君合研究简讯

JUNHE

2015 年 1 月 27 日

争议解决法律热点问题

《中国国际经济贸易仲裁委员会仲裁规则(2015 版)》

2014 年 11 月 4 日中国国际贸易促进委员会/中国国际商会(以下简称“**贸仲委**”)修订并通过《仲裁规则(2015 版)》(以下简称“《**新贸仲规则**》”),新规则自 2015 年 1 月 1 日起施行。

一、 《新贸仲规则》修订的主要内容

《新贸仲规则》主文部分涉及修订条款 20 条,其中新增加条款 10 条。修订后,《新贸仲规则》总体框架为七章 84 条及 3 个附件:包括总则、仲裁程序、裁决、简易程序、国内仲裁的特别规定、香港仲裁的特别规定和附则 1-3。具体如下。

1. 管理案件程序的职能部门变更为仲裁院

为实现改革目的,贸仲委对有关管理案件职能部门进行了调整,贸仲委增设仲裁院,贸仲委分会下设分会仲裁院,明确贸仲委仲裁院及分会仲裁院代替贸仲委秘书局和分会秘书处履行仲裁规则规定的管理案件的职能。

2. 就多份合同可以同时提起仲裁

《新贸仲规则》第十四条规定,申请人就多份合同项下的争议可以在同一仲裁案件中合并提出仲裁申请,但必须同时符合下列前提条件:(1)多份合同系主从合同关系;或多份合同所涉当事人相同且法律关系性质相同;(2)争议源于同一交易或同一系列交易;(3)多份合同中的仲裁协议内容相同或相容。

对于涉及多份合同项下权利义务的纠纷,此条新规有利于更高效地解决连环交易、多方交易以及项目系列交易等多方多份合同发生的争议,节约仲裁成本、方便当事人仲裁、有效保护仲裁当事人的合法权益。例如,笔者曾参与某借贷抵押合同纠纷,借款合同和抵押合同为两个独立的合同,为使仲裁庭裁决申请人可以直接就抵押物实现债权,申请人欲提出还款和在不能还款的情况下执行抵押物的两项请求。但这就涉及到两个合同和两个仲裁依据的问题,能否一并提起,旧仲裁规则并未明确。笔者多次询问仲裁委,虽然最终成功立案,但费尽周折。主从合同项下的权利义务本来就具有密切关联性,允许当事人同时提起仲裁,将来更有利于仲裁裁决的执行,保障当事人合法权益。然而本条对于当事人不完全相同,但法律关系性质相同、争议源于同一交易或同一系列交易且仲裁协议内容相同或相容的仲裁案件是否可以合并仲裁的规定仍然不明确。

3. 新增追加当事人程序

《新贸仲规则》第十八条新增了追加当事人程序。经一方当事人申请,仲裁庭或者仲裁院可以追加当事人,相关程序为:(1)存在表面上可以约束被

追加人的仲裁协议；(2)提出书面申请及申请所依据的证据材料以及其他证明文件；(3)被追加的当事人不是第三人追加，而是列入申请人方或被申请人方；(4)被追加的当事人具有与原当事人相同的选定或指定仲裁员的权利；(5)原当事人和被追加的当事人均有权提出仲裁协议效力或主体资格等管辖权异议；(6)追加当事人之前已经进行的程序和之后的程序如何进行，由仲裁委员会或仲裁庭决定，除非规则另有明确规定。

《仲裁法》中没有规定第三人程序，就与案件裁决结果具有利害关系的第三人，是无法加入到仲裁程序中的。《新贸仲规则》的追加当事人虽然不是第三人追加，但允许在存在共同仲裁协议的情况下追加当事人，将贸仲委的实践做法上升到规则的高度，增加了仲裁程序的确定性，也有利于仲裁庭查明案件事实，保护当事人的合法权益。

4. 多案之间合并仲裁

《新贸仲规则》第十八条对多案合并仲裁程序进行了修改，即在当事人申请下，已经开始审理的多个案件合并为一个仲裁案件审理。旧贸仲规则规定，此程序必须经全体当事人同意，《新贸仲规则》修改为，一方当事人申请后，贸仲委就可以决定是否合并审理。

此程序适用于四种情形的案件：(1)各案仲裁请求依据同一个仲裁协议提出；(2)各案仲裁请求依据多份仲裁协议提出，该多份仲裁协议内容相同或相容，且各案当事人相同、各争议所涉及的法律关系性质相同；(3)各案仲裁请求依据多份仲裁协议提出，该多份仲裁协议内容相同或相容，且涉及的多份合同为主从合同关系；(4)所有案件的当事人均同意合并仲裁。

仲裁委根据当事人的申请，考虑案件的关联性等因素做出决定；除非各方当事人另有约定，合并的仲裁案件应合并最先开始仲裁程序的仲裁案件。

合并仲裁最重要的一个目的是避免同一个事实或者法律问题在不同的程序中受到反复审理，从而导致了当事人争议成本的增加，并可能产生相互矛盾的仲裁裁决。然而另一方面可能需要考虑的情况是未经全体当事人同意的合并情形是否干预了当事人的意思自治；而且案件合并仲裁后，仲裁庭有可能需要重新组成，案件的审理程序有可能被拖延。合并仲裁还需要在实践中摸索完善。

5. 提高了适用简易程序案件的争议金额

《新贸仲规则》第五十六条规定，除非当事人另有约定，凡争议金额不超过人民币 500 万元的案件适用简易程序。

如果当事人希望标的不超过 500 万元的争议由三人仲裁庭审理而不是只有一名独任仲裁员审理，建议在仲裁条款中明确约定仲裁庭由三名仲裁员组成。然而，需要注意的是，即使约定了三人仲裁庭的组庭方式，对于标的不足 500 万元的案件，除组庭方式按约定外，其他程序仍将适用简易程序。

贸仲委对于简易程序争议金额的修改主要是基于其近来争议标的不断增加，为了提高办案速度而设立。相比较而言，北京仲裁委员会简易程序适用的是争议金额在 100 万元以下的案件；上海国际经济贸易仲裁委员会简易程序适用的也是争议金额在100 万元以下的案件。

6. 紧急性临时救济

《新贸仲规则》第二十三条规定，根据所适用的法律或当事人的约定，当事人可以申请紧急性临时救济。紧急仲裁员可以决定采取必要或适当的紧急性临时救济措施。

紧急临时性救济申请应在仲裁组庭前提出，如仲裁院初步审查认为可以适用紧急仲裁员程序的，由仲裁院院长选定紧急仲裁员，紧急仲裁员的权力及紧急仲裁程序至仲裁庭组庭后终止。紧急仲裁员

作出临时性救济的决定前可以要求申请人提供一定的担保；作出决定后，当事人可以向有管辖权的法院申请强制执行。

就紧急临时救济的期限，仲裁员在收到申请书及申请人预付费用后 1 日内指定紧急仲裁员；如无回避事由，紧急仲裁员应在接受指定后 2 日内，制定一份事项安排，并在接受指定后 15 日作出紧急仲裁员决定。

就临时性救济措施的内容，《新贸仲规则》并未明确，一般而言，临时救济的概念类似于民事诉讼程序中的保全制度，包括：证据保全、财产保全和行为保全等。实践中也可能将由紧急仲裁员判断可采取紧急措施的类型，当事人请求紧急性临时救济的范围可能会在上述基础上扩大。

在另一个层面，紧急仲裁员作出的紧急救济可能是法院无法作出的临时措施，是对法院临时措施的必要补充，有利于及时保护当事人的合法权益，降低损失。此外，不同于民事诉讼法要求的公证认证手续，在贸仲委仲裁程序中申请紧急救济时无需办理境外公证认证，比法院的手续更为简便快捷。

7. 香港仲裁的程序规定

贸仲委于 2012 年在香港设立仲裁中心，此次就在香港进行仲裁的程序，《新贸仲规则》亦新增了相关规定。

实践中经常出现外方当事人不希望在中国大陆仲裁，中方当事人担心不了解境外仲裁机构，因此中外双方就选定涉外仲裁机构问题上难以达成一致的情形。贸仲香港仲裁中心是很好的折衷选择，而相关程序的明确为这一选择提供了良好的保障。

香港仲裁中心管理的案件仲裁程序适用法为香港仲裁法，仲裁裁决为香港裁决。当事人可以在贸仲的仲裁员名册外选定仲裁员；仲裁收费实行机构管理费与仲裁员报酬分别收取的国际惯常做法。就紧急救济，香港仲裁程序适用相同的仲裁规则。

8. 其他新增程序规定

(1) 增加了三种在当事人拒收或难以送达仲裁文书的情况下的送达方式：公证送达、委托送达和留置送达。

(2) 增加了首席仲裁员的权力，明确首席仲裁员经其他仲裁员授权享有单独决定程序安排的权力。

(3) 增加了仲裁员办理案件特殊报酬的规定。仲裁员特殊报酬可参照贸仲香港仲裁中心有关仲裁员报酬和费用的标准确定。

(4) 增加了速录员的规定。根据当事人的要求，仲裁庭可以请速录员速录庭审笔录，但速录费由当事人承担。

二、 简评

1. 《新贸仲规则》在《仲裁法》之外建立了更多的新程序制度

针对当今商事交易多元化模式的变化，为快速解决当事人因连环交易、多方交易、项目系列交易等多方多份合同发生的争议，《新贸仲规则》增加了“追加当事人”、“多份合同的仲裁”的规定，并修改“合并仲裁”条款，这对于推进程序高效运行，节省当事人的仲裁成本具有非常重要的意义，也体现了贸仲委和其他国际仲裁机构在国际层面上的协调和同步发展。

2. 新制度的落实问题

就新增的紧急仲裁员及紧急性临时救济制度，其实是赋予了贸仲委采取相关保全措施的权力，但《仲裁法》并没有类似的规定。虽然在旧贸仲规则中，规定了仲裁庭可以依据适用的法律采取临时措施，但鉴于中国法律并没有类似规定，实践亦几乎

没有遇到过此类申请。如果《在新贸仲规则》实施后，当事人向法院申请执行临时救济裁决，法院将如何审查？另一方面，《新贸仲规则》规定，依据适用的法律或当事人约定，紧急仲裁员或仲裁庭可以采取临时措施，当事人的约定应具体到何种程度？是否只要仲裁协议中约定了适用贸仲规则，当事人在仲裁程序中就可以提出申请，还是应就临时措施做特别约定？以上这些问题，均需等待司法实践的进一步磨合完善来解决。

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附件：新旧仲裁规则对比表

章节[1]	旧版	新版
第一章 总则	第八条 送达及期限 (一)有关仲裁的一切文书、通知、材料等均可采用当面递交、挂号信、特快专递、传真或仲裁委员会秘书局或仲裁庭认为适当的其他方式发送。 (二)上述第(一)款所述仲裁文件应发送当事人或其仲裁代理人自行提供的或当事人约定的地址；当事人或其仲裁代理人没有提供地址或当事人对地址没有约定的，按照对方当事人或其仲裁代理人提供的地址发送。 (三)向一方当事人或其仲裁代理人发送的仲裁文件，如经当面递交收件人或发送至收件人的营业地、注册地、住所地、惯常居住地或通讯地址，或经对方当事人合理查询不能找到上述任一地点，仲裁委员会秘书局以挂号信或特快专递或能提供投递记录的其他任何手段投递给收件人最后一个为人所知的营业地、注册地、住所地、惯常居住地或通讯地址，即视为有效送达。 (四)本规则所规定的期限，应自当事人收到或应当收到仲裁委员会秘书局向其发送的文书、通知、材料等之日的次日起计算。	第八条 送达及期限 (一)有关仲裁的一切文书、通知、材料等均可采用当面递交、挂号信、特快专递、传真或仲裁委员会仲裁院或仲裁庭认为适当的其他方式发送。 (二)上述第(一)款所述仲裁文件应发送当事人或其仲裁代理人自行提供的或当事人约定的地址；当事人或其仲裁代理人没有提供地址或当事人对地址没有约定的，按照对方当事人或其仲裁代理人提供的地址发送。 (三)向一方当事人或其仲裁代理人发送的仲裁文件，如经当面递交收件人或发送至收件人的营业地、注册地、住所地、惯常居住地或通讯地址，或经对方当事人合理查询不能找到上述任一地点，仲裁委员会仲裁院以挂号信或特快专递或能提供投递记录的**包括公证送达、委托送达和留置送达**在内的其他任何手段投递给收件人最后一个为人所知的营业地、注册地、住所地、惯常居住地或通讯地址，即视为有效送达。 (四)本规则所规定的期限，应自当事人收到或应当收到仲裁委员会仲裁院向其发送的文书、通知、材料等之日的次日起计算。
第二章 仲裁程序		【新增】第十四条 多份合同的仲裁 申请人就多份合同项下的争议可在同一仲裁案件中合并提出仲裁申请，但应同时符合下列条件： 1. 多份合同系主从合同关系；或多份合同所涉当事人相同且法律关系性质相同； 2. 争议源于同一交易或同一系列交易； 3. 多份合同中的仲裁协议内容相同或相容。
第二章 仲裁程序	第十六条 变更仲裁请求或反请求 申请人可以申请对其仲裁请求进行更改，被申请人也可以申请对其反请求进行更改；但是仲裁庭认为其提出更改的时间过迟而影响仲裁程序正常进行的，可以拒绝其更改请求。	第十七条 变更仲裁请求或反请求 申请人可以申请对其仲裁请求进行**变更**，被申请人也可以申请对其反请求进行**变更**；但是仲裁庭认为其提出**变更**的时间过迟而影响仲裁程序正常进行的，可以拒 绝其**变更**请求。
第二章 仲裁程序		【新增】 **第十八条 追加当事人** (一)在仲裁程序中，一方当事人依据表面上约束被追加当事人的案涉仲裁协议可以向仲裁委员会申请追加当

[1] 章节顺序以新版仲裁规则为基准

章节[1]	旧版	新版
		事人。在仲裁庭组成后申请追加当事人的，如果仲裁庭认为确有必要，应在征求包括被追加当事人在内的各方当事人的意见后，由仲裁委员会作出决定。 仲裁委员会仲裁院收到追加当事人申请之日视为针对该被追加当事人的仲裁开始之日。 (二)追加当事人申请书应包含现有仲裁案件的案号，涉及被追加当事人在内的所有当事人的名称、住所及通讯方式，追加当事人所依据的仲裁协议、事实和理由，以及仲裁请求。 当事人在提交追加当事人申请书时，应附具其申请所依据的证据材料以及其他证明文件。 (三)任何一方当事人就追加当事人程序提出仲裁协议及/或仲裁案件管辖权异议的，仲裁委员会有权基于仲裁协议及相关证据作出是否具有管辖权的决定。 (四)追加当事人程序开始后，在仲裁庭组成之前，由仲裁委员会仲裁院就仲裁程序的进行作出决定；在仲裁庭组成之后，由仲裁庭就仲裁程序的进行作出决定。 (五)在仲裁庭组成之前追加当事人的，本规则有关当事人选定或委托仲裁委员会主任指定仲裁员的规定适用于被追加当事人。仲裁庭的组成应按照本规则第二十九条的规定进行。 在仲裁庭组成后决定追加当事人的，仲裁庭应就已经进行的包括仲裁庭组成在内的仲裁程序征求被追加当事人的意见。被追加当事人要求选定或委托仲裁委员会主任指定仲裁员的，双方当事人应重新选定或委托仲裁委员会主任指定仲裁员。仲裁庭的组成应按照本规则第二十九条的规定进行。 (六)本规则有关当事人提交答辩及反请求的规定适用于被追加当事人。被追加当事人提交答辩及反请求的期限自收到追加当事人仲裁通知后起算。 (七)案涉仲裁协议表面上不能约束被追加当事人或存在其他任何不宜追加当事人的情形的，仲裁委员会有权决定不予追加。
第二章 仲裁程序	第十七条 合并仲裁 (一)经一方当事人请求并经其他各方当事人同意，或仲裁委员会认为必要并经各方当事人同意，仲裁委员会可以决定将根据本规则进行的两个或两个以上的仲裁案件合并为一个仲裁案件，进行审理。 (二)根据上述第(一)款决定合并仲裁时，仲裁委员会应考虑相关仲裁案件之间的关联性，包括~~不同仲裁案件的请求是否依据同一仲裁协议提出，不同仲裁~~	第十九条 合并仲裁 (一)符合下列条件之一的，经一方当事人请求，仲裁委员会可以决定将根据本规则进行的两个或两个以上的仲裁案件合并为一个仲裁案件，进行审理。 **1.各案仲裁请求依据同一个仲裁协议提出；** **2.各案仲裁请求依据多份仲裁协议提出，该多份仲裁协议内容相同或相容，且各案当事人相同、各争议所涉及的法律关系性质相同；** **3.各案仲裁请求依据多份仲裁协议提出，该多份仲裁协议内容相同或相容，且涉及的多份合同为主从合同关系；**

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	~~案件的当事人是否相同，以及不~~同案件的仲裁员的选定或指定情况。 (三)除非各方当事人另有约定，合并的仲裁案件应合并于最先开始仲裁程序的仲裁案件。	**4.所有案件的当事人均同意合并仲裁。** (二)根据上述第(一)款决定合并仲裁时，仲裁委员会应**考虑各方当事人的意见及**相关仲裁案件之间的关联性**等因素**，包括不同案件的仲裁员的选定或指定情况。 (三)除非各方当事人另有约定，合并的仲裁案件应合并至最先开始仲裁程序的仲裁案件。 **(四)仲裁案件合并后，在仲裁庭组成之前，由仲裁委员会仲裁院就程序的进行作出决定；仲裁庭组成后，由仲裁庭就程序的进行作出决定。**
第二章 仲裁程序	第二十一条 保全及临时措施 (一)当事人依据中国法律规定申请保全的，仲裁委员会~~秘书局~~应当依法将当事人的保全申请转交当事人指明的有管辖权的法院。 (二)经一方当事人请求，仲裁庭依据所适用的法律可以决定采取其认为必要或适当的临时措施，并有权决定请求临时措施的一方提供适当的担保。~~仲裁庭采取临时措施的决定，可以程序令或中间裁决的方式作出。~~	第二十三条 保全及临时措施 (一)当事人依据中国法律申请保全的，仲裁委员会应当依法将当事人的保全申请转交当事人指明的有管辖权的法院。 **(二)根据所适用的法律或当事人的约定，当事人可以依据《中国国际经济贸易仲裁委员会紧急仲裁员程序》(本规则附件三)向仲裁委员会仲裁院申请紧急性临时救济。紧急仲裁员可以决定采取必要或适当的紧急性临时救济措施。紧急仲裁员的决定对双方当事人具有约束力。** (三)经一方当事人请求，仲裁庭依据所适用的法律或当事人的约定可以决定采取其认为必要或适当的临时措施，并有权决定由请求临时措施的一方当事人提供适当的担保。
第二章 仲裁程序	第三十一条 仲裁员的更换 (一)仲裁员在法律上或事实上不能履行其职责，或没有按照本规则的要求或在本规则规定的期限内履行应尽职责时，仲裁委员会主任有权决定将其更换；该仲裁员也可以主动申请不再担任仲裁员。 (二)是否更换仲裁员，由仲裁委员会主任作出终局决定并可以不说明理由。 (三)仲裁员因回避或更换不能履行职责时，应按照原选定或指定该仲裁员的方式和期限，选定或指定替代的仲裁员。当事人未~~按照原方式和期限~~选定替代仲裁员的，由仲裁委员会主任指定替代的仲裁员。 (四)重新选定或指定仲裁员后，由仲裁庭决定是否重新审理及重新审理的范围。	第三十三条 仲裁员的更换 (一)仲裁员在法律上或事实上不能履行职责，或没有按照本规则的要求或在本规则规定的期限内履行应尽职责时，仲裁委员会主任有权决定将其更换；该仲裁员也可以主动申请不再担任仲裁员。 (二)是否更换仲裁员，由仲裁委员会主任作出终局决定并可以不说明理由。 (三)在仲裁员因回避或更换不能履行职责时，应按照原选定或指定仲裁员的方式在**仲裁委员会仲裁院规定的期限内**选定或指定替代的仲裁员。当事人未选定**或指定**替代仲裁员的，由仲裁委员会主任指定替代的仲裁员。 (四)重新选定或指定仲裁员后，由仲裁庭决定是否重新审理及重新审理的范围。
第二章 仲裁程	第三十三条 审理方式 (一)除非当事人另有约定，仲裁庭可以	第三十五条 审理方式 (一)除非当事人另有约定，仲裁庭可以按照其认为适当

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序	按照其认为适当的方式审理案件。在任何情形下，仲裁庭均应公平和公正地行事，给予双方当事人陈述与辩论的合理机会。 (二)仲裁庭应开庭审理案件，但双方当事人约定并经仲裁庭同意或仲裁庭认为不必开庭审理并征得双方当事人同意的，可以只依据书面文件进行审理。 (三)除非当事人另有约定，仲裁庭可以根据案件的具体情况采用询问式或辩论式审理案件。 (四)仲裁庭可以在其认为适当的地点以其认为适当的方式进行合议。 (五)除非当事人另有约定，仲裁庭认为必要时可以发布程序令、发出问题单、制作审理范围书、举行庭前会议等。	的方式审理案件。在任何情形下，仲裁庭均应公平和公正地行事，给予双方当事人陈述与辩论的合理机会。 (二)仲裁庭应开庭审理案件，但双方当事人约定并经仲裁庭同意或仲裁庭认为不必开庭审理并征得双方当事人同意的，可以只依据书面文件进行审理。 (三)除非当事人另有约定，仲裁庭可以根据案件的具体情况采用询问式或辩论式**的庭审方式**审理案件。 (四)仲裁庭可以在其认为适当的地点以其认为适当的方式进行合议。 (五)除非当事人另有约定，仲裁庭认为必要时**可以就所审理的案件**发布程序令、发出问题单、制作审理范围书、举行庭前会议等。**经仲裁庭其他成员授权，首席仲裁员可以单独就仲裁案件的程序安排作出决定。**
第二章 仲裁程序	第三十八条 庭审笔录 (一)开庭审理时，仲裁庭可以制作庭审笔录及/或影音记录。仲裁庭认为必要时，可以制作庭审要点，并要求当事人及/或其代理人、证人及/或其他有关人员在庭审笔录或庭审要点上签字或盖章。 (二)庭审笔录、庭审要点和影音记录供仲裁庭查用。	第四十条 庭审笔录 (一)开庭审理时，仲裁庭可以制作庭审笔录及/或影音记录。仲裁庭认为必要时，可以制作庭审要点，并要求当事人及/或其代理人、证人及/或其他有关人员在庭审笔录或庭审要点上签字或盖章。 (二)庭审笔录、庭审要点和影音记录供仲裁庭查用。 **(三)应一方当事人申请，仲裁委员会仲裁院视案件具体情况可以决定聘请速录人员速录庭审笔录，当事人应当预交由此产生的费用。**
第四章 简易程序	第五十四条 简易程序的适用 (一)除非当事人另有约定，凡争议金额不超过人民币 200 万元，或争议金额超过人民币 200 万元，但经一方当事人书面申请并征得另一方当事人书面同意的，适用简易程序。 (二)没有争议金额或争议金额不明确的，由仲裁委员会根据案件的复杂程度、涉及利益的大小以及其他有关因素综合考虑决定是否适用简易程序。	第五十六条 简易程序的适用 (一)除非当事人另有约定，凡争议金额不超过人民币 **500 万元**，或争议金额超过人民币 **500 万元**但经一方当事人书面申请并征得另一方当事人书面同意的，**或双方当事人约定适用简易程序的，**适用简易程序。 (二)没有争议金额或争议金额不明确的，由仲裁委员会根据案件的复杂程度、涉及利益的大小以及其他有关因素综合考虑决定是否适用简易程序。
第四章 简易程序	第七十条 本规则其他条款的适用 本章未规定的事项，适用本规则其他各章的有关规定。	第七十二条 本规则其他条款的适用 本章未规定的事项，适用本规则其他各章的有关规定。**本规则第六章的规定除外。**
第六章 香港仲裁的特别规定		**【新增章节】第六章 香港仲裁的特别规定** 第七十三条 本章的适用 (一)仲裁委员会在香港特别行政区设立仲裁委员会香港仲裁中心。本章适用于仲裁委员会香港仲裁中心接受仲裁申请并管理的仲裁案件。

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		(二)当事人约定将争议提交仲裁委员会香港仲裁中心仲裁或约定将争议提交仲裁委员会在香港仲裁的,由仲裁委员会香港仲裁中心接受仲裁申请并管理案件。 第七十四条 仲裁地及程序适用法 除非当事人另有约定,仲裁委员会香港仲裁中心管理的案件的仲裁地为香港,仲裁程序适用法为香港仲裁法,仲裁裁决为香港裁决。 第七十五条 管辖权决定的作出 当事人对仲裁协议及/或仲裁案件管辖权的异议,应不晚于第一次实体答辩前提出。 仲裁庭有权对仲裁协议的存在、效力以及仲裁案件的管辖权作出决定。 第七十六条 仲裁员的选定或指定 仲裁委员会现行仲裁员名册在仲裁委员会香港仲裁中心管理的案件中推荐使用,当事人可以在仲裁委员会仲裁员名册外选定仲裁员。被选定的仲裁员应经仲裁委员会主任确认。 第七十七条 临时措施和紧急救济 (一)除非当事人另有约定,应一方当事人申请,仲裁庭有权决定采取适当的临时措施。 (二)在仲裁庭组成之前,当事人可以按照《中国国际经济贸易仲裁委员会紧急仲裁员程序》(本规则附件三)申请紧急性临时救济。 第七十八条 裁决书的印章 裁决书应加盖"中国国际经济贸易仲裁委员会香港仲裁中心"印章。 第七十九条 仲裁收费 依本章接受申请并管理的案件适用《中国国际经济贸易仲裁委员会仲裁费用表(三)》(本规则附件二)。 第八十条 本规则其他条款的适用 本章未规定的事项,适用本规则其他各章的有关规定,本规则第五章的规定除外。
第七章 附则	第七十二条 仲裁费用及实际费用 (一)仲裁委员会除按照其制定的仲裁费用表向当事人收取仲裁费外,可以向当事人收取其他额外的、合理的实际费用,包括仲裁员办理案件的特殊报酬、差旅	第八十二条 仲裁费用及实际费用 (一)仲裁委员会除按照制定的仲裁费用表向当事人收取仲裁费外,还可以向当事人收取其他额外的、合理的实际费用,包括仲裁员办理案件的特殊报酬、差旅费、食宿费、聘请速录员速录费,以及仲裁庭聘请专家、鉴

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	费、食宿费以及仲裁庭聘请专家、鉴定人和翻译等的费用。 (二)当事人未在仲裁委员会规定的期限内为其选定的~~需要开支~~差旅费、食宿费等实际费用的仲裁员预缴实际费用的，视为没有选定仲裁员。 (三)当事人约定在仲裁委员会或其分会/中心所在地之外开庭的，应预缴因此而发生的差旅费、食宿费等实际费用。当事人未在仲裁委员会规定的期限内预缴有关实际费用的，应在仲裁委员会或其分会/中心所在地开庭。 (四)当事人约定以两种或两种以上语言为仲裁语言的，或根据本规则第五十四条的规定适用简易程序的案件但当事人约定由三人仲裁庭审理的，仲裁委员会可以向当事人收取额外的、合理的费用。	定人和翻译等费用。仲裁员的特殊报酬由仲裁委员会仲裁院在征求相关仲裁员和当事人意见后，参照《中国国际经济贸易仲裁委员会仲裁费用表(三)》(本规则附件二)有关仲裁员报酬和费用标准确定。 (二)当事人未在仲裁委员会规定的期限内为其选定的仲裁员预缴特殊报酬、差旅费、食宿费等实际费用的，视为没有选定仲裁员。 (三)当事人约定在仲裁委员会或其分会/仲裁中心所在地之外开庭的，应预缴因此而发生的差旅费、食宿费等实际费用。当事人未在仲裁委员会规定的期限内预缴有关实际费用的，应在仲裁委员会或其分会/仲裁中心所在地开庭。 (四)当事人约定以两种或两种以上语言为仲裁语言的，或根据本规则第五十六条的规定适用简易程序的案件但当事人约定由三人仲裁庭审理的，仲裁委员会可以向当事人收取额外的、合理的费用。
附件	旧版无附件	**新增附件内容概要：** 1. 附件一《中国国际经济贸易仲裁委员会及其分会名录》：贸仲委及其分会/仲裁中心的名录。 2. 附件二 《中国国际经济贸易仲裁委员会仲裁费用表》：贸仲委香港仲裁中心管理仲裁案件时的收费标准，实行机构管理费和仲裁员报酬分开收取的方式。 3. 附件三《中国国际经济贸易仲裁委员会紧急仲裁员程序》：紧急仲裁员程序的具体规定。
		附件三：中国国际经济贸易仲裁委员会紧急仲裁员程序 第一条 紧急仲裁员程序的申请 (一)当事人需要紧急性临时救济的，可以依据所适用的法律或双方当事人的约定申请紧急仲裁员程序。 (二)申请紧急仲裁员程序的当事人(以下简称“申请人”)应在仲裁庭组成之前，向管理案件的仲裁委员会仲裁院或分会/仲裁中心仲裁院提交紧急仲裁员程序申请书。 (三)紧急仲裁员程序申请书应包括如下内容： 1. 所涉及的当事人名称及基本信息； 2. 引发申请的基础争议及申请紧急性临时救济的理由； 3. 申请的紧急性临时救济措施及有权获得紧急救济的理由； 4. 申请紧急性临时救济所需要的其他必要的信息；

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		5．对紧急仲裁员程序的适用法律和语言的意见。 申请人提交申请书时应附具申请所依据的证据材料以及其他证明文件，包括但不限于仲裁协议和引发基础争议的有关协议。 申请书以及证据材料等文件的份数应一式三份，多方当事人的案件应增加相应份数。 (四)申请人应预缴紧急仲裁员程序费用。 (五)当事人已就仲裁语言作出约定的，紧急仲裁员程序语言应为当事人约定的仲裁语言。当事人未作出约定的，由仲裁委员会仲裁院确定所适用的程序语言。 第二条　申请的受理及紧急仲裁员的指定 (一)根据申请人提交的申请书、仲裁协议及相关证据，仲裁委员会仲裁院经初步审查决定是否适用紧急仲裁员程序。如果决定适用紧急仲裁员程序，仲裁委员会仲裁院院长应在收到申请书及申请人预付的紧急仲裁员程序费用后 1 日内指定紧急仲裁员。 (二)在仲裁委员会仲裁院院长指定紧急仲裁员后，仲裁委员会仲裁院应立即将受理通知及申请人的申请材料一并移交给指定的紧急仲裁员及被申请采取紧急性临时救济措施的当事人，并同时将受理通知抄送给其他各方当事人及仲裁委员会主任。 第三条　紧急仲裁员的披露及回避 (一)紧急仲裁员不代表任何一方当事人，应独立于各方当事人，平等地对待各方当事人。 (二)紧急仲裁员应在接受指定的同时签署声明书，向仲裁委员会仲裁院披露可能引起对其公正性和独立性产生合理怀疑的任何事实或情况。在紧急仲裁员程序中出现其他应予披露情形的，紧急仲裁员应立即予以书面披露。 (三)紧急仲裁员的声明书及／或披露的信息由仲裁委员会仲裁院转交各方当事人。 (四)当事人收到紧急仲裁员的声明书及/或书面披露后，如果以紧急仲裁员披露的事实或情况为理由要求该仲裁员回避，则应于收到紧急仲裁员的书面披露后 2 日内书面提出。逾期没有申请回避的，不得以紧急仲裁员曾经披露的事项为由申请回避。在此之后得知要求回避事由的，可以在得知回避事由后 2 日内提出，但应不晚于仲裁庭组庭时。 (五)当事人对被指定的紧急仲裁员的公正性和独立性产生合理怀疑时，可以书面提出要求该紧急仲裁员回避的申请，但应说明提出回避申请所依据的具体事实和理由，并举证。 (六)紧急仲裁员是否回避，由仲裁委员会仲裁院

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		院长决定。如果决定紧急仲裁员予以回避，仲裁委员会仲裁院院长应在作出回避决定后 1 日内重新指定紧急仲裁员，并将决定抄送仲裁委员会主任。在就紧急仲裁员是否回避做出决定前，被请求回避的紧急仲裁员应继续履行职责。 披露和回避程序同样适用于重新指定的紧急仲裁员。 (七)除非当事人另有约定，紧急仲裁员不得接受选定或指定担任所涉案件仲裁庭的组成人员。 第四条 紧急仲裁员程序所在地 除非当事人另有约定，案件仲裁地即为紧急仲裁员程序所在地。确定案件仲裁地适用本仲裁规则第七条的规定。 第五条 紧急仲裁员程序 (一)紧急仲裁员应尽可能在接受指定后 2 日内，制定一份紧急仲裁员程序事项安排。紧急仲裁员应结合紧急救济的类型及紧迫性，采用其认为合理的方式进行有关程序，并确保给予有关当事人合理的陈述机会。 (二)紧急仲裁员可以要求申请紧急救济的当事人提供适当的担保作为实施救济的前提条件。 (三)紧急仲裁员的权力以及紧急仲裁员程序至仲裁庭组庭之日终止。 (四)紧急仲裁员程序不影响当事人依据所适用的法律向有管辖权的法院请求采取临时措施的权利。 第六条 紧急仲裁员的决定 (一)紧急仲裁员有权作出必要的紧急性临时救济的决定，并应尽合理努力确保做出的决定合法有效。 (二)紧急仲裁员决定应在紧急仲裁员接受指定后 15 日内作出。如果紧急仲裁员提出延长作出决定期限请求的，仲裁委员会仲裁院院长仅在其认为合理的情况下予以批准。 (三)紧急仲裁员的决定应写明采取紧急救济措施的理由，并由紧急仲裁员署名，加盖仲裁委员会仲裁院或分会/仲裁中心仲裁院印章。 (四)紧急仲裁员决定对双方当事人具有约束力。当事人可以依据执行地国家或地区有关法律规定向有管辖权的法院申请强制执行。如果当事人提出请求并说明理由，紧急仲裁员或组成后的仲裁庭有权修改、中止或终止紧急仲裁员的决定。 (五)如果紧急仲裁员认为存在不必采取紧急性临时救济措施或因各种原因无法采取紧急性临时救济措

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		施等情形，可以决定驳回申请人的申请并终止紧急仲裁员程序。 (六)紧急仲裁员的决定在下列情况下不再具有效力： 1．紧急仲裁员或仲裁庭终止紧急仲裁员决定的； 2．仲裁委员会仲裁院院长作出紧急仲裁员应予回避决定的； 3．仲裁庭作出最终裁决，除非仲裁庭认为紧急仲裁员的决定继续有效； 4．在作出裁决书之前申请人撤回全部仲裁请求的； 5、仲裁庭未能在紧急仲裁员决定作出后 90 日内组成的。该期限可以由当事人协议延长，仲裁委员会仲裁院也可以在其认为适当的情形下，延长该期限； 6、仲裁庭组成后，仲裁程序中止持续 60 日的。 第七条　紧急仲裁员程序费用承担 (一)申请人应预付紧急仲裁员程序费用人民币 30,000 元，该费用包括紧急仲裁员的报酬和仲裁委员会管理费。仲裁委员会仲裁院有权要求申请人预付其他额外的、合理的实际费用。 当事人向仲裁委员会香港仲裁中心申请紧急性临时救济的，按照《中国国际经济贸易仲裁委员会仲裁费用表(三)》(仲裁规则附件二)的规定预付紧急仲裁员程序费用。 (二)各方当事人应承担的紧急仲裁员程序费用的比例，由紧急仲裁员在决定中一并作出，但不影响仲裁庭应一方当事人的请求就此费用的分摊作出最终决定。 (三)如果紧急仲裁员程序在作出决定之前终止，仲裁委员会仲裁院有权决定向申请人退还的紧急仲裁员程序费用数额。 第八条 其他 仲裁委员会对本紧急仲裁员程序拥有解释权

JUN HE BULLETIN

JUNHE

January 27, 2015

Dispute Resolution

China International Economic and Trade Arbitration Commission Arbitration Rules, Effective as from 2015

On November 4, 2014, China Council for the Promotion of International Trade / China Chamber of International Commerce (hereinafter "**CIETAC**") revised and adopted the CIETAC Arbitration Rules (2015) ("***New CIETAC Rules***"), which will come into effect as of January 1, 2015.

I Main Contents of the New CIETAC Rules

In the *New CIETAC Rules*, 20 articles have been revised, among which, 10 are newly added. After revision, the *New CIETAC Rules* contain 7 chapters, 84 articles and 3 appendixes, namely: General Provisions, Arbitral Proceedings, Arbitral Awards, Summary Procedure, Special Provisions for Domestic Arbitration, Special Provisions for Hong Kong Arbitration, and Appendixes 1-3. Details are as follows:

1. Arbitration Court as the Functional Department for the Management of Case Procedure

To achieve the purpose of reform, CIETAC has adjusted the case administration and management department in the *New CIETAC Rules*, adding "*Arbitration Court*" under the CIETAC and the CIETAC sub-commissions, which will replace the Secretariat of CIETAC and that of the CIETAC sub-commission to perform the function of case management under the *New CIETAC Rules* .

2. One Single Arbitration for Disputes arising from Multiple Contracts

Article 14 of the New CIETAC Rules provides, the Claimant may initiate a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that the following preconditions are satisfied simultaneously: (a) such contracts consist of a principal contract and its ancillary contract(s), or such contracts involve the same parties as well as legal relationships of the same nature; (b) the disputes arise out of the same transaction or the same series of transactions; and (c) the

arbitration agreements in such contracts are identical or compatible.

As to disputes on rights and obligations under multiple contracts, this new provision helps to effectively solve disputes arising from multiple contracts with multi-parties, such as serial transactions, multi-party transaction and seriial transactions in one project, etc. And it also helps to save arbitration cost, facilitate the parties to participate in arbitration process, and effectively protect the legitimate rights of the parties. For instance, in an arbitration for dispute on loan mortgage contracts where the authors participated, the loan contract and mortgage contract are independent from each other. In order to enforce the claims on the collateral directly, the claimant attempted to bring two claims at the same ttime, namely claiming for payment, and if no payment could be made, enforcing claim on the collateral. However the old CIETAC rules did not expressly provide whether two contracts and two causes of arbitration could be consolidated or not. The author had to inquire about this issue with the arbitration commission for several times and has made much ado to persuade the arbitration commission to accept the case consolidating the contracts. Rights and obligations under a principle contract and its ancillary contract(s) are closely related, and therefore allowing parties to bring one arbitration under both principal contract and ancillary contract simultaneously will facilitate the future enforcement of the arbitration award and better protect the legitimate interests of the parties. However, this new provision is still unclear on whether the cases could be consolidate in the circumstance where the parties are different, while legal relationships are of the same nature, disputes arising from the same transaction or same series of transactions and the arbitration agreements are identical or compatible with each other.

3. Newly-Added Procedure - Joinder of Additional Parties

Article 18 of the *New CIETAC Rules* newly adds the procedure of Joinder of Additional Parties. Arbitration tribunal or Arbitration Court may join additional parties to arbitration upon receipt of a Request for Joinder from the parties, which proceeds as follows: (1) the arbitration agreement invoked in the arbitration prima facie binds the additional party; (2) a Request for Joinder shall be filed, with the relevant documentary and other evidence on which the request is based attached to the Request for Joinder; (3) the additional party added to arbitration is not a third party, but added as an additional claimant or respondent; (4) the additional party shall have the same rights as the original parties to nominate or entrust the Chairman of CIETAC to appoint arbitrator; (5) the additional party also has the same rights as the original parties to object to the arbitration agreement and/or jurisdiction over the arbitration; and (6) the conduct of the arbitral proceedings prior to and after the joinder proceedings commence shall be decided by the Arbitration Court or by the arbitral tribunal, unless otherwise provided in the Rules.

The Arbitration Laws has no provision on third

party procedures. Any interested third parties cannot be joined into arbitration proceedings. The newly added joinder of additional parties in *the New CIETAC Rules* is not addition of a third party, but it allows joinder of additional parties who are bound by the same arbitration agreement. This new procedure consolidates the actual CIETAC practice into rules, provides the certainty of arbitration procedure, and helps the arbitration tribunal to find out facts and to protect the legitimate interests of the parties.

4. Consolidation of Arbitrations

Article 19 of the *New CIETAC Rules* amends consolidation of arbitrations, which is, at the request of a party, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration. According to the old CIETAC rules, consolidation must be agreed by all the parties to the arbitrations. While the *New CIETAC Rules* amends this as, at the request of a party, CIETAC may decide whether to consolidate pending arbitrations or not.

This procedure applies to cases of the following four circumstances: (1) all of the claims in the arbitrations are made under the same arbitration agreement; (2) the claims in the arbitrations are made under multiple arbitration agreements that are identical or compatible and the arbitrations involve the same parties as well as legal relationships of the same nature; (3) the claims in the arbitrations are made under multiple arbitration agreements that are identical or compatible and the multiple contracts involved consist of a principle contract and its ancillary contract(s); or (4) all the parties to the arbitrations have agreed to consolidation.

CIETAC shall make decision taking into consideration of the opinions of all parties and other relevant factors. Unless otherwise agreed by all the parties, the arbitrations shall be consolidated into the arbitration that was first commenced.

One of the most important purposes for consolidation of arbitrations is to avoid repeated hearings of the same fact or same legal issue in different proceedings, which would increase cost in solving the dispute between the parties, and may also lead to arbitration awards contradictory to each other. However, on the other hand, it also need to consider whether consolidation without agreement from all the parties intervenes the party autonomy; furthermore, after consolidation of arbitrations, the arbitral tribunal might have to be reformed, therefore the proceeding might be delayed. All of these problems remain to be be solved and improved in the process of practice.

5. Increased the Dispute Amount in the Cases of Summary Procedure

Article 56 of the *New CIETAC Rules* provides that the Summary Procedure shall apply to any case where the amount in dispute does not exceed RMB 5 million unless otherwise agreed by the parties.

Where the parties desire a case with the amount in dispute not exceeding RMB 5 million to be heard by a three-member tribunal but not a single member tribunal, the parties may expressly write down their choice of a

three-member tribunal in the arbitration agreement. However, it is worth noticing that even if the parties select a three-member tribunal, in a case where the amount in dispute does not exceed RMB 5 million, Summary Procedure shall apply to the whole proceeding, except for the formation of tribunal.

The amendment to the amount in dispute in Summary Procedure cases is mainly because of the increase of the amount in dispute in CIETAC cases recently, and for the purpose to speed up the arbitration proceedings. In comparison, the Summary Procedure in Beijing Arbitration Commission applies to cases where the amount in dispute does not exceed RMB 1 million; the Summary Procedure in Shanghai International Economic and Trade Arbitration Commission applies to cases where the amount in dispute does not exceed RMB 1 million as well.

6. Emergency Relief

Article 23 of the *New CIETAC Rules* provides that in accordance with the applicable law or the agreement of the parties, a party may apply for emergency relief. The emergency arbitrator may decide to order or award necessary or appropriate emergency measures.

The party applying for the Emergency Arbitrator Procedures shall submit its Application prior to the formation of the arbitral tribunal. If the *Arbitration Court* preliminarily decides, after a preliminary review of the Application, to apply the Emergency Arbitrator Procedures, the President of the Arbitration Court shall appoint an emergency arbitrator. The power of the emergency arbitrator and the emergency arbitrator proceedings shall cease on the date of the formation of the arbitral tribunal. The emergency arbitrator may order the provision of appropriate security by the party seeking the emergency relief before rendering the decision of taking emergency measures; once the decision is rendered, a party may seek enforcement of the decision from a competent court.

As for the time limit in the Emergency Arbitrator Procedures, the President of the Arbitration Court shall appoint an emergency arbitrator within one (1) day from his/her receipt of both the Application and the advance payment of the costs for the Emergency Arbitrator Procedures; if no challenge of the emergency arbitrator is granted, the emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within two (2) days from his/her acceptance of the appointment, and the decision of the emergency arbitrator shall be made within fifteen (15) days from his/her acceptance of appointment.

As for the types of emergency measures, the *New CIETAC Rules* have no explicit provision on it. Generally speaking, the concept of emergency relief is similar with the preservation measures in civil procedures, including: evidence preservation, property preservation, and act preservation, etc. In practice, the Emergency Arbitrator may also decide the type of emergency measures to be rendered, and the scope of the emergency relief that the parties could claim might be extended based on

the above mentioned.

On another level, the emergency measures that the Emergency Arbitrator could take might go beyond the measures that the courts could take, which is a necessary supplement to the court emergency measures, benefits to instantly protect the parties' legitimate interests and to reduce losses. Besides, different from the notarization and legalization requested by civil procedure law, no overseas notarization and legalization are requested in the application of an emergency relief in CIETAC arbitration proceedings, which is therefore more convenient and timesaving compared with the practice of the courts.

7. Hong Kong Arbitration

In 2012, CIETAC set up a new arbitration center in Hong Kong, and relevant provisions regarding the Hong Kong arbitration are therefore added into the *New CIETAC Rules*.

In practice, it is quite common that the foreign entity is reluctant to submit arbitration in mainland China, while the Chinese entity fears to resort the dispute to an unknown arbitration institution abroad, and therefore it is quite hard for both parties to reach an agreement on the choice of foreign arbitration institution. CIETAC Hong Kong Arbitration Center is a good choice on balance, and the explicit stipulations on the relevant procedures of CIETAC Hong Kong Arbitration Center provide a good protection on this choice.

For the arbitration cases administered by the CIETAC Hong Kong Arbitration Center, the law applicable to the arbitral proceedings shall be the arbitration law of Hong Kong, and the arbitral award shall be deemed as Hong Kong award. The parties may nominate arbitrators outside the list of CIETAC's Panel of Arbitrators; as for the arbitration fees, it separates administrative fee and arbitrator's fees in accordance with international practice. As for emergency relief, the same arbitration rules apply in CIETAC Hong Kong arbitration.

8. Other New Procedures

(1) Newly added three means of document service. Where the parties decline to receive the document or it is difficult to serve the document to the parties, three means of document service could be used, namely: service by public notary, entrustment or retention.

(2) Newly increased the power of the presiding arbitrator. The *New CIETAC Rules* explicitly empower the presiding arbitrator to decide on the procedural arrangements for the arbitral proceedings at his/her own discretion upon authorization of other co-arbitrators.

(3) Newly added regulations regarding arbitrator's special remuneration. The arbitrator's special remuneration could be determined with reference to the standards of arbitrators' fees and expenses in CIETAC Hong Kong arbitration cases.

(4) Newly added regulations regarding stenographer. At the request of a party, the Arbitration Court may decide to engage a stenographer to make a stenographic record of oral hearing, the cost of which shall be advanced by the parties.

II Comments

1. *New CIETAC Rules* establish new procedural rules outside Arbitration Law

Considering the change of diversified modes in today's business transaction, in order to accelerate dispute resolution arising from multiple contracts with multi-parties in serial transaction, multi-party transaction and series transactions in one project, etc, the *New CIETAC Rules* add the new provisions for "Joinder of Additional Parties" and "Multiple Contracts in a Single Arbitration", and also amend the clause for "Consolidation of Arbitrations". These new changes have significant meanings in accelerating the efficient proceedings and saving arbitration cost for the parties, and also demonstrate the coordination and synchronous development of CIETAC with other international arbitration institutions at the international level.

2. Implementation of the New Rules

As to the newly added rules for emergency arbitrator and emergency relief, it in fact empowers CIETAC to take preservation measures. However there are no similar rules or regulations in the Arbitration Law. Although the arbitral tribunal, in the old CIETAC rules, could also take interim measures according to the applicable law, due to the fact that no such regulations exist in the applicable Chinese laws, there is hardly any such applications for the interim measures in practice. After the enforcement of the *New CIETAC Rules*, if the parties apply to enforce the decision on emergency relief, how would the court deal with the application?

Besides, according to the *New CIETAC Rules*, the emergency arbitrator or Arbitration Court may decide to take emergency measures upon receipt of parties' application in accordance with the applicable law or the agreement of the parties. How specifically should the parties agree on this? If the parties agree to apply the *New CIETAC Rules*, does it mean a party could apply for the emergency relief directly, or are the parties required to make additional specific agreement on the emergency measures?

All of the above-mentioned need to be further resolved and improved in practice.

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Appendix: Comparison of the *New CIETAC Rules* and the Old Rules

Chapters	Old Rules	New Rules
Chapter I General Provisions	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	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 Arbitration Court 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 Arbitration Court 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, including but not limited to service by public notary, entrustment or retention. 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 Arbitration Court.

Chapters	Old Rules	New Rules
	arbitration correspondence, notices or written materials sent by the Secretariat of CIETAC.	
Chapter II Arbitral Proceedings		[Newly Added] Article 14 Multiple Contracts The Claimant may initiate a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that: (a) such contracts consist of a principal contract and its ancillary contract(s), or such contracts involve the same parties as well as legal relationships of the same nature; (b) the disputes arise out of the same transaction or the same series of transactions; and (c) the arbitration agreements in such contracts are identical or compatible.
Chapter II Arbitral 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 Amendment to 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 refuse any such amendment if it considers that the amendment is too late and may delay the arbitral proceedings.
Chapter II Arbitral Proceedings		[Newly Added] Article 18 Joinder of Additional Parties 1. During the arbitral proceedings, a party wishing to join an additional party to the arbitration may file the Request for Joinder with CIETAC, based on the arbitration agreement invoked in the arbitration that prima facie binds the additional party. Where the Request for Joinder is filed after the formation of the arbitral tribunal, a decision shall be made by CIETAC after the arbitral tribunal hears from all parties including the additional party if the arbitral tribunal considers the joinder necessary. The date on which the Arbitration Court receives the Request for Joinder shall be deemed to be the date of the commencement of arbitration against the additional party. 2. The Request for Joinder shall contain the case number of the existing arbitration; the name, address and other means of communication of each of the parties, including the additional party; the arbitration agreement invoked to join the additional party as well as the facts and grounds the request relies upon; and the claim. The relevant documentary and other evidence on which the

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		request is based shall be attached to the Request for Joinder. 3. Where any party objects to the arbitration agreement and/or jurisdiction over the arbitration with respect to the joinder proceedings, CIETAC has the power to decide on its jurisdiction based on the arbitration agreement and relevant evidence. 4. After the joinder proceedings commence, the conduct of the arbitral proceedings shall be decided by the Arbitration Court if the arbitral tribunal is not formed, or shall be decided by the arbitral tribunal if it has been formed. 5. Where the joinder takes place prior to the formation of the arbitral tribunal, the relevant provisions on party's nominating or entrusting of the Chairman of CIETAC to appoint arbitrator under these Rules shall apply to the additional party. The arbitral tribunal shall be formed in accordance with Article 29 of these Rules. Where the joinder takes place after the formation of the arbitral tribunal, the arbitral tribunal shall hear from the additional party on the past arbitral proceedings including the formation of the arbitral tribunal. If the additional party requests to nominate or entrust the Chairman of CIETAC to appoint an arbitrator, both parties shall nominate or entrust the Chairman of CIETAC to appoint arbitrators again. The arbitral tribunal shall be formed in accordance with Article 29 of these Rules. 6. The relevant provisions on the submission of the Statement of Defense and Counterclaim under these Rules shall apply to the additional party. The time period for the additional party to submit its Statement of Defense and Counterclaim shall start counting from the date of its receipt of the Notice of Joinder. 7. CIETAC shall have the power to decide not to join an additional party where the additional party is prima facie not bound by the arbitration agreement invoked in the arbitration, or where any other circumstance exists that makes the joinder inappropriate.
Chapter II Arbitral 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.	Article 19 Consolidation of Arbitrations 1. At the request of a party, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration if: (a) all of the claims in the arbitrations are made under the same arbitration agreement; (b) the claims in the arbitrations are made under multiple

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	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.	arbitration agreements that are identical or compatible and the arbitrations involve the same parties as well as legal relationships of the same nature; (c) the claims in the arbitrations are made under multiple arbitration agreements that are identical or compatible and the multiple contracts involved consist of a principle contract and its ancillary contract(s); or (d) all the parties to the arbitrations have agreed to consolidation. 2. In deciding whether to consolidate the arbitrations in accordance with the preceding Paragraph 1, CIETAC shall take into account the opinions of all parties and other relevant factors such as the correlation between the arbitrations concerned, including the nomination and appointment of arbitrators in the separate arbitrations. 3. Unless otherwise agreed by all the parties, the arbitrations shall be consolidated into the arbitration that was first commenced. 4. After the consolidation of arbitrations, the conduct of the arbitral proceedings shall be decided by the Arbitration Court if the arbitral tribunal is not formed, or shall be decided by the arbitral tribunal if it has been formed.
Chapter II Arbitral Proceedings	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.	Article 23 Conservatory and Interim Measures 1. Where a party applies for conservatory measures pursuant to the laws of the People's Republic of China, CIETAC shall forward the party's application to the competent court designated by that party in accordance with the law. 2. In accordance with the applicable law or the agreement of the parties, a party may apply to the Arbitration Court for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures (Appendix III). The emergency arbitrator may decide to order or award necessary or appropriate emergency measures. The decision of the emergency arbitrator shall be binding upon both parties. 3. At the request of a party, the arbitral tribunal may decide to order or award any interim measure it deems necessary or proper in accordance with the applicable law or the agreement of the parties and may require the requesting party to provide appropriate security in connection with the measure.
Chapter II Arbitral Proceedings	Article 31 Replacement of Arbitrator 1. In the event that an arbitrator is prevented de jure or de facto from fulfilling his/her	Article 33 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

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	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.	or within the time period specified in these Rules, the Chairman of CIETAC shall have the power 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 challenge or replacement, a substitute arbitrator shall be nominated or appointed within the time period specified by the Arbitration Court according to the same procedure that applied to the nomination or appointment of the arbitrator being challenged or replaced. If a party fails to nominate or appoint 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.
Chapter II Arbitral Proceedings	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	Article 35 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 both parties to present their case. 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

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	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.	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. With the authorization of the other members of the arbitral tribunal, the presiding arbitrator may decide on the procedural arrangements for the arbitral proceedings at his/her own discretion.
Chapter II Arbitral Proceedings	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 40 Record of Oral Hearing 1. The arbitral tribunal may arrange for a written 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 written record or the minutes. 2. The written record, the minutes and the audio-visual record of an oral hearing shall be available for use and reference by the arbitral tribunal. 3. At the request of a party, the Arbitration Court may, having regard to the specific circumstances of the arbitration, decide to engage a stenographer to make a stenographic record of an oral hearing, the cost of which shall be advanced by the parties.
Chapter II Arbitral Proceedings	Article 54 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	Article 56 Application 1. The Summary Procedure shall apply to any case where the amount in dispute does not exceed RMB 5,000,000 unless otherwise agreed by the parties; or where the amount in dispute exceeds RMB 5,000,000, yet one party applies for arbitration under the Summary Procedure and the other party agrees in writing; or where both parties have agreed to apply the Summary Procedure.

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	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 arbitral 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 its 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 49 of these Rules.	2. Where there is no monetary claim or the amount in dispute is not clear, CIETAC shall determine whether or not to apply the Summary Procedure after full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.
Chapter VI Special Provisions for Hong Kong Arbitration		[Newly Added] Article 73 Application 1. CIETAC has established the CIETAC Hong Kong Arbitration Center in the Hong Kong Special Administrative Region. The provisions of this Chapter shall apply to arbitration cases accepted and administered by the CIETAC Hong Kong Arbitration Center. 2. Where the parties have agreed to submit their disputes to the CIETAC Hong Kong Arbitration Center for arbitration or to CIETAC for arbitration in Hong Kong, the CIETAC Hong Kong Arbitration Center shall accept the arbitration application and administer the case. Article 74 Place of Arbitration and Law Applicable to the Arbitral Proceedings Unless otherwise agreed by the parties, for an arbitration administered by the CIETAC Hong Kong Arbitration Center, the place of arbitration shall be Hong Kong, the law applicable to the arbitral proceedings shall be the arbitration law of Hong Kong, and the arbitral award shall be a Hong Kong award. Article 75 Decision on Jurisdiction Any objection to an arbitration agreement and/or the jurisdiction over an arbitration case shall be raised in writing no later than the submission of the first substantive defense. The arbitral tribunal shall have the power to determine the existence and validity of the arbitration agreement and its jurisdiction over the arbitration case. Article 76 Nomination or Appointment of Arbitrator The CIETAC Panel of Arbitrators in effect shall be recommended in arbitration cases administered by the CIETAC Hong Kong Arbitration Center. The parties may nominate arbitrators from outside the CIETAC's Panel of Arbitrators. An arbitrator so nominated shall be subject to the

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		confirmation of the Chairman of CIETAC. Article 77 Interim Measures and Emergency Relief 1. Unless otherwise agreed by the parties, the arbitral tribunal has the power to order appropriate interim measures at the request of a party. 2. Where the arbitral tribunal has not yet been formed, a party may apply for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures (Appendix III). Article 78 Seal on Award The seal of the CIETAC Hong Kong Arbitration Center shall be affixed to the arbitral award. Article 79 Arbitration Fees The CIETAC Arbitration Fee Schedule III (Appendix II) shall apply to the arbitration cases accepted and administered in accordance with this Chapter. Article 80 Context Reference The relevant provisions in the other Chapters of these Rules, with the exception of Chapter V, shall apply to matters not covered in this Chapter.
Chapter VII Supplementary Provisions	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	Article 82 Arbitration Fees and Costs 1. Apart from the arbitration fees charged in accordance with its Arbitration Fee Schedule, CIETAC may charge the parties for any other additional and reasonable actual costs, including but not limited to arbitrators' special remuneration, their travel and accommodation expenses incurred in dealing with the case, engagement fees of stenographers, as well as the costs and expenses of experts, appraisers or interpreters appointed by the arbitral tribunal. The Arbitration Court shall, after hearing from the arbitrator and the party concerned, determine the arbitrator's special remuneration with reference to the standards of arbitrators' fees and expenses set forth in the CIETAC Arbitration Fee Schedule III (Appendix II). 2. Where a party has nominated an arbitrator but fails to advance a deposit for such actual costs as the special remuneration, travel and accommodation expenses of the nominated arbitrator 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/arbitration center, they shall advance a

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	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.	deposit 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/arbitration center. 4. Where the parties have agreed to use two or more than two languages as the languages of arbitration, or where the parties have agreed on a three-arbitrator tribunal in a case where the Summary Procedure shall apply in accordance with Article 56 of these Rules, CIETAC may charge the parties for any additional and reasonable costs.
Appendix	N/A	Newly Added Appendixes: Appendix I: Directory of China International Economic and Trade Arbitration Commission and its Sub-commissions/Arbitration Centers; Appendix II: China International Economic and Trade Arbitration Commission Arbitration Fee Schedule: CIETAC Hong Kong Arbitration Center separate administration fee and arbitrator's fee; Appendix III: China International Economic and Trade Arbitration Commission Emergency Arbitrator Procedures
		Appendix III: China International Economic and Trade Arbitration Commission Emergency Arbitrator Procedures Article 1 Application for the Emergency Arbitrator Procedures 1. A party requiring emergency relief may apply for the Emergency Arbitrator Procedures based upon the applicable law or the agreement of the parties. 2. The party applying for the Emergency Arbitrator Procedures (the "Applicant") shall submit its Application for the Emergency Arbitrator Procedures to the Arbitration Court or the arbitration court of the relevant sub-commission/arbitration center of CIETAC administering the case prior to the formation of the arbitral tribunal. 3. The Application for the Emergency Arbitrator Procedures shall include the following information:

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		(a) the names and other basic information of the parties involved in the Application; (b) a description of the underlying dispute giving rise to the Application and the reasons why emergency relief is required; (c) a statement of the emergency measures sought and the reasons why the applicant is entitled to such emergency relief; (d) other necessary information required to apply for the emergency relief; and (e) comments on the applicable law and the language of the Emergency Arbitrator Procedures. When submitting its Application, the Applicant shall attach the relevant documentary and other evidence on which the Application is based, including but not limited to the arbitration agreement and any other agreements giving rise to the underlying dispute. The Application, evidence and other documents shall be submitted in triplicate. Where there are multiple parties, additional copies shall be provided accordingly. 4. The Applicant shall advance the costs for the Emergency Arbitrator Procedures. 5. Where the parties have agreed on the language of arbitration, such language shall be the language of the Emergency Arbitrator Procedures. In the absence of such agreement, the language of the Procedures shall be determined by the Arbitration Court. Article 2 Acceptance of Application and Appointment of the Emergency Arbitrator 1. After a preliminary review on the basis of the Application, the arbitration agreement and relevant evidence submitted by the Applicant, the Arbitration Court shall decide whether the Emergency Arbitrator Procedures shall apply. If the Arbitration Court decides to apply the Emergency Arbitrator Procedures, the President of the Arbitration Court shall appoint an emergency arbitrator within one (1) day from his/her receipt of both the Application and the advance payment of the costs for the Emergency Arbitrator Procedures. 2. Once the emergency arbitrator has been appointed by the President of the Arbitration Court, the Arbitration Court shall promptly transmit the Notice of Acceptance and the Applicant’s application file to the appointed emergency

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		arbitrator and the party against whom the emergency measures are sought, meanwhile copying the Notice of Acceptance to each of the other parties to the arbitration and the Chairman of CIETAC. Article 3 Disclosure and Challenge of the Emergency Arbitrator 1. An emergency arbitrator shall not represent either party, and shall be and remain independent of the parties and treat them equally. 2. Upon acceptance of the appointment, an emergency arbitrator shall sign a Declaration and disclose to the Arbitration Court any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence. If circumstances that need to be disclosed arise during the Emergency Arbitrator Procedures, the emergency arbitrator shall promptly disclose such circumstances in writing. 3. The Declaration and/or the disclosure of the emergency arbitrator shall be communicated to the parties by the Arbitration Court. 4. Upon receipt of the Declaration and/or the written disclosure of an emergency arbitrator, a party wishing to challenge the arbitrator on the grounds of the facts or circumstances disclosed by the emergency arbitrator shall forward the challenge in writing within two (2) 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 emergency arbitrator on the basis of the matters disclosed by the emergency arbitrator. 5. A party which has justifiable doubts as to the impartiality or independence of the appointed emergency arbitrator may challenge that emergency arbitrator in writing and shall state the facts and reasons on which the challenge is based with supporting evidence. 6. A party may challenge an emergency arbitrator in writing within two (2) days from the date of its receipt of the Notice of Acceptance. Where a party becomes aware of a reason for a challenge after such receipt, the party may challenge the emergency arbitrator in writing within two (2) days after such reason has become known, but no later than the formation of

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		the arbitral tribunal. 7. The President of the Arbitration Court shall make a final decision on the challenge of the emergency arbitrator. If the challenge is accepted, the President of the Arbitration Court shall reappoint an emergency arbitrator within one (1) day from the date of the decision confirming the challenge, and copy the decision to the Chairman of CIETAC. The emergency arbitrator who has been challenged shall continue to perform his/her functions until a final decision on the challenge has been made. The disclosure and challenge proceedings shall apply equally to the reappointed emergency arbitrator. 8. Unless otherwise agreed by the parties, the emergency arbitrator shall not accept nomination or appointment to act as a member of the arbitral tribunal in any arbitration relating to the underlying dispute. Article 4 Place of the Emergency Arbitrator Proceedings Unless otherwise agreed by the parties, the place of the emergency arbitrator proceedings shall be the place of arbitration, which is determined in accordance with Article 7 of the Arbitration Rules. Article 5 The Emergency Arbitrator Proceedings 1. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within a time as short as possible, best within two (2) days from his/her acceptance of the appointment. The emergency arbitrator shall conduct the proceedings in the manner the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the emergency relief, and shall ensure that each party has a reasonable opportunity to present its case. 2. The emergency arbitrator may order the provision of appropriate security by the party seeking the emergency relief as the precondition of taking emergency measures. 3. The power of the emergency arbitrator and the emergency arbitrator proceedings shall cease on the date of the formation of the arbitral tribunal. 4. The emergency arbitrator proceedings shall not affect the right of the parties to seek interim measures from a competent court pursuant to the applicable law.

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		Article 6 Decision of the Emergency Arbitrator 1. The emergency arbitrator has the power to make a decision to order or award necessary emergency relief, and shall make every reasonable effort to ensure that the decision is valid. 2. The decision of the emergency arbitrator shall be made within fifteen (15) days from the date of that arbitrator's acceptance of the appointment. The President of the Arbitration Court may extend the time period upon there quest of the emergency arbitrator only if the President of the Arbitration Court considers it reasonable. 3. The decision of the emergency arbitrator shall state the reasons for taking the emergency measures, be signed by the emergency arbitrator and stamped with the seal of the Arbitration Court or the arbitration court of its relevant sub-commission/arbitration center. 4. The decision of the emergency arbitrator shall be binding upon both parties. A party may seek enforcement of the decision from a competent court pursuant to the relevant law provisions of the enforcing state or region. Upon a reasoned request of a party, the emergency arbitrator or the arbitral tribunal to be formed may modify, suspend or terminate the decision. 5. The emergency arbitrator may decide to dismiss the application of the Applicant and terminate the emergency arbitrator proceedings, if that arbitrator considers that circumstances exist where emergency measures are unnecessary or unable to be taken for various reasons. 6. The decision of the emergency arbitrator shall cease to be binding: (a) if the emergency arbitrator or the arbitral tribunal terminates the decision of the emergency arbitrator; (b) if the President of the Arbitration Court decides to accept a challenge against the emergency arbitrator; (c) upon the rendering of a final award by the arbitral tribunal, unless the arbitral tribunal decides that the decision of the emergency arbitrator shall continue to be effective; (d) upon the Applicant's withdrawal of all claims before the rendering of a final award; (e) if the arbitral tribunal is not formed within ninety (90) days from the date of the decision of the emergency arbitrator. This

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		period of time may be extended by agreement of the parties or by the Arbitration Court under circumstances it considers appropriate; or (f) if the arbitration proceedings have been suspended for sixty (60) consecutive days after the formation of the arbitral tribunal. Article 7 Costs of the Emergency Arbitrator Proceedings 1. The Applicant shall advance an amount of RMB 30,000as the costs of the emergency arbitrator proceedings, consisting of the remuneration of the emergency arbitrator and the administrative fee of CIETAC. The Arbitration Court may require the Applicant to advance any other additional and reasonable actual costs. A party applying to the CIETAC Hong Kong Arbitration Center for emergency relief shall advance the costs of the emergency arbitrator proceedings in accordance with the CIETAC Arbitration Fee Schedule III (Appendix II). 2. The emergency arbitrator shall determine in its decision in what proportion the costs of the emergency arbitrator proceedings shall be borne by the parties, subject to the power of the arbitral tribunal to finally determine the allocation of such costs at the request of a party. 3. The Arbitration Court may fix the amount of the costs of the emergency arbitrator proceedings refundable to the Applicant if such proceedings terminate before the emergency arbitrator has made a decision. Article 8 Miscellaneous These rules for the Emergency Arbitrator Procedures shall be interpreted by CIETAC.