 适用条件

国际商事纠纷，除当事人另有约定外，适用本章规定。本章未规定的事项，适用本规则其他有关规定。

涉及香港特别行政区、澳门特别行政区和台湾地区的仲裁案件，参照适用本章规定。

当事人对案件是否具有国际因素提出异议的，异议是否成立由

仲裁庭决定，但不影响此前已经进行的仲裁程序。仲裁庭决定案件具有国际因素的，适用本章规定。

第七十九条 答辩及反请求

被申请人应当自收到答辩通知书之日起三十日内向本会提交答辩书。提出反请求申请的，应当在答辩期内提出。本会应当自收到答辩书或者反请求受理之日起十五日内将答辩书或者反请求申请书、反请求答辩通知书发送对方当事人。对方当事人应当自收到反请求答辩通知书之日起三十日内向本会提交反请求答辩书。

第八十条 仲裁庭的组成

仲裁庭由三名仲裁员组成。当事人约定仲裁庭由一名仲裁员组成的，从其约定。

当事人可以从本会提供的仲裁员名册中选定仲裁员，也可以约定从仲裁员名册外选择仲裁员。当事人从仲裁员名册外选定仲裁员的，应当向本会提交仲裁员人选的基本情况和具体联系方式，经本会确认后担任仲裁员。

当事人应当自收到本会受理通知书或者答辩通知书之日起三十日内按照本规则的规定分别选定或者委托本会主任为其指定一名仲裁员、共同选定或者共同委托本会主任指定首席仲裁员。

当事人未能按照上述规定选定或者委托本会主任指定仲裁员的，由本会主任指定。

第八十一条 开庭通知

本会应当在仲裁庭首次开庭十五日前将开庭时间、地点通知当事人。当事人约定提前开庭的，仲裁庭可以提前开庭。当事人有正当理由请求延期开庭的，应当在确定的开庭时间五日前提出，是否延期，由仲裁庭决定。

首次开庭后再次开庭时间的通知，不受十五日期限限制。

第八十二条 临时措施

当事人申请保全或者法律规定的其他临时措施的执行地在国外或者香港特别行政区、澳门特别行政区和台湾地区的，可以依据执行地所在国家或者地区的有关法律规定，向本会提出临时措施申请，并提供相应的依据。

本会可以依据临时措施执行地所在国家或者地区的有关法律规定，在实际可行条件下将临时措施申请转交具有管辖权的法院作出裁定，也可以由仲裁庭或者本规则规定的紧急仲裁员作出决定。

临时措施由仲裁庭或者紧急仲裁员处理的，仲裁庭或者紧急仲裁员可以依据有关法律的规定，通过作出决定、裁决或者法律所认可的其他方式采取临时措施。仲裁庭或者紧急仲裁员可以要求申请临时措施的当事人提供适当的担保。

当事人也可以依据有关法律的规定，直接向具有管辖权的法院提出临时措施申请。

第八十三条 紧急仲裁员

当事人可以依据有关法律的规定在案件受理后、仲裁庭组成前向本会书面申请指定紧急仲裁员采取临时措施。是否同意，由本会决定。

本会认为有必要指定紧急仲裁员的，本会主任应当在当事人交纳紧急仲裁员费用后及时在仲裁员名册中指定一名紧急仲裁员，并将指定情况通知当事人。

紧急仲裁员的信息披露和回避，参照本规则的规定办理。

紧急仲裁员可以采取其认为适当的方式对临时措施申请进行审查，但应当给予当事人合理陈述的机会。

紧急仲裁员应当自接受指定之日起十五日内作出相关决定或者裁决，并说明理由。决定或者裁决由紧急仲裁员签名或者电子签

名，并加盖本会印章或者电子签章后发送当事人。

当事人对紧急仲裁员作出的相关决定或者裁决有异议的，可以自收到相关决定或者裁决之日起三日内向紧急仲裁员提出修改、中止或者撤销相关决定或者裁决的申请，是否同意，由紧急仲裁员决定。

紧急仲裁员职权和紧急仲裁员程序至仲裁庭组庭之日终止。除当事人另有约定外，紧急仲裁员不能担任与临时措施申请有关案件的仲裁员。

紧急仲裁员在上述程序中作出的决定或者裁决，仲裁庭可以修改、中止或者撤销。

第八十四条 裁决期限

裁决应当自仲裁庭组成之日起六个月内作出。需要延长期限的，应当提请本会主任批准。

第十章 附 则

第八十五条 仲裁时效

法律对仲裁时效有规定的，适用该规定。法律对仲裁时效没有规定的，适用诉讼时效的规定。

第八十六条 仲裁语言

本会以当事人约定的语言为仲裁语言。当事人没有约定的，以中文为仲裁语言。

仲裁庭开庭时，当事人以及其他仲裁参与者需要语言翻译的，本会可以提供，由当事人承担费用。

第八十七条 送达

仲裁文书等书面材料可以直接送达当事人、代理人以及其他仲裁参与者，也可以以邮寄、传真、电子邮件以及本会认为适当的其

他方式送达。当事人另有约定的，从其约定。

邮寄送达的，邮寄至受送达人或者对方当事人提供的受送达人的营业地、注册地、住所地、身份证载明地址、户籍地址、当事人约定的送达地址或者其他通讯地址的，视为送达。

经合理查询未能查找到前款规定的受送达人的地址，以邮寄或者有发送记录的其他方式发送给受送达人最后一个为人所知的营业地、注册地、住所地、身份证载明地址、户籍地址、当事人约定的送达地址或者其他通讯地址，即视为送达。

电子邮件送达的，邮件发送至当事人约定或者己方提供的电子邮箱地址即视为送达。当事人约定或者提供的电子邮箱地址错误或者被注销导致发送失败的，视为送达。

当事人提供己方送达地址应当出具送达地址确认书，并承担由此产生的送达不能的法律后果。申请人应当提供被申请人的送达地址，并承担由此产生的送达不能的法律后果。

直接送达的，以受送达人在送达回证上的签收日期为送达日期。邮寄送达的，以邮件签收或者邮件回执上注明的退回日期为送达日期。

第八十八条 期限

本规则规定的期限，开始之日不计算在期限内。

期限届满的最后一日是法定节假日或者休息日的，以法定节假日或者休息日后的第一日为期限届满日。

期限不包括在途时间，仲裁文书应当在期限届满前发送。

当事人因不可抗拒的事由或者其他正当理由延误期限的，可以在障碍消除后十日内申请顺延期限。是否顺延，由本会或者仲裁庭决定。

第八十九条 规则文本

本规则以本会公布的中文文本为准。

第九十条 规则解释

本规则由本会办公室负责解释。条文标题不用于解释条文含义。

第九十一条 规则施行

本规则自 2022 年 1 月 1 日起施行。施行前本会已经受理的案件，仍适用案件受理时施行的《青岛仲裁委员会仲裁规则》。当事人约定适用本规则的，可以适用本规则。

Arbitration Rules of the Qingdao Arbitration Commission

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Chapter 1 General Provisions

Rule 1 Purpose and Basis

To ensure the fair and timely arbitration of civil and commercial disputes and to protect the legitimate rights and interests of parties, these Rules are formulated in accordance with the Arbitration Law of the People's Republic of China (the "Arbitration

Law”) and other relevant laws and regulations.

Rule 2 Structure and Duties

Qingdao Arbitration Commission (the “Commission”) is an arbitration institution established in Qingdao, China in accordance with the law for the resolution of civil and commercial disputes. The Commission can also be run under the name of Qingdao International Arbitration Center. Where the parties designate the QingDao International Arbitration Center as the arbitral institution in their arbitration agreement, the arbitration shall be administered by the Commission.

The Chairman of the Commission shall perform the duties as prescribed under these Rules, and the Vice — Chairman may perform the duties of the Chairman upon entrustment of the Chairman.

The Secretariat shall be in charge of daily affairs of the Commission, and shall designate a staff member as the case secretary to provide case administration and services.

According to the needs, the Commission may set up customized arbitration courts and arbitration centers for specific trades or professions.

Rule 3 Jurisdiction

In accordance with the arbitration agreements reached between the parties, the Commission accepts contractual disputes and other disputes relating to property rights and interests between domestic and foreign natural persons, legal persons, and unincorporated organizations.

The following disputes shall not be accepted by the Commission:

(1) marital, adoption, guardianship, support, and succession disputes;

(2) administrative disputes that should be handled by administrative authorities as prescribed by law;

(3) labor disputes;

(4) agricultural contractors' contractual disputes arising in the context of agricultural collective economic organizations.

Rule 4 Principles of Arbitration

Arbitration shall be conducted in a fair, reasonable, independent, and impartial manner according to the facts of the case, in compliance with the provisions of the law and with reference to industry and international practices.

Rule 5 Finality of Awards

The award shall be final and binding. Where an arbitral award has been made and a party re-applies for arbitration in relation to the same dispute, the Commission shall not accept the case. A case that has already been accepted shall be dismissed where the Commission or the arbitral tribunal decides that the application is based on the same dispute.

Rule 6 Scope of Application

Where the parties have agreed to submit their dispute to this Commission, these Rules shall apply.

Where the parties agree to refer their dispute to arbitration under the Commission's customized arbitration rules for a specific

trade or profession, the parties' agreement shall prevail. However, if the dispute falls outside of the scope of the customized arbitration rules, these Rules shall apply.

Where the parties have agreed otherwise on the arbitration procedure or applicable arbitration rules, the parties' agreement shall prevail, unless such agreement is inoperative or in conflict with a mandatory provision of the law at the seat of arbitration.

For matters not explicitly stipulated in these Rules, the Commission or the arbitral tribunal may proceed in such a manner as it considers appropriate.

Rule 7 Seat of Arbitration

Where the parties have agreed on the seat of arbitration, such agreement shall prevail.

Where the parties have not agreed on the seat of arbitration, the place where this Commission is located shall be the seat of arbitration. The Arbitral Tribunal may also decide that another location shall be the seat of arbitration according to the specific circumstances of the case.

The arbitral award shall be deemed to be made at the seat of arbitration.

Rule 8 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 legal procedure including these Rules or the arbitration agreement has not been complied with and yet participates in or proceeds with the arbitral proceedings without promptly submitting its objection in writing.

Rule 9 Arbitration in Good Faith

Arbitration participants shall proceed with arbitration in good faith.

Rule 10 General Procedure

Unless otherwise provided, these Rules apply to general procedure.

Chapter 2 Arbitration Agreement

Rule 11 Definition and Form of Arbitration Agreement

An arbitration agreement is an agreement where parties, on the basis of free will, agree in writing to submit the dispute to the Commission for arbitration, including a standalone arbitration agreement, an arbitration clause in a contract, and a document in other written form concluded between the parties providing for the submission of disputes to the Commission for arbitration.

The phrase “other written form” in the preceding paragraph refers to any form that can contain its content in a tangible form, including but not limited to letter, telegram, fax, electronic data interchange, and email, etc.

Rule 12 Separability of Arbitration Agreements

An arbitration agreement shall exist independently. The existence or non—existence, modification, rescission, termination, invalidity, expiry, ineffectiveness, revocation of a contract, shall not affect the validity of the arbitration agreement.

Rule 13 Extension of the Effect of Arbitration Agreement

An arbitration clause in a contract shall be applicable to any

dispute arising out of the contract's supplementary agreements and any appendices, unless the parties have agreed otherwise.

Where a party concerned has changed due to the circumstances such as merger, division, etc. , or is no longer in existence due to the circumstances such as being deregistered or dissolved, etc. , the arbitration agreement shall be binding upon the successor of its rights and obligations, unless the parties concerned have agreed otherwise when concluding the arbitration agreement.

Where a party concerned has died after concluding an arbitration agreement, the arbitration agreement shall be binding upon the inheritor who inherits his or her rights and obligations in the matter to be arbitrated, unless the parties concerned had agreed otherwise when concluding the arbitration agreement.

Where the rights or obligations are entirely or partially assigned, the arbitration agreement shall be binding upon the assignee, unless the parties concerned had agreed otherwise, or the assignee had explicitly objected to the arbitration agreement or did not know the existence of the separate arbitration agreement during the assignment of the rights or obligations.

Rule 14 Determination of Arbitration Institution

Where the name of the arbitration institution agreed upon in the arbitration agreement is not accurate but can however be ascertained to be the Commission, the Commission shall be deemed to have been selected.

Where an arbitration agreement has not clearly specified the selection of arbitration institution, as long as the Commission can

be inferred to be designated, it shall be deemed to have been selected.

Where the arbitration institution agreed upon in the arbitration agreement is the customized arbitration court or arbitration centre for a specific trade or profession established by the Commission, the Commission shall be deemed to have been selected.

Where the parties concerned agree that they may either apply to the Commission for arbitration or bring a lawsuit before the people's court, and one party applies to the Commission for arbitration while the other party fails to raise any objection before the arbitral tribunal's first oral hearing, the Commission shall be deemed to have been selected.

Where an arbitration agreement does not specify the arbitration institution but stipulates that these Rules or the customized arbitration rules for a specific trade or profession of the Commission shall apply, the Commission shall be deemed to have been selected.

Rule 15 Objection to Arbitration Agreement

An objection to an arbitration agreement refers to a situation where a party objects to the existence or the validity of the arbitration agreement or the jurisdiction over an arbitration case, etc.

An objection, if any, to an arbitration agreement shall be raised in writing before the first oral hearing. Where the parties agree to hold no oral hearing, the objection, if any, shall be raised in writing before the expiry of the time period for submitting the Statement of Defence.

Where an objection is not raised in accordance with the provisions of the preceding paragraph, it shall be deemed that there is no objection to the arbitration agreement.

A party may apply to the Commission for a decision on its objection to the arbitration agreement or apply to the people's court for a ruling. If one party applies to the Commission to make a decision and the other party applies to the people's court for a ruling, the people's court shall give a ruling.

Rule 16 Handling of Objection to Arbitration Agreement

The Commission or the arbitral tribunal shall make a decision upon any objection to an arbitration agreement in a timely manner.

The arbitration shall proceed notwithstanding an objection to the arbitration agreement.

Any decision made by the Commission based on evidence at the time available shall not affect the arbitral tribunal's power to re-determine the objection on the basis of newly-discovered facts or evidence.

Where the people's court, the Commission or the arbitral tribunal holds that an objection to an arbitration agreement is justified, the Commission or the arbitral tribunal shall terminate the arbitral proceedings. If the objection is held to be partially justified, the corresponding parts of the arbitral proceedings concerned shall be terminated.

Rule 17 Arbitration Invitation

If there is no arbitration agreement between the parties, and one party wishes to invite the other party through the Commission

to resolve their dispute by arbitration and signs an Arbitration Invitation, the Commission shall forward the Arbitration Invitation with these Rules attached to the other party within five (5) days from the receipt of the Arbitration Invitation.

An arbitration agreement shall be deemed to have been concluded if the other party consents to arbitration in writing. The Commission shall notify the party signing the Arbitration Invitation to apply for arbitration in accordance with these Rules.

An arbitration agreement shall be deemed to have not been concluded if the other party refuses to accept the Arbitration Invitation or has not responded to it within ten (10) days from the receipt of the Arbitration Invitation.

Chapter 3 Application and Acceptance

Rule 18 Application for Arbitration

When applying for arbitration, the Claimant shall submit the arbitration agreement, the Request for Arbitration, the evidence on which the arbitration claims are based and a list thereof, and the identification documents of the parties.

The Request for Arbitration shall include the following:

(1) the name, citizenship identification number, unified social credit code, domicile, postal code, telephone number, fax, email and other effective means of communication of the Claimant and Respondent; where the a party concerned is a legal person or an unincorporated organization, the name, the position, domicile, postal code, telephone number, fax, email and other effective

means of communication of the legal representative of the legal person or the person in charge of the unincorporated organization;

(2) the arbitration agreement on which the Request for Arbitration is based, including any special stipulations regarding the arbitral procedure and the manner of service;

(3) the specific arbitration claims and the facts and grounds on which these claims are based.

The Request for Arbitration shall be signed by the Claimant. Where the Claimant is a legal person or an unincorporated organization, the Request for Arbitration shall be signed by the legal representative or the person in charge or sealed by the company.

Rule 19 Single Arbitration under Multiple Contracts

Where a Request for Arbitration involves multiple contracts, a party shall initiate arbitrations separately. However, a party may initiate a single arbitration, provides that:

(1) the contents of the arbitration agreements in such contracts are identical or compatible;

(2) such contracts consist of a principal contract and its ancillary contract(s); or such contracts involve the same parties and the legal relationships are of the same nature;

(3) the disputes arise out of the same transaction or the same series of transactions.

Rule 20 Acceptance

If the Request for Arbitration meets the requirements for acceptance, the Commission shall notify the Claimant to pay the arbitration fees in advance and shall accept the case within five (5) days

from the receipt of the arbitration fees.

If the Request for Arbitration does not meet the requirements for acceptance, the Commission shall notify the parties that the case has not been accepted and provide reasons for the non—acceptance.

If, after accepting a case, the Commission finds that the Request for Arbitration does not meet the requirements for acceptance, it shall decide to dismiss the Request for Arbitration.

Rule 21 Notice of Acceptance and Notice to Submit Statement of Defence

The Commission shall, within ten (10) days from the acceptance of the Request for Arbitration, send to the Claimant the Notice of Acceptance, these Rules, the Panel of Arbitrators and the Agreement on the Formation of Arbitral Tribunal, and send to the Respondent the Notice to Submit Statement of Defence, the Request for Arbitration and its exhibits, these Rules, the Panel of Arbitrators, and the Agreement on the Formation of Arbitral Tribunal. Where the Claimant applies in writing to postpone the service of the aforesaid documents to the Respondent, the service may be appropriately postponed.

Rule 22 Statement of Defence

The Respondent shall submit to the Commission the Statement of Defence, the evidence it relies on and a list thereof, and a proof of Respondent’s identity within fifteen (15) days from its receipt of the Notice to Submit Statement of Defence.

The Statement of Defence shall include:

(1) the name, domicile, citizenship identification number, unified social credit code, postal code, telephone number, fax, email and other effective means of communication of the Respondent; where the Respondent is a legal person or an unincorporated organization, the name, position, domicile, postal code, telephone number, fax, email and other effective means of communication of the legal representative of the legal person or the person in charge of the unincorporated organization;

(2) the main points of the defence and the facts and grounds on which such points are based.

The Statement of Defence shall be signed by the Respondent. Where the Respondent is a legal person or an unincorporated organization, it shall be signed by the legal representative or the person in charge or sealed by the company.

Failure by the Respondent to file a Statement of Defence does not affect the conduct of the arbitral proceedings.

The Commission shall, within five (5) days from receipt of the Statement of Defence, serve to the Claimant the Statement of Defence and its exhibits.

Rule 23 Counterclaim

The Respondent has the right to file a counterclaim.

A counterclaim shall be filed in writing within fifteen (15) days from the date of receipt of the Notice to Submit Statement of Defence. In case it is filed after the expiry of this time period, whether it is to be accepted or not shall be decided by the Commission. If an arbitral tribunal has been formed, the decision shall be

made by the arbitral tribunal.

The acceptance of and defence to counterclaim shall be governed by the relevant provisions on acceptance of and defence to claim in this Chapter.

Rule 24 Amendment to Arbitration Claim and Counterclaim

If a party wishes to amend its claim or counterclaim, it shall so apply in writing before the conclusion of the debate of the final oral hearing. The Commission shall decide whether or not to accept the amendment. If the arbitral tribunal has been formed, the decision shall be made by the arbitral tribunal.

The acceptance of and defence to an application to amend a claim or counterclaim shall be governed by relevant provisions on acceptance of and defence to claims in this Chapter.

Rule 25 Advance Payment of Arbitration Fee

Where a party applies for arbitration or files a counterclaim, it shall pay the arbitration fee in advance in accordance with the regulations of the Commission.

The arbitration fee includes the registration fee and handling fee. Where a party has a difficulty in advancing the arbitration fee, the advance payment may be deferred upon the approval of the Chairman of the Commission.

Where a party fails to advance its arbitration fee within the prescribed time period, its application for arbitration or counterclaim shall be deemed to have not been filed.

Where a party fails to pay its full arbitration fee within the deferral period as approved, its application for arbitration or counter-

claim shall be deemed to have been withdrawn.

Where a party amends its claim or counterclaim and a supplemented arbitration fee shall be paid accordingly, the provisions of the preceding paragraphs shall apply.

Rule 26 Conservatory Measures for Arbitration

A party may apply for conservatory measures in accordance with the law.

Where a conservatory measure is sought prior to application for arbitration, a party may submit its application for the conservatory measure directly to the competent people's court; where a conservatory measure is sought during the arbitral proceedings, the Commission shall forward the application for conservatory measure and relevant materials to the competent people's court as designated by the applying party.

Rule 27 Submission of Materials

When submitting the Request for Arbitration, a Statement of Defence, a Statement of Counterclaim, evidence, and other written documents, the parties shall make their submissions in five (5) copies. Where there is any addition to the number of parties or service addresses, additional copies shall be provided accordingly. Where a party applies for conservatory measures, it shall also provide additional copies accordingly. Where an arbitral tribunal is composed of a sole arbitrator, the number of copies submitted may be reduced by two.

Electronic versions of the documents mentioned above may be submitted to the Commission simultaneously.

Rule 28 Withdrawal of Application for Arbitration or Counterclaim

Applications for arbitration or counterclaim that have been accepted by the Commission may be withdrawn by a party. In the event of such withdrawal, the Commission or the arbitral tribunal shall make a decision to terminate the arbitral proceedings, and shall have power to decide that the corresponding arbitration fee shall be borne by the party making the withdrawal. Where the parties have agreed otherwise, such agreement shall prevail.

Where a party has withdrawn its application for arbitration or counterclaim, it may apply for arbitration again.

Rule 29 Joinder of Additional Parties

Prior to the formation of the arbitral tribunal and upon the approval of the Commission, a party may apply for joinder of additional parties based on the same or relevant arbitration agreement.

A Request for Joinder of Additional Parties shall be submitted to the Commission where a party wishes to join an additional party to the arbitration. The provisions on application for arbitration, acceptance and defence in this Chapter shall apply to any application, acceptance, defence and other matters concerning the additional parties.

Once the arbitral tribunal is formed, an application for joining an additional party shall not be accepted, unless it has been agreed by the Claimant, the Respondent and the additional party sought to be joined.

Rule 30 Representatives

The parties and their legal representative (s) may entrust lawyer(s) or other representative(s) to participate in the arbitration. Where an arbitration is conducted through entrusted lawyer(s) or other representative(s), the identification document(s) and Power(s) of Attorney of such person(s) shall be submitted to the Commission.

A Power of Attorney shall explicitly state the matter entrusted and scope of authority. Where there is any change or revocation by a party of the representative(s), the matter entrusted, or the scope of authority, the party shall notify the Commission in writing. Any change to the representative(s) or the scope of authority shall not affect the arbitral proceedings already conducted.

Chapter 4 Formation of the Arbitral Tribunal

Rule 31 Panel of Arbitrators

The Commission shall establish a Panel of Arbitrators.

The parties shall nominate arbitrators from the Panel of Arbitrators provided by the Commission.

Rule 32 Formation of the Arbitral Tribunal

An arbitral tribunal shall be composed of either three arbitrators or a single arbitrator. For an arbitral tribunal of three arbitrators, there shall be a presiding arbitrator.

Where the parties agree that the arbitral tribunal shall consist of a single arbitrator, such agreement shall prevail. Where there is no such agreement between the parties, the arbitral tribunal shall be composed of three arbitrators.

Rule 33 Nomination of Arbitrators

Where the arbitral tribunal is to be composed of three arbitrators, the parties shall, within 15 days from the date of receipt of the Notice of Acceptance or the Notice to Submit Statement of Defence, respectively nominate one arbitrator to be a member of the arbitral tribunal, and shall jointly nominate the presiding arbitrator within 15 days from the date of receipt of the Notice to Submit Statement of Defence by the Respondent.

Where there are two or more parties on one side of a case, the arbitrator shall be jointly nominated by each side within the above time period. If no agreement is reached within the time period, it shall be deemed that no arbitrator has been nominated.

The parties may, within the above time period, each recommend one to three candidates to be the presiding arbitrator. Where there is one common candidate, such candidate shall be the presiding arbitrator jointly nominated by the parties. Where there are more than one common candidates, the Chairman of the Commission shall, according to the specific circumstances of the case, appoint one of them as the presiding arbitrator as jointly nominated by both sides. Where there is no joint recommendation or no recommendation within the time period, it shall be deemed that no presiding arbitrator has been jointly nominated.

Where the parties have agreed that the arbitral tribunal shall be composed of one arbitrator, the arbitrator shall be jointly nominated by the parties within 15 days from the date when the Respondent receives the Notice to Submit Statement of Defence.

Before the formation of an arbitral tribunal, if the Commission grants an application for an additional party to be joined, the additional party shall, together with the Claimant or the Respondent, participate in the nomination of arbitrators in accordance with the above provisions. After the formation of an arbitral tribunal, if the arbitral tribunal grants an application for an additional party to be joined, the additional party joined shall be deemed to accept that the arbitral tribunal may proceed to hear the case. However, this does not affect the right of such party to challenge an arbitrator in accordance with these Rules.

Where a party raises an objection to the arbitration agreement before the expiry of the time period for arbitrator nomination and without nominating an arbitrator, and if the Commission has determined that the objection shall not succeed, such party shall nominate an arbitrator within five (5) days from its receipt of such determination.

Where an arbitrator from overseas, the Hong Kong Special Administrative Region, the Macao Special Administrative Region, or the Taiwan region has been nominated by a party, such party shall advance a reasonable fee in accordance with such arbitrator's fee standard. In the event that such fee has not been paid within the time period prescribed by the Commission, such arbitrator shall be deemed not to have been nominated.

Rule 34 Appointment of Arbitrators

The Chairman of the Commission shall appoint the members of an arbitral tribunal in any of the following circumstances:

(1) The parties have jointly entrusted the Chairman of the Commission to appoint arbitrator(s);

(2) The parties fail to jointly nominate the arbitrator(s) or the presiding arbitrator;

(3) The parties fail to nominate an arbitrator or nominate an arbitrator after the expiry of the prescribed time period.

Rule 35 Notice of Formation of Arbitral Tribunal

Promptly after the formation of the arbitral tribunal, the Commission shall notify the parties in writing of such formation.

Rule 36 Disclosure

The arbitrator having been nominated or appointed shall sign a Declaration and disclose in writing any circumstances that may give rise to justifiable doubts as to his/her independence or impartiality.

Where circumstances that need to be disclosed arise during the arbitral proceedings, an arbitrator shall promptly disclose such circumstances in writing.

Upon receipt of the written disclosure of an arbitrator, a party wishing to challenge the arbitrator shall submit the challenge in writing within ten (10) days. If a party fails to submit a challenge within the above time period, it may not subsequently challenge the arbitrator on the basis of the matters hereof disclosed by the arbitrator.

Rule 37 Challenge

An arbitrator shall voluntarily withdraw from office and the parties shall have the right to challenge the arbitrator, if the arbitrator:

(1) is a party of the case, or a close relative of a party or representative in the case;

(2) has an interest in the outcome of the case;

(3) is otherwise related to a party or a party representative of the case, which may affect the fairness of the arbitration;

(4) has privately met with a party or a party representative or has accepted from a party or a party representative an invitation to entertainment or a gift;

(5) has other circumstances that require a withdrawal.

The provisions of the preceding paragraph shall also apply to any challenge concerning a case secretary, translator or appraiser.

Rule 38 Filing of Challenge

A party may challenge an arbitrator in writing and shall state its reasons for the challenge with supporting evidence.

Any challenge shall be filed prior to the first oral hearing. Where a party becomes aware of a reason for challenge after the first oral hearing, the party shall challenge the arbitrator before the conclusion of the last oral hearing. In the event that the case will not have another oral hearing or shall be arbitrated without an oral hearing according to the agreement of the parties, a challenge shall be filed within ten (10) days from the day such party knows or should have known of such reason.

The Commission shall promptly notify the other parties, the challenged arbitrator and the other arbitrators of the arbitral tribunal of the filed challenge. The arbitrator being challenged and other parties shall be entitled to submit their opinions on the challenge.

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.

If a party, after being informed of the formation of the arbitral tribunal, entrusts a representative, that raises any circumstance which would require an arbitrator to withdraw from his/her office, the party shall be deemed to have waived its right to challenge such arbitrator. However, the right of other parties to challenge on such matter shall not be affected. Fees relating to the resulting delay of proceedings shall be borne by the party which causes such challenge.

Where a party files a challenge against a case secretary, translator, or appraiser, the provisions of the preceding paragraphs of this Article shall apply.

Rule 39 Decision on Challenge

The decision on a challenge to an arbitrator, case secretary, translator, or appraiser shall be made by the Chairman of the Commission.

Rule 40 Replacement of Arbitrator

An arbitrator shall be replaced in the following circumstances:

(1) An arbitrator is unable to hear a case due to appropriate reasons;

(2) An arbitrator withdraws from his/her office by himself/

herself or as decided by the Chairman of the Commission;

(3) The Chairman of the Commission decides that an arbitrator is prevented de jure or de facto from fulfilling his/her duties or has performed such duties in violation of these Rules;

(4) Other circumstances as may require the replacement of the arbitrator.

Where the arbitrator being replaced was nominated by a party, such party shall re-nominate an arbitrator within five (5) days from its receipt of the notice from the Commission; where such arbitrator was appointed by the Chairman of the Commission, the Chairman shall re-appoint an arbitrator. The Commission shall notify the parties in writing of the re-nominated or re-appointed arbitrator.

After the re-formation of an arbitral tribunal, the arbitral tribunal shall decide whether the previous proceedings in the case shall be repeated.

Chapter 5 Evidence

Rule 41 Forms of Evidence

Evidence shall include statements of parties, documentary evidence, physical evidence, audio-visual materials, electronic data, witness's testimony, appraiser's reports, transcripts of survey and other evidence stipulated by the law.

The originals of documentary evidence and physical evidence shall be submitted. Where there is difficulty in submitting the originals, replicas, extracts or photographs may be submitted together

with an explanation of their sources.

Documentary evidence in a foreign language shall be submitted with versions in the language of arbitration that the parties have agreed on or in the language that the arbitral tribunal has requested.

Rule 42 Burden of Proof

A party shall bear the burden of proving the facts on which it relies to support its claim(s) or counterclaim(s).

A party shall categorize and compile the evidence that it submits, with a brief explanation of its source, purpose and contents, and indicate the person who makes the submission and date of submission.

Where a party fails to produce evidence or where the evidence that it produces is not sufficient to support its claim(s) or counterclaim(s), it shall bear the consequences thereof.

Rule 43 Period for Production of Evidence

The parties shall produce evidence within the time period specified by the arbitral tribunal.

If there is difficulty producing evidence within the time limit, a party may apply for an extension in writing. The decision on whether to grant the extension applied for shall be made by the arbitral tribunal.

Rule 44 Investigation and Evidence Collection by the Arbitral Tribunal

The arbitral tribunal may, where it considers it necessary, undertake investigation and collect evidence upon the application of a party or at its discretion.

When investigating and collecting evidence, the arbitral

tribunal may notify the parties to be present. In the event that one or both parties fail to be present after being notified, the investigation and collection of evidence shall proceed without being affected.

Rule 45 Appraisal

The arbitral tribunal may decide to conduct appraisal upon parties' application or as it considers necessary. Where the arbitral tribunal decides to conduct appraisal, it shall notify the parties to jointly select an appraisal agency within the specified time period. In case the parties fail to jointly select an appraisal agency, the arbitral tribunal shall designate one.

The parties shall pay the appraisal fee, according to the proportion as agreed upon by the parties or as determined by the arbitral tribunal, within the prescribed period. The final allocation of such fee shall be decided by the arbitral tribunal.

The appraiser's report shall be served upon the parties, to which they may submit their written opinions or make inquiries to the appraiser at the oral hearing. The appraiser shall make an explanation, interpretation or supplementation. Where the arbitral tribunal approves the appraiser's non-attendance of the oral hearing, the appraiser shall respond to objections and inquiries in writing.

If the appraisal cannot proceed because the party who bears the burden of proof on the appraisal matter fails to advance the appraisal fee or to provide the materials or objects that are necessary for the appraisal, the party shall bear the consequence thereof.

Where there is any controversy over issues such as the relevance of the materials or objects needed for appraisal, a decision shall be made by the arbitral tribunal.

Rule 46 Witness Testimony

The parties shall apply in writing for witnesses to testify in an oral hearing. The decision on whether to approve it shall be made by the arbitral tribunal. The said written application shall contain the personal and contact information of the witness and the matters to be proved by the witness. The witness' identification documents shall be attached to the application.

The arbitral tribunal and the parties may question witnesses over the relevant matters. Witnesses are obligated to answer these questions truthfully.

Rule 47 Supplementary Evidence

The arbitral tribunal may require the parties to provide supplementary evidence after the oral hearing. Where one party fails to submit such materials within the period specified by the arbitral tribunal, the party shall be deemed to have failed to produce evidence, unless the other party consents or the arbitral tribunal decides otherwise.

Rule 48 Examination of Evidence

The arbitral tribunal may organize for the exchange of evidence between the parties if it considers necessary.

Evidence shall be produced at the oral hearing and may be examined by the parties. After being clarified by the arbitral tribunal during the oral hearing, evidence already recognized by the parties

during the exchange period before the oral hearing does not need to be produced again. Such evidence may be directly relied upon as proof in finding the facts.

If the arbitral tribunal decides to accept evidence submitted during or after the oral hearing and there is no subsequent oral hearing, the arbitral tribunal may require the parties to submit their written opinions on the evidence within a time period specified by the arbitral tribunal.

Where the parties agree not to have an oral hearing, they may examine evidence in writing.

The arbitral tribunal shall inform the parties of the investigation results. Evidence collected by the arbitral tribunal shall be forwarded to the parties for their opinions.

Rule 49 Assessment of Evidence

Evidence shall be assessed by the arbitral tribunal. Whether or not an appraiser's report is to be admitted shall also be decided by the arbitral tribunal.

Where a party neither acknowledges nor denies facts asserted by another party, and upon inquiry by the arbitral tribunal it still does not explicitly express acknowledgement or denial, it shall be deemed to have acknowledged the facts.

Where a party, in its Request for Arbitration, Statement of Defence, statements or other written materials acknowledges facts and evidence unfavorable to itself, the arbitral tribunal shall confirm such facts and evidence, unless the party concerned withdraws its statement and proves the contrary by other evidence.

Where a party requests another party to provide specific evidence and the request has been approved by the arbitral tribunal, and the party possessing the evidence refuses to provide it, the arbitral tribunal may infer that the evidence is unfavorable to the possessor of the evidence.

Chapter 6 Hearing

Rule 50 Conduct of Hearing

An arbitration shall be conducted with an oral hearing.

Where the parties agree not to hold an oral hearing, the arbitral tribunal may examine the case in writing on the basis of the Request for Arbitration, the Statement of Defence and other materials. The arbitral tribunal may require the parties to make further explanations on the materials submitted by them.

With the consent of the parties from both sides, an arbitration may be conducted online or by other means.

Regardless of the means of conducting a hearing adopted, the arbitral tribunal shall treat parties from both sides fairly and impartially and give parties from both sides reasonable opportunities to be heard.

Rule 51 Confidentiality

Hearings shall be held in camera. Where the parties agree on a hearing in public, the hearing may be conducted in public unless the case involves state secrets, trade secrets of a third party or otherwise are not suitable for disclosure.

For a case that is held in private, the parties and other partici-

pants in the arbitration shall not disclose to any outsiders the substantive or procedural information of the case.

Rule 52 Place of Oral Hearing

The oral hearing shall be held at the location of the Commission. Where the arbitral tribunal considers it necessary and with the approval of the Commission, it may hold the oral hearing at another location.

The oral hearing may be held at a place other than the location of the Commission that has been agreed upon by the parties. Any additional expenses arising from this shall be borne by the parties.

Rule 53 Consolidated Hearing

Two or more arbitrations may be examined in a consolidated hearing upon the consent of parties if the facts and grounds in the arbitrations are connected to each other and the subject matter of the arbitrations are of the same nature.

The provisions of the preceding paragraph shall not apply if the compositions of the arbitral tribunals are different.

Rule 54 Notice of Oral Hearing

The Commission shall notify the parties of the time and place of the oral hearing five (5) days before the first oral hearing of the arbitral tribunal. If parties from both sides agree to hold the oral hearing earlier, the arbitral tribunal shall decide the time of the oral hearing. If a party has justified reasons for requesting a postponement of the oral hearing, it shall communicate such request to the arbitral tribunal three (3) days before the time fixed for the oral hearing. Whether to postpone the oral hearing shall be decided

by the arbitral tribunal.

A notice of oral hearing after the first oral hearing shall not be subject to the time period of five (5) days.

Rule 55 Pre—Hearing Preparations

Before the first oral hearing, the arbitral tribunal may send lists of questions to the parties, call on parties from both sides to exchange and examine evidence, identify the issues at dispute and the scope of the arbitration, and put the relevant matters on record.

Rule 56 Default

If the Claimant fails to appear at an oral hearing without showing justified reasons or withdraws from an on—going oral hearing without the permission of the arbitral tribunal, the Claimant may be deemed to have withdrawn its application for arbitration. If the Respondent fails to appear at an oral hearing without showing justified reasons or withdraws from an on—going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration by default and make a default award.

The provisions of the preceding paragraph shall apply to any counterclaim as well.

Rule 57 Oral Hearing

During an oral hearing, parties are entitled to present their case, produce and examine the evidence, and present their arguments for debate. At the end of the hearing, the arbitral tribunal shall invite closing statements from the parties.

The closing statement of a party may be presented during the

oral hearing or submitted to the arbitral tribunal in writing within a time period specified by the arbitral tribunal.

Rule 58 Record of Oral Hearing

The arbitral tribunal shall make a written record of the oral hearing and may make an audiovisual record simultaneously. 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 for correction is refused by the arbitral tribunal, the case secretary shall nevertheless keep a record of the application.

The written record of an oral hearing shall be signed or sealed by the arbitrator(s), the parties, other participants in the arbitration and the case secretary. The case secretary shall keep a record of any circumstance of a refusal to sign or seal.

Rule 59 Suspension and Resumption of the Arbitral Proceedings

Arbitral proceedings shall be suspended in any of the following circumstances:

- (1) Parties from both sides jointly request a suspension;
- (2) A party is unable to participate in the oral hearing for reasons beyond the party's control;
- (3) The arbitration must depend on the outcome of another case which has not been concluded yet;
- (4) Other circumstances as may require a suspension.

The arbitration proceedings shall resume after the elimination of the circumstance giving rise to the suspension.

A decision on the suspension or resumption shall be made by

the Commission. However, after the arbitral tribunal is formed, the decision shall be made by the arbitral tribunal.

Rule 60 Decisions on the Arbitral Proceedings

The arbitral tribunal may decide on the procedural matters in respect of the arbitral proceedings.

Where an arbitral tribunal is composed of three arbitrators, such decision shall be made by a majority of the arbitrators. Any dissenting opinion shall be kept in the record of deliberation. Where an arbitral tribunal cannot reach a majority opinion, the decision shall be made in accordance with the presiding arbitrator's opinion.

Chapter 7 Settlement, Conciliation and Award

Rule 61 Settlement

The parties may reach a settlement on their own. Where a settlement agreement is reached, the application for arbitration may be withdrawn, or the arbitral tribunal may be requested to make an award in accordance with the settlement agreement.

Where the arbitral tribunal has justifiable doubts on the legality or authenticity of the settlement agreement or considers that it may infringe upon the interests of a third party or the public, the application for arbitration shall be dismissed if the party does not withdraw it.

Rule 62 Conciliation

The arbitral tribunal may conduct conciliation at the request of or with the consent of the parties.

The arbitral tribunal shall terminate the conciliation proceedings if either party so requests or if the arbitral tribunal considers that further conciliation efforts will be futile.

If an agreement is reached through conciliation, the arbitral tribunal shall make a conciliation statement, or make an award in accordance with the results of the conciliation upon the application of the parties. The conciliation statement and the award shall have the same legal effect.

The conciliation statement shall specify the arbitration claim (s), the results of the conciliation, and the allocation of arbitration fees.

The conciliation statement shall be signed or electronically signed by the arbitrators, and the seal or the electronic signature of the Commission shall be affixed to it. The conciliation statement shall become legally effective after it is signed for receipt by parties from both sides.

In the event that conciliation fails or one party withdraws before a conciliation statement is signed for receipt the arbitral tribunal shall proceed to render an award in a timely manner.

The parties shall not invoke any statement, opinion or suggestion made by the parties or arbitrators during the process of conciliation in the subsequent arbitral proceedings or any other proceedings. Opinions expressed by the parties during the process of conciliation shall not be taken as a basis for decisions in an award.

Rule 63 Supplementation and Correction of Conciliation Statement

The arbitral tribunal shall, on its own initiative, make supple-

mentation and correction of any typographical or computational error of a conciliation statement which has come into effect. Where a party requests for such supplementation and correction, it shall apply in writing within thirty (30) days from its receipt of the conciliation statement.

The supplementation and correction to the conciliation statement shall form part of the original conciliation statement.

Rule 64 Making of Award

Where a case is examined by an arbitral tribunal composed of three arbitrators, the case shall be deliberated before the award is rendered, and the case secretary shall make a record of deliberation.

An award shall be rendered by a majority of arbitrators. Any written dissenting opinion of the minority shall be kept in the record of deliberation. Where the arbitral tribunal fails to reach a majority opinion, the decision shall be rendered in accordance with the presiding arbitrator's opinion.

The arbitral tribunal shall state in the award the claim(s), the facts of the dispute, the reasons for the award, the result of the award, the time limit for performance of the award, the allocation of the arbitration fees, and the date on which the award is rendered. 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.

The award shall be signed or electronically signed by the arbitrators, and the seal or the electronic signature of the Commission

shall be affixed to the award. The arbitrator holding a dissenting opinion on the award may choose not to sign his/her name, but shall issue a written opinion.

The draft award shall be submitted to the Commission for scrutiny, and the Commission may bring the attention of the arbitral tribunal to any issues to be addressed in the award.

The award shall come into legal effect on the day it is rendered.

Rule 65 Partial Awards

Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal approves, the arbitral tribunal may render a partial award disposing of particular claims before proceeding to render the final award.

The failure by any party to perform a partial award shall not affect the arbitral proceedings.

Rule 66 Time Period for Making an Award

The arbitral tribunal shall make its award within three (3) months from the date on which the arbitral tribunal is formed. Where an extension is required, approval of the Chairman of the Commission shall be obtained.

The aforesaid period shall not include the period of suspension or appraisal.

Where a party applies for amending its claim or filing a counterclaim, the time period for rendering an award shall be re-calculated from the date of acceptance of the application.

Rule 67 Supplementation and Correction of Awards; Additional A-

wards

The arbitral tribunal shall make supplementation and correction to its award if there is any typographical or computational error in the award.

The arbitral tribunal shall render an additional award if there is any omission of claims.

Where a party requests for supplementation and correction of an award, or an additional award, it shall apply in writing within thirty (30) days from its receipt of the award.

The Supplementation and Correction to the Award, or the Additional Award, shall form a part of the original award.

Rule 68 Re—Arbitration

Where a people’s court notifies the arbitral tribunal to re—arbitrate, the arbitral tribunal shall then decide on whether to re—arbitrate.

The award rendered through a re—arbitration shall replace the original award.

Rule 69 Allocation of Arbitration Fees

The arbitration fees shall be allocated in accordance with factors such as the circumstances of the parties’ claims supported by the arbitral award, the fault of the parties, and the degree of cooperation of the parties in the arbitral proceedings. The parties may negotiate on their own for the arbitration fees to be borne respectively.

The arbitral tribunal may, having regard to the circumstances of case, determine the conservatory fee, the appraisal fee and other

expenses that should be borne by each party.

Rule 70 Performance and Execution of Award and Conciliation Statement

The parties shall perform the arbitral award or the conciliation statement within the time period specified in them.

Where a party fails to perform the award or the conciliation statement, the other party may apply to a competent people's court for enforcement. In the event that the award or the conciliation statement shall be enforced outside the territory of the People's Republic of China, the other party may apply to a competent court or other competent bodies overseas for enforcement in accordance with relevant conventions, treaties or other relevant regulations.

Chapter 8 Special Provisions for Summary Procedure

Rule 71 Scope of Application

Unless the parties have agreed otherwise, the provisions of this Chapter shall apply to any case where the amount in dispute does not exceed RMB 3,000,000.

Where the amount in dispute exceeds RMB 3,000,000 due to an amendment of a claim or the filing of a counterclaim, the application of the Summary Procedure shall not be affected.

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

Rule 72 Notice of Acceptance and Notice to Submit Statement of Defence

The Commission may accept an application for arbitration which accords with these Rules, promptly after the Claimant pays the arbitration fees, and shall send to the parties the Notice of Acceptance, the Notice to Submit Statement of Defence, the Request for Arbitration, these Rules, the Panel of Arbitrators, and the Agreement on the Formation of Arbitral Tribunal.

The Respondent shall submit the Statement of Defence within ten (10) days from the receipt of the Notice to Submit Statement of Defence. The counterclaim, if any, shall be filed within the same time period. The Commission shall forward the Statement of Defence, or the Statement of Counterclaim and the Notice to Submit Statement of Defence to Counterclaim to the other party within five (5) days from the receipt of the Statement of Defence or the acceptance of the counterclaim. The other party shall submit the Statement of Defence to the Counterclaim within ten (10) days from the receipt of the Notice to Submit Statement of Defence to the Counterclaim.

Rule 73 Formation of the Arbitral Tribunal

The arbitral tribunal shall be composed of one arbitrator.

Where the parties agree that the arbitral tribunal shall be composed of three arbitrators, such agreement shall prevail, but the parties shall bear the additional arbitration fees.

Rule 74 Nomination and Appointment of the Sole Arbitrator

Within ten (10) days from the receipt by the Respondent of the Notice to Submit the Statement of Defence, the Claimant and the Respondent shall jointly nominate, or entrust the Chairman of the

Commission to appoint the sole arbitrator.

The parties may, within the above time period, each recommend one to three arbitrators as candidates for the formation of the arbitral tribunal. Where there is one common candidate, such candidate shall be the sole arbitrator jointly nominated by the parties. Where there are more than one common candidates, the Chairman of the Commission shall appoint the sole arbitrator from among the common candidates according to the specific circumstances of the case.

If there is no joint nomination or joint recommendation within the time period, the sole arbitrator shall be appointed by the Chairman of the Commission.

Rule 75 Notice of Oral Hearing

Generally, an oral hearing shall be held only once. The Commission shall notify the parties of the date and place of the oral hearing three (3) days before the oral hearing. In case the arbitral tribunal considers a subsequent oral hearing necessary, a notice of a subsequent oral hearing to be sent by the Commission shall not be subject to the time period of three (3) days.

Rule 76 Change of Procedure

During the Summary Procedure, the Summary Procedure may be changed to the general procedure under the parties' application or the decision of the arbitral tribunal who considers the change of procedure necessary. Such change is subject to the approval of the Chairman of the Commission.

In the event that the proceedings change from the Summary

Procedure into the general procedure, if the original arbitral tribunal is composed of one arbitrator, the parties shall nominate or entrust the Chairman of the Commission to appoint an arbitrator according to relevant provisions under these Rules within three (3) days from the receipt of the Notice of the Change of Procedure. The presiding arbitrator shall be the arbitrator of the original arbitral tribunal unless the parties have agreed otherwise.

Where the parties from both sides apply for a change to the general procedure in accordance with the provisions of the preceding paragraphs, they shall bear the additional arbitration fees.

After a change of procedure, a decision on whether or not the arbitral proceeding that has already been conducted will be repeated shall be made by the arbitral tribunal.

Rule 77 Time Period for Making an Award

The arbitral tribunal shall make its award within two (2) months from the date on which the arbitral tribunal is formed. Where an extension is required, approval of the Chairman of the Commission shall be obtained.

Chapter 9 Special Provisions for International Commercial Arbitration

Rule 78 Scope of Application

Unless the parties have agreed otherwise, provisions under this Chapter shall apply to international commercial disputes. The relevant provisions in the other Chapters of these Rules shall apply to matters not covered in this Chapter.

For arbitrations related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and the Taiwan region, the provisions in this Chapter shall be referred to and applied.

Where a party raises an objection as to the existence of international elements of the case, the tribunal shall make a decision on the objection, but this does not affect the past arbitral proceedings. Where the tribunal decides that the case has international elements, the provisions of this Chapter shall apply.

Rule 79 Defence and Counterclaim

The Respondent shall file a Statement of Defence in writing within thirty (30) days from the date of its receipt of the Notice to Submit Statement of Defence. The counterclaim, if any, shall be filed within this same time period.

The Commission shall forward the Statement of Defence, or the Statement of Counterclaim and the Notice to Submit Statement of Defence to Counterclaim to the other party within fifteen (15) days from the receipt of the Statement of Defence or the acceptance of the counterclaim.

The other party shall submit the Statement of Defence to Counterclaim within thirty (30) days from the receipt of the Notice to Submit Statement of Defence to Counterclaim.

Rule 80 Formation of the Arbitral Tribunal

The arbitral tribunal shall be composed of three arbitrators. Where the parties agree that the tribunal shall be composed of one arbitrator, such agreement shall prevail.

The parties may nominate arbitrators from the Panel of Arbitrators provided by the Commission or agree to nominate arbitrators from outside the Panel of Arbitrators. Where the parties agree to nominate arbitrators from outside the Panel of Arbitrators, they shall submit the basic information and specific contact information of the nominees to the Commission, and such nominees may act as arbitrators upon the Commission's confirmation.

Within thirty (30) days from the receipt of the Notice of Arbitration or the Notice to Submit Statement of Defence, the parties shall respectively nominate, or entrust the Chairman of the Commission to appoint an arbitrator, and jointly nominate or entrust the Chairman of the Commission to appoint the presiding arbitrator.

Where the parties fail to nominate or entrust the Chairman of the Commission to appoint the arbitrators, the arbitrators shall be appointed by the Chairman of the Commission.

Rule 81 Notice of Oral Hearing

The parties shall be notified of the date and the place of the first oral hearing fifteen (15) days before the first oral hearing. The arbitral tribunal may hold the oral hearing earlier if the parties have so agreed. If the parties have justified reasons for requesting a postponement of the oral hearing, they shall communicate such request to the arbitral tribunal five (5) days before the fixed time of the oral hearing. Whether to postpone the oral hearing shall be decided by the arbitral tribunal.

A notice of a subsequent oral hearing shall not be subject to the time period of fifteen (15) days.

Rule 82 Interim Measures

Where the place of execution of the conservatory measures or other interim measures is abroad or in the Hong Kong Special Administrative Region, the Macao Special Administrative Region or the Taiwan Region, the party wishing to apply for such interim measures shall, in accordance with the relevant laws and regulations of the country or region where the execution is sought, submit an application to the Commission with supporting evidence.

In accordance with the relevant laws and regulations of the country or region where the execution is sought, the Commission may, to the extent that it is practical, forward the application for interim measures to the competent courts for decision. The decision may also be made by the arbitral tribunal or the emergency arbitrator authorized by these Rules.

Where an interim measure is handled by the arbitral tribunal or the emergency arbitrator, they may, in accordance with the relevant laws and regulations, order interim measures by making a decision, rendering an award, or other means recognized by the law. The arbitral tribunal or the emergency arbitrator may require the requesting party to provide appropriate security.

The parties may directly apply for interim measures to a competent court in accordance with relevant laws and regulations.

Rule 83 Emergency Arbitrator

After the acceptance of the case and before the formation of

the arbitral tribunal, a party may, in accordance with relevant laws and regulations, apply to the Commission in writing for the appointment of an emergency arbitrator to handle its request for interim measures. The Commission shall decide on whether to approve such application.

Where the Commission considers it necessary, it may appoint an emergency arbitrator. The Chairman shall appoint an emergency arbitrator from the Panel of Arbitrators in a timely manner after the parties have paid the emergency arbitrator's fees, and shall notify the parties of the appointment.

The provisions of these Rules applicable to disclosure by and challenge to an arbitrator shall apply *mutatis mutandis* to disclosure by and challenge to an emergency arbitrator.

The emergency arbitrator may examine the application for interim measures in such manner as he/she deems appropriate but shall afford each party a reasonable opportunity to present its case.

The emergency arbitrator shall make the decision or award within fifteen (15) days from the date of appointment. The decision or the award shall be sent to the parties after being signed or electronically signed by the emergency arbitrator and affixed with the seal or electronic signature of the Commission.

A party objecting to the relevant decision or award made by the emergency arbitrator may apply for the modification, suspension or termination of the decision or award within three (3) days from the receipt of such document. The decision on whether to approve such application shall be made by the emergency arbi-

trator.

The mandate of the emergency arbitrator and the emergency arbitrator procedure shall be terminated on the day when the arbitral tribunal is formed. The emergency arbitrator shall not act as an arbitrator in a case related to the application of interim measures, unless the parties have agreed otherwise.

The decision or award made in the aforesaid proceedings by an emergency arbitrator may be modified, suspended or revoked by the arbitral tribunal.

Rule 84 Time Period for Making an Award

The arbitral tribunal shall make its award within six (6) months from the date on which the arbitral tribunal is formed. Where an extension is required, approval of the Chairman of the Commission shall be obtained.

Chapter 10 Supplementary Provisions

Rule 85 Time Limitation for Arbitration

If a time limitation for arbitration is provided by the law, such provisions shall apply. In the absence of such provisions, the time limitation for litigation shall apply.

Rule 86 Language of Arbitration

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 Mandarin Chinese.

If a party or other arbitration participants requires interpreta-

tion at an oral hearing, an interpreter may be provided by the Commission and the party concerned shall bear the relevant costs.

Rule 87 Service of Documents

All written materials, including the arbitral documents, may be delivered in person to the parties, their representatives or other arbitration participants, or may be sent to them by mail, fax, email or by any other means considered appropriate by the Commission. Where the parties have agreed otherwise, such agreement shall prevail.

Where the service of documents is made by way of mail, such documents shall be deemed to have been served if delivered to the addressee's place of business, place of registration, place of domicile, address as stated on the identification card, registered permanent residence address, address agreed by the parties, or other correspondence addresses, or if delivered to such addresses as provided by the other party.

If none of the aforesaid addresses can be ascertained after reasonable inquiries, the arbitration documents shall be deemed to have been served if delivered to the addressee's last known place of business, place of registration, place of domicile, address as stated on the identification card, registered permanent residence address, address agreed by the parties, or other correspondence addresses.

Where service of documents is made by way of email, such documents shall be deemed to have been served at the arrival of the email to the address agreed by the parties or provided by a party on his/her own. If the documents fail to be delivered because the

email address agreed or provided by the parties is wrong or has been cancelled, the documents shall nevertheless be deemed to have been served.

The party who provides his/her own service address shall issue the Confirmation of the Service Address and bear the consequences of the failure of service. The Claimant shall provide the service address of the Respondent and bear the legal consequences of the failure of service to the Respondent.

Where the service of documents is made by way of direct service, the signature date of the recipient on the service acknowledgement shall be the date of service. If the documents are served by post, the date of receipt by signature or the date of receipt on the service acknowledgement shall be the date of service.

Rule 88 Periods of Time

The time periods under these Rules shall not include the date of commencement.

Where the last day of a time period falls on a public holiday or a rest day, the first day following the public holiday or the rest day shall be the expiration date of the time period.

The time period shall not include the time en route. All arbitration documents shall be delivered before the expiration date of the period.

Where a party fails to comply with a period for reasons beyond the party's control or for any other justifiable reasons, the party may apply for an extension of the period within ten (10) days after the elimination of the impediment. The Commission or the arbitral

tribunal shall decide whether to grant an extension of the period.

Rule 89 Text

In case of any divergences of interpretation, the Chinese version of these Rules shall prevail.

Rule 90 Interpretation

These Rules shall be interpreted by the Secretariat. The headings of the articles in these Rules shall not be construed as interpretations of the contents of the corresponding provisions.

Rule 91 Coming into Force

These Rules shall be come into effect on January 1, 2022. For cases accepted by the Commission before these Rules come into effect, the Arbitration Rules effective at the time of acceptance shall apply. However, where the parties all agree, these Rules shall apply.