

2015 Procedures - Administration under UNCITRAL Rules

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The HKIAC Procedures for the Administration of International Arbitration are designed for use by parties who seek the benefits of an administered arbitration while maintaining the flexibility afforded by the 1976 or 2010 version of the UNCITRAL Arbitration Rules (with or without paragraph 4 of Article 1 as introduced in 2013).

The 2015 Procedures supersede HKIAC's previous procedures for the administration of arbitration under the UNCITRAL Rules, including the [Procedures for the Administration of International Arbitration \(effective 31 March 2005\)](#).

The 2015 Procedures may be adopted for any investor-State arbitration administered by HKIAC under the UNCITRAL Rules pursuant to a treaty providing for the protection of investments or investors.

The 2015 HKIAC Procedures for the Administration of International Arbitration are set out in full below:

View in PDF format:

[English](#) | [简体中文版](#)

[Introduction](#)

[Model Arbitration Clauses](#)

Table of Contents

I. INTRODUCTORY RULES

[Article 1 - Scope of Application](#)

[Article 2 - Arbitration Rules](#)

[Article 3 - Appointing Authority](#)

[Article 4 – Administrator](#)

[Article 5 – Interpretation of the Procedures](#)

[Article 6 – Notice of Arbitration](#)

[Article 7 – Response to the Notice of Arbitration](#)

[Article 8 - Communications](#)

II. COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 9 – The List-Procedure

Article 10– Challenge of Arbitrators

III. ARBITRAL PROCEEDINGS

Article 11 – HKIAC’s Prima Facie Power to Proceed

Article 12 – Place of Hearing

Article 13 – HKIAC’s Assistance on Procedural Matters

IV. COSTS AND AWARDS

Article 14 – Fees of Arbitrators

Article 15 – HKIAC’s Administrative Fees

Article 16 – Deposits of Costs

Article 17 – Release of Award(s)

Article 18 – Registration of Award(s)

V. OTHER PROVISIONS

Article 19 – Exclusion of Liability

Introduction

These Procedures have been adopted by the Council of the Hong Kong International Arbitration Centre (“HKIAC”) for use by parties who seek the benefits of an administered arbitration while maintaining the flexibility afforded by the 1976 or 2010 version of the UNCITRAL Arbitration Rules (with or without paragraph 4 of Article 1 as introduced in 2013) (the “UNCITRAL Rules”). These Procedures supersede HKIAC’s previous procedures for the administration of arbitration under the UNCITRAL Rules, including the Procedures for the Administration of International Arbitration (effective 31 March 2005).

These Procedures may be adopted in an arbitration agreement entered into at any time before or after a dispute has arisen, which provides that any dispute between the parties shall be referred to arbitration administered by HKIAC under the UNCITRAL Rules, or words to similar effect.

Nothing in these Procedures shall prevent the parties to a dispute under the UNCITRAL Rules from naming HKIAC as the appointing authority, or from requesting certain administrative services from HKIAC without subjecting the arbitration to the provisions contained in these Procedures.

Neither the designation of HKIAC as the appointing authority under the UNCITRAL Rules nor a request by the parties or the arbitral tribunal for specific and discrete administrative assistance from HKIAC shall be construed as a designation of HKIAC as administrator of the arbitration as described in these Procedures. Unless otherwise

stated, a request for administration by HKIAC of an arbitration under the UNCITRAL Rules will be construed as a designation of HKIAC as the appointing authority and administrator pursuant to these Procedures.

These Procedures may be adopted for any investor-State arbitration administered by HKIAC under the UNCITRAL Rules pursuant to a treaty providing for the protection of investments or investors.

Model Arbitration Clauses

1. The following model clause may be adopted by the parties to a contract who wish to have any future disputes referred to arbitration under the UNCITRAL Rules with HKIAC as the administrator of the arbitration in accordance with these Procedures:

“Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules.

** The law of this arbitration clause shall be ... (Hong Kong law).*

The place of the arbitration shall be ... (Hong Kong).

*** The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language).”*

Notes:

** Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identities of the parties to the arbitration clause. It does not replace the law governing the substantive contract.*

*** Optional*

2. Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration administered by the Hong Kong International Arbitration Centre under the UNCITRAL Rules, may agree to do so in the following terms:

“We, the undersigned, agree to refer to arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules currently in force, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules, any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

** The law of this arbitration agreement shall be ... (**Hong Kong law**).*

*The place of the arbitration shall be ... (**Hong Kong**).*

*** The number of arbitrators shall be ... (**one or three**). The arbitration proceedings shall be conducted in ... (**insert language**).*

Signed: _____ (Claimant(s))

Signed: _____ (Respondent(s))

Date: _____"

Notes:

** Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration agreement potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration agreement and identities of the parties to the arbitration agreement. It does not replace the law governing the substantive contract.*

*** Optional*

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