

CIETAC International Investment Arbitration Rules - China International Economic and Trade Arbitration Commission

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China International Economic and Trade Arbitration Commission International
Investment Arbitration Rules(For Trial Implementation)

**Adopted by the China Council for the Promotion of International Trade
(China Chamber of International Commerce) on 12 September 2017.**

In force as from 1 October 2017

Chapter I General Provisions

Article 1 Purpose

For fair and efficient resolution of international investment disputes, and equal protection of the legitimate rights and interests of the parties, the China International Economic and Trade Arbitration Commission (“CIETAC”) hereby adopts these International Investment Arbitration Rules (“CIETAC International Investment Arbitration Rules”, or “these Rules”).

Article 2 Scope and Basis of Jurisdiction

Based on the arbitration agreement between the parties, CIETAC accepts cases involving international investment disputes arising out of contracts, treaties, laws and regulations, or other instruments between an investor and a State, an intergovernmental organization, any other organ, agency or entity authorized by the government or any other organ, agency or entity of which the conducts are attributable to a State (hereinafter as “Government”, collectively).

An agreement referring an international investment dispute to arbitration may be stipulated in a contract, a treaty, a statute of law or regulation, or other instruments. An arbitration agreement is deemed to have been reached if one party manifests its intention to refer the dispute to CIETAC or to settle the dispute by arbitration in accordance with the CIETAC International Investment Arbitration Rules through a contract, a treaty, a statute of law or regulation, or other instruments, and the other party manifests its consent, either by commencing an arbitration or by other means.

Article 3 Scope of Application

1. Where the parties have agreed to refer an international investment dispute to arbitration in accordance with the CIETAC International Investment Arbitration Rules, the parties shall be deemed to have agreed to refer such dispute to CIETAC for arbitration.

2. Where the parties have agreed to refer an international investment dispute to CIETAC for arbitration, the parties shall be deemed to have agreed to refer such dispute to arbitration in accordance with the CIETAC International Investment Arbitration Rules.
3. Where the parties agree to refer an international investment dispute to CIETAC for arbitration in accordance with the CIETAC International Investment Arbitration Rules but have agreed on a modification of these Rules or have agreed on the application of other arbitration rules, the parties' agreement shall prevail unless such agreement is inoperable or in conflict with a mandatory provision of the law applicable to the arbitral proceedings. Where the parties have agreed on the application of other arbitration rules, CIETAC shall perform the relevant administrative duties.
4. Where the parties agree to refer an international investment dispute to CIETAC for arbitration in accordance with the CIETAC International Investment Arbitration Rules, the parties shall be deemed to have waived any of their rights of immunity from the jurisdiction of the arbitration.
5. The CIETAC International Investment Arbitration Rules apply without prejudice to any mandatory provision of the applicable law.

Article 4 Structure and Duties

1. The Chairman of CIETAC shall perform the functions and duties vested in him/her by these Rules while a Vice Chairman may perform the Chairman's functions and duties with the Chairman's authorization.
2. The President of the Arbitration Court of CIETAC shall perform functions and duties in accordance with these Rules.
3. CIETAC has set up its Investment Dispute Settlement Center ("IDSC") in Beijing which accepts arbitration applications and administers arbitration cases. The CIETAC Hong Kong Arbitration Center, established by CIETAC in the Hong Kong Special Administrative Region, accepts arbitration applications and administers arbitration cases as authorized by CIETAC.
4. Where the parties agree to refer an international investment dispute to CIETAC for arbitration, the IDSC shall accept the arbitration application and administer the case. Where the parties agree to designate Hong Kong as the place of arbitration, or to refer an international investment dispute to the CIETAC Hong Kong Arbitration Center, the CIETAC Hong Kong Arbitration Center shall accept the arbitration application and administer the case. Where the agreement is ambiguous, the IDSC shall accept the arbitration application and administer the case. In the event of dispute, the decision shall be made by CIETAC.

Article 5 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, electronic mail or by any other means that provides a record of the delivery.

2. The arbitration documents referred to in the preceding Paragraph 1 shall be sent to the address provided by the party itself or 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 shall be deemed to have been properly served if delivered to the addressee or sent to the addressee's place of business, place of registration, domicile, habitual residence or mailing address, or where, after reasonable inquiries by the other party, none of the aforementioned addresses can be found, the arbitration correspondence is sent to the addressee's last known place of business, place of registration, domicile, habitual residence or mailing address by registered or express mail, or by any other means that can provide a record of the delivery, including but not limited to service by public notary, entrustment or retention.

4. Any arbitration correspondence shall be deemed to have been served on the date it is sent or delivered if it is sent or delivered pursuant to the preceding Paragraphs 1 to 3. Any arbitration correspondence, except the Request for Arbitration, served by electronic means shall be deemed to have been received on the day it is sent. A Request for Arbitration served by electronic means shall be deemed to have been received on the day it reaches the addressee's electronic address.

5. The periods of time specified in these Rules shall begin to run from the date following the day when a document, notice or written material is received or should have been received by a party. When calculating the period of time under these Rules, official holidays or non-business days during the running of the period of time shall be included. If the last day of such period of time is an official holiday or non-business day at the place of receipt, the period is extended until the first business day which follows.

6. Unless otherwise specified in these Rules, all documents and materials relating to the arbitration submitted by a party shall be forwarded to the arbitral tribunal and the other party or parties, and shall, at the same time, be submitted to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. The tribunal can rule on issues including the means of exchange and service of arbitration documents.

Article 6 Good Faith

Arbitration participants shall proceed with the arbitration in good faith.

Article 7 Waiver of Right to Object

A party shall be deemed to have waived its right to object where it knows or should have known that any provision of, or requirement under, these Rules or the arbitration agreement has not been complied with and yet participates in or proceeds with the

arbitral proceedings without promptly and explicitly submitting its objection in writing to such non-compliance.

Chapter II Commencement of Arbitration

Article 8 Request for Arbitration

1. A party applying for arbitration under these Rules (the “Claimant”) shall submit a Request for Arbitration to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. The Request for Arbitration shall include:

(a) a written demand that the dispute be referred to arbitration;

(b) the names, nationalities and addresses including the postcodes, telephone numbers, fax numbers, electronic mail addresses, or any other electronic means of communication of the parties and their representative(s);

(c) a reference to the arbitration agreement that is invoked;

(d) a reference to the contract, treaty, statute or other instrument out of or in relation to which the dispute arises and the relevant provisions thereof;

(e) where applicable, a brief statement describing the relationship and the nature of such relationship between the party and any relevant State, intergovernmental organization or government, and the reason why the parties are bound by the arbitration agreement;

(f) a brief statement describing the nature of the dispute and the circumstances giving rise to such dispute, including the relief sought and where possible, an initial quantification of the claim amount;

(g) a statement regarding any prior agreement between the parties on matters such as the number of arbitrators, formation of the arbitral tribunal, the arbitral proceedings or any proposal by the Claimant on such matters;

(h) any nomination of arbitrator(s) made in accordance with these Rules or any proposal for nomination of arbitrator(s);

(i) any comment as to the applicable rules of law;

(j) any comment as to the language of the arbitration; and

(k) any other information the Claimant considers necessary.

2. The Request for Arbitration may also include the contents of the Statement of Claim referred to in Article 21 of these Rules.

3. The Claimant shall pay the registration fee in accordance with the CIETAC International Investment Arbitration Fees Schedule (“Fees Schedule”) (Appendix I).

4. The arbitral proceedings shall commence on the day on which the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case receives a Request for Arbitration. Where the Claimant has complied with all the formalities required for an arbitration application to be complete, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall issue a Notice of Arbitration to both parties.

Where the Request for Arbitration is incomplete or where the registration fee is not paid, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case may request the Claimant to complete them within an appropriate period of time. Where the Claimant complies with such request(s) within the specified time limit, the arbitration shall be deemed to have commenced on the date the Request for Arbitration was initially received by the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case under Paragraph 1 of this Article. Where the Claimant fails to comply with such request(s), the submission of the Request for Arbitration shall be deemed invalid and the arbitration shall be deemed not to have commenced under Paragraph 1 of this Article, without prejudice to the Claimant's right to submit another Request for Arbitration for the same claim at a later date.

5. The Claimant shall, at the same time as it submits the Request for Arbitration to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, send a copy of the Request for Arbitration to the Respondent, and shall notify the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case of the date and means of delivery, together with a proof of delivery.

6. The Request for Arbitration shall be submitted in the language of arbitration as agreed by the parties. If no agreement has been made between the parties regarding the language of the arbitration, the Request for Arbitration shall be in either Chinese or English.

7. Upon acceptance of a case, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall designate a case manager to assist with the procedural administration of the case.

Article 9 Response to the Request for Arbitration

1. Within thirty (30) days from the date of its receipt of the Request for Arbitration, the Respondent shall submit to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case a written Response to the Request for Arbitration, which shall include:

(a) the names, nationalities and addresses including the postcodes, telephone numbers, fax numbers, electronic mail addresses, or any other electronic means of communication of the parties and their representative(s);

(b) objection to jurisdiction (if any);

(c) admission or denial of all or part of the claims;

(d) where a counterclaim is made, a brief statement describing the nature of the counterclaim and the circumstances giving rise to such counterclaim, including the relief sought and where possible, an initial quantification of the claim amount;

(e) any comment in response to any statements contained in the Request for Arbitration pursuant to Paragraph 1 of Article 8, or any comment with respect to the matters covered in Article 8 of these Rules; and

(f) any nomination of arbitrator(s) made in accordance with these Rules or any proposal for nomination of arbitrator(s).

2. Where the Request for Arbitration contains a Statement of Claim as referred to in Article 21 of these Rules, the Response to the Request for Arbitration may also include the Statement of Defense referred to in Article 22 of these Rules.

3. When filing a counterclaim, the Respondent shall pay the registration fee in accordance with the Fees Schedule (Appendix I).

4. The Respondent shall, at the same time as it submits the Response to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, send a copy of the Response to the Claimant, and shall notify the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case of the date and means of delivery, together with a proof of delivery.

5. The Response to the Request for Arbitration shall be submitted in the language of arbitration as agreed by the parties. If no agreement has been made between the parties regarding the language of the arbitration, the Response to the Request for Arbitration shall be in either Chinese or English.

Chapter III Composition of the Arbitral Tribunal

Article 10 Number of Arbitrators

1. The parties may agree that the arbitral tribunal shall be composed of one, three or any other odd number of arbitrators.

2. Unless otherwise agreed by the parties, the arbitral tribunal shall be composed of three arbitrators.

Article 11 Nomination or Appointment of Arbitrator

1. CIETAC maintains a Panel of Arbitrators for International Investment Disputes. The parties shall nominate arbitrators from the Panel of Arbitrators for International Investment Disputes provided by CIETAC. The parties may agree to nominate arbitrators from outside the Panel of Arbitrators for International Investment Disputes, subject to the fulfillment of qualifications set forth in Paragraph 2 of Article 11 by the arbitrators so nominated and to the confirmation by the Chairman of CIETAC.

2. Arbitrators shall be persons of high moral character and of recognized competence in professional fields such as law and investment, and who are proficient in exercising independent judgment.
3. Unless otherwise agreed by the parties or by joint nomination by the parties, a sole arbitrator, a presiding arbitrator or the majority of arbitrators shall be of different nationality or nationalities than the parties.
4. When appointing arbitrators pursuant to these Rules, the Chairman of CIETAC shall take into consideration the law applicable to the dispute, the place of arbitration, the language of arbitration, the nationalities of the parties, the nationalities of arbitrators, and any other factor(s) the Chairman considers relevant.
5. The Chairman of CIETAC shall appoint the arbitrator(s) as soon as practicable.

Article 12 Three-Arbitrator Tribunal

1. Where the arbitral tribunal is composed of three arbitrators, within thirty (30) days from the date of the Respondent's receipt of the Request for Arbitration, the Claimant and the Respondent shall each nominate, or entrust the Chairman of CIETAC to appoint an arbitrator, failing which the arbitrator shall be appointed by the Chairman of CIETAC.
2. Within thirty (30) days from the date of the Respondent's receipt of the Request for Arbitration, the parties shall jointly nominate, or entrust the Chairman of CIETAC to appoint the third arbitrator, who shall act as the presiding arbitrator.
3. Where the parties fail to jointly nominate or entrust the Chairman of CIETAC to appoint the presiding arbitrator within the aforementioned time limit, the presiding arbitrator shall be appointed by the Chairman of CIETAC.
4. Unless otherwise agreed by the parties, the Chairman of CIETAC shall appoint the presiding arbitrator in accordance with the following procedure:
 - (a) the Chairman of CIETAC shall communicate to each of the parties an identical list containing at least five candidates;
 - (b) within thirty (30) days from the receipt of such list, each party may delete from the list the candidate(s) to whom it objects, rank the remaining candidates in its order of preference and return the list to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case;
 - (c) the Chairman of CIETAC shall appoint the presiding arbitrator from among the candidates on the returned lists in accordance with the order of preference indicated by the parties; and

(d) if for any reason the appointment of the presiding arbitrator cannot be made in accordance with the procedure set forth in the preceding sub-paragraphs (a) to (c), the Chairman of CIETAC may directly appoint a presiding arbitrator whom he/she deems suitable.

Article 13 Sole-Arbitrator Tribunal

1. Where the arbitral tribunal is composed of one arbitrator, within thirty (30) days from the date of the Respondent's receipt of the Request for Arbitration, the parties shall jointly nominate or jointly entrust the Chairman of CIETAC to appoint the sole arbitrator.
2. Where the parties fail to jointly nominate or entrust the Chairman of CIETAC to appoint the sole arbitrator within the aforementioned time limit, the sole arbitrator shall be appointed by the Chairman of CIETAC.
3. Unless otherwise agreed by the parties, the Chairman of CIETAC shall appoint the sole arbitrator in accordance with the procedure set forth in Paragraph 4 of Article 12.

Article 14 Tribunal of More than Three Arbitrators

1. Where the arbitral tribunal is composed of more than three arbitrators, unless otherwise agreed by the parties, for arbitrators other than the presiding arbitrator, the Claimant and the Respondent shall each nominate or entrust the Chairman of CIETAC to appoint the same number of arbitrators within thirty (30) days from the date of the Respondent's receipt of the Request for Arbitration. Where the parties fail to nominate or entrust the Chairman of CIETAC to appoint the arbitrators within the aforementioned time limit, such arbitrators shall be appointed by the Chairman of CIETAC.
2. The presiding arbitrator shall be nominated or appointed in accordance with Article 12.

Article 15 Multiple-Party Tribunal

1. Where there are two or more Claimants and/or Respondents in an arbitration case, the Claimant side and/or the Respondent side shall, upon their respective discussion, each jointly nominate or jointly entrust the Chairman of CIETAC to appoint the arbitrator(s).
2. The presiding arbitrator or the sole arbitrator shall be nominated or appointed in accordance with the procedures stipulated in Paragraphs 2, 3 and 4 of Article 12 and Article 13. When making such nomination pursuant to Paragraph 4 of Article 12, the Claimant side and/or the Respondent side, upon their respective discussion, shall each submit a list of their jointly agreed candidates.

3. Where the tribunal is composed of three or more arbitrators, if the Claimants and/or Respondents fail to jointly appoint or entrust the Chairman of CIETAC to appoint the arbitrator(s) within thirty (30) days from the date of the Respondent's receipt of the Request for Arbitration, the Chairman of CIETAC shall appoint all such arbitrators and designate one of them to act as the presiding arbitrators.

Article 16 Disclosure

1. An arbitrator nominated by the parties or appointed by the Chairman of CIETAC shall sign a Declaration and disclose any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence.

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

3. The Declaration and/or the written disclosure of the arbitrator shall be submitted to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, which shall also forward the Declaration and/or the written disclosure to the parties and other member(s) of the arbitral tribunal.

Article 17 Challenge to Arbitrator

1. Upon receipt of the Declaration and/or the written disclosure of an arbitrator, a party wishing to challenge the arbitrator on the grounds of the disclosed facts or circumstances shall forward the challenge in writing within thirty (30) days from the date of such receipt. If a party fails to file a challenge within the aforementioned time period, it may not subsequently challenge the arbitrator on the basis of the matters disclosed by the arbitrator.

2. A party having justifiable doubts as to the impartiality or independence of a nominated or appointed arbitrator may challenge that arbitrator in writing and shall state the facts and reasons on which the challenge is based with supporting evidence. A party may challenge an arbitrator it nominated only for facts or circumstances known after such nomination.

3. 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.

4. In circumstances other than those specified in the preceding Paragraph 3, the Chairman of CIETAC shall make a decision on the challenge, taking into account all relevant circumstances. Such decision is final. Unless otherwise agreed by the parties, the Chairman of CIETAC shall state the reasons for his/her decision.

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

Article 18 Replacement of Arbitrator

1. In the event that an arbitrator is prevented de jure or de facto from fulfilling his/her functions, or fails to fulfill his/her functions in accordance with the requirements of these Rules or within the time period specified in these Rules, the Chairman of CIETAC shall have the power to replace the arbitrator on his/her own initiative. Such arbitrator may also voluntarily withdraw from his/her office.
2. The Chairman of CIETAC shall make a decision on whether or not an arbitrator is to be replaced. Such decision is final. When deciding on whether to replace an arbitrator on his/her own initiative, the Chairman of CIETAC shall, prior to making such decision, consult the parties and the members of the arbitral tribunal including the arbitrator being considered for replacement. Where the arbitral tribunal has not yet been constituted, the Chairman of CIETAC shall consult any nominated or appointed arbitrator(s).
3. In the event that an arbitrator is unable to fulfill his/her duties due to challenge or replacement, a substitute arbitrator shall be nominated or appointed within the time period specified by the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case in accordance with the same procedure that applied to the nomination or appointment of the arbitrator challenged or replaced.
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 reheard.

Article 19 Continuation of Arbitration by Majority

After the conclusion of hearing is declared by the arbitral tribunal, if an arbitrator is unable to participate in the deliberations and/or to render the award owing to his/her demise or to his/her removal from CIETAC's Panel of Arbitrators for International Investment Disputes, or for any other reason, the other majority arbitrators may request the Chairman of CIETAC to replace that arbitrator in accordance with Article 18. Alternatively, after consultation with the parties and upon approval of the Chairman of CIETAC, the majority arbitrators may also continue the arbitral proceedings and make decisions, rulings, or render the award. The IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall notify the parties of the above circumstances.

Chapter IV Arbitral Proceedings

Article 20 Conduct of the Proceedings

1. The arbitral tribunal shall examine the case in any way it deems appropriate, unless otherwise agreed by the parties or otherwise provided by the applicable law. 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 have the power to determine the relevance, materiality and admissibility of all evidence.

3. 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.
4. The arbitral tribunal may hold deliberations at any place or in any manner that it considers appropriate.
5. In all matters not expressly provided for in these Rules, CIETAC, the arbitral tribunal and the parties shall act in accordance with the spirit of these Rules and shall make every reasonable effort to ensure the enforceability of the arbitral award.

Article 21 Statement of Claim

Unless the Claimant elects to treat the Request for Arbitration referred to in Article 8 as its Statement of Claim, the Claimant shall, within a period of time to be determined by the arbitral tribunal, submit to the arbitral tribunal its Statement of Claim, which shall include in full details:

- (a) the facts and grounds on which the claim is based;
- (b) any evidence supporting the claim; and
- (c) the relief requested and the amount claimed.

Article 22 Statement of Defense

1. Unless the Respondent elects to treat the Response to the Request for Arbitration referred to in Article 9 as a Statement of Defense, the Respondent shall, within a period of time to be determined by the arbitral tribunal, submit to the arbitral tribunal its Statement of Defense, which shall include in full details:

- (a) the facts and grounds on which the defense is based; and
- (b) any evidence supporting the defense.

2. The arbitral tribunal shall have the power to decide whether to accept a Statement of Defense submitted after the expiration of the above time period.

3. Failure by the Respondent to file a Statement of Defense shall not affect the conduct of the arbitral proceedings.

Article 23 Statement of Counterclaim

1. Where the Respondent wishes to submit a counterclaim, it shall, within a period of time to be determined by the arbitral tribunal, submit to the arbitral tribunal its Statement of Counterclaim, which shall include in full details:

- (a) the facts and grounds on which the counterclaim is based;
- (b) any evidence supporting the counterclaim; and
- (c) the relief requested and the amount counterclaimed.

2. The arbitral tribunal shall have the power to decide whether to accept a Statement of Counterclaim submitted after the expiration of the above time period.

Article 24 Amendment to Claim or Counterclaim

During the course of the arbitral proceedings, a party may apply to amend or supplement its claim or counterclaim. However, the arbitral tribunal may refuse any such amendment or supplement where:

- (a) the amendment or supplement is too late and may delay the arbitral proceedings or prejudice the other party or parties; or
- (b) other circumstances the arbitral tribunal considers inappropriate to allow such amendment or supplement.

Article 25 Jurisdiction

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including the existence or validity of the arbitration agreement, or the applicability of these Rules.

2 . Before constitution of the arbitral tribunal, if any objection by a party to the jurisdiction is raised, CIETAC may make a decision on the jurisdictional issues based on prima facie evidence. Where CIETAC decides that it has no jurisdiction, the arbitration shall be terminated. Where CIETAC decides that it has jurisdiction in whole or in part, the arbitration shall proceed; such decision shall be without prejudice to the power of the arbitral tribunal to rule on its own jurisdiction based on facts and/or evidence found during the course of the arbitral proceedings.

3 . Whether an arbitration clause is contained in a contract, treaty, statute, or other instrument, it shall be treated as an agreement independent and separate from all other clauses of the aforementioned instruments. The validity of an arbitration agreement shall not be affected by the arbitral tribunal's decision in relation to the aforementioned instruments containing the arbitration agreement.

4. Any objection to jurisdiction shall be raised in writing no later than the submission of Statement of Defense or the Reply to the Counterclaim. A party is not precluded from raising an objection to jurisdiction by the fact that it has nominated, or participated in the nomination of an arbitrator. During the course of the arbitral proceedings, any objection by a party that the arbitral tribunal has exceeded the scope of its jurisdiction shall be raised in writing within thirty (30) days after such facts became known or should have been known to that party. The arbitral tribunal may not accept an objection to jurisdiction raised by a party beyond the aforementioned time limit unless the arbitral tribunal considers the delay justified.

5. Any objection to the jurisdiction by a party shall be submitted to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, and served on the other party or parties and the arbitral tribunal; the party serving an objection to jurisdiction shall notify the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case of the date and means of delivery, together with a proof of delivery.

6. In circumstances other than those specified in Article 26, the arbitral tribunal may either make a separate decision on jurisdiction during the arbitral proceedings or include the decision in the arbitral award.

7. The aforementioned objections to and/or decisions on jurisdiction shall include objections to and/or decisions on a party's standing to participate in the arbitration.

Article 26 Early Dismissal of Claim or Counterclaim

1. A party may apply to the arbitral tribunal for the early dismissal of a claim or counterclaim in whole or in part on the basis that such a claim or a counterclaim is manifestly without legal merit, or is manifestly outside the jurisdiction of the arbitral tribunal.

2. An application for the early dismissal of a claim or counterclaim shall be in writing and shall state the facts and legal basis supporting the application.

3. The party shall apply for the early dismissal of a claim or counterclaim as early as possible. Unless otherwise designated by the arbitral tribunal, an application for early dismissal on the basis that a claim or counterclaim is manifestly without legal merit shall be raised no later than the submission of the Statement of Defense or the Reply to the Counterclaim.

4. The arbitral tribunal shall have the power to decide on whether to accept and consider an application for the early dismissal of a claim or counterclaim after consulting the parties.

5. The arbitral tribunal shall make a decision on the application for early dismissal and state the reasons for such decision within ninety (90) days from the date when such an application is filed. At the request of the arbitral tribunal, the President of the Arbitration Court of CIETAC may extend the aforementioned time limit where he/she considers such extension justified and necessary.

6. Where the application for the early dismissal of a claim or counterclaim is granted, in whole or in part, the arbitral tribunal shall terminate the trial of the respective claim(s) or counterclaim(s). Such decision shall not prevent the arbitral tribunal from continuing the proceedings of other claims or counterclaims, if any.

Article 27 Third Party Funding

1. In these Rules, a "third party funding" means the situation where a natural person or an entity, who is not a party to the dispute, provides funds to a party to the arbitration to cover all or part of that party's costs for the arbitral proceedings, through an agreement with the party accepting the funding.

2. As soon as the third party funding agreement is concluded, the party accepting the funding shall notify in writing, without delay, to the other party or parties, the arbitral tribunal, and the IDSC or the CIETAC Hong Kong Arbitration Center that administers the

case, of the existence and nature of the third party funding arrangement, and the name and address of the third party funder. The arbitral tribunal shall have the power to order the disclosure by the party accepting the funding of any relevant information of the third party funding arrangement.

3. When making a decision on the costs of arbitration and other fees, the arbitral tribunal may take into account the existence of any third party funding arrangement, and the fact whether the requirements set forth in the preceding Paragraph 2 are complied with by the party or parties accepting the funds.

Article 28 Place of Arbitration

1. Where the parties have agreed on the place of arbitration, the parties' agreement shall prevail.

2. Where the parties have not agreed on the place of arbitration, the place of arbitration shall be the domicile of the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. The arbitral tribunal may also determine the place of arbitration to be another location having regard to the circumstances of the case, provided that such place is within the territory of a Contracting State to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

3. The arbitral award shall be deemed as having been made at the place of arbitration.

Article 29 Language of Arbitration

1. Where the parties have agreed on the language of arbitration, their agreement shall prevail. In the absence of such agreement, the arbitral tribunal shall determine the language to be used in the arbitration having regard to the circumstances of the case.

2. The arbitral tribunal, or the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case may, if it considers necessary, require the parties to submit a corresponding translation of their documents and evidence in the language of arbitration or other appropriate language.

Article 30 Representation

1. A party may be represented by its authorized representative(s) in handling matters related to the arbitration. In such a case, a Power of Attorney shall be forwarded to the other party or parties, the arbitral tribunal and the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case by the party or its authorized representative(s).

2. After constitution of the arbitral tribunal, any change or addition to its representatives by a party shall be promptly communicated in writing to the other party or parties, the arbitral tribunal and the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case.

Article 31 Consolidation of Arbitrations

1. Where two or more disputes have been submitted separately to arbitration under these Rules involving common questions of law or fact, and such disputes arise out of the same events or circumstances, any party may submit a request to consolidate the arbitrations.
2. A party seeking consolidation of arbitrations shall submit in writing such request to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, the arbitral tribunal and all other parties, which shall specify:
 - (a) the names and addresses of all parties to the arbitrations; and
 - (b) the facts and grounds on which the consolidation request is based.
3. Where CIETAC considers the request for consolidation of arbitrations is justified, it shall, within thirty (30) days from the date of receipt of such request, constitute an arbitral tribunal pursuant to Chapter III of these Rules unless otherwise agreed by all parties to the arbitrations.
4. Where an arbitral tribunal constituted by virtue of this Article 31 is satisfied that two or more disputes submitted to arbitration involve common questions of law or fact arising out of the same events or circumstances, the arbitral tribunal may, in the interest of fair and efficient resolution of the disputes, and after consultation with the parties to the arbitrations, decide:
 - (a) to consolidate the arbitrations and to render the award on all or part of the claims; or
 - (b) to hear and render the award on one or more claims, but such award shall be made in the belief that it would facilitate the resolution of the other claim(s).
5. Where an arbitral tribunal constituted by virtue of this Article 31 has commenced to hear the consolidated arbitration, unless otherwise determined by such arbitral tribunal, the original arbitral tribunal of the cases before consolidation shall cease to have jurisdiction over the claim(s) which the arbitral tribunal constituted by virtue of Article 31 has assumed jurisdiction.
6. Upon application of a party, where an arbitral tribunal constituted by virtue of this Article 31 makes a decision under Paragraph 4 of this Article, the arbitral tribunal has the power to request that the proceedings of the original arbitral tribunal be stayed, unless the original arbitral tribunal has already suspended its proceedings.

Article 32 Hearing

1. Unless otherwise agreed by the parties or decided by the arbitral tribunal, the hearing shall be conducted in public. A party seeking to use classified or otherwise protected information in the hearing shall notify the arbitral tribunal in advance. The arbitral tribunal shall make appropriate arrangements accordingly to protect such information from being disclosed.
2. In the case of a non-public hearing, unless otherwise provided in these Rules or agreed by the parties, the parties and their representatives, the arbitrator(s), any witness(es), interpreter(s), expert(s) and appraiser(s) appointed by the arbitral tribunal, and other

relevant persons shall not disclose to any outsider any substantive or procedural matters relating to the case.

Article 33 Place of Oral Hearing

1. Unless otherwise agreed by the parties, the place of oral hearing shall be the domicile of the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. Upon approval of the President of the Arbitration Court of CIETAC, the oral hearing may be held at other location where the arbitral tribunal considers appropriate.

2. Where the parties agree to hold an oral hearing at a place other than the domicile of the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, the parties shall advance a deposit for actual costs, such as travel and accommodation expenses of the arbitral tribunal and any case manager and other costs incurred thereby. In the event that the parties fail to do so within the specified time period, the oral hearing shall be held at the domicile of the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case.

Article 34 Notice of Oral Hearing

1. Where a case is to be examined by way of an oral hearing, the arbitral tribunal shall, after consultation with the parties, notify the parties of the date and place of the first oral hearing at least thirty (30) days in advance of the oral hearing.

2. A party having justified reasons may request a postponement of the oral hearing. However, the party shall communicate such request in writing to the arbitral tribunal within five (5) days from the date of its receipt of the notice of the oral hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing.

Where a party has justified reasons for its failure to submit a request for postponement of the oral hearing in accordance with Paragraph 2 of Article 34, the arbitral tribunal shall decide whether or not to accept the request.

3. A notice of a subsequent oral hearing, and a notice of a postponed oral hearing, shall not be subject to the time periods specified in Paragraph 1 of Article 34.

Article 35 Default

1. Where the Claimant fails to appear at an oral hearing without showing sufficient cause, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the Claimant may be deemed to have withdrawn its Request for Arbitration. In such a case, if the Respondent has filed a counterclaim, the arbitral tribunal shall proceed with the hearing of the counterclaim and make an award.

2. Where the Respondent fails to appear at an oral hearing without showing sufficient cause, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration and make a default award.

In such a case, if the Respondent has filed a counterclaim, the Respondent may be deemed to have withdrawn its counterclaim, without prejudice to the hearing of claim of the Claimant and making an award.

3. Failure by a party to appear or to make submissions shall not, in itself, be treated as an admission of assertions made by the other party or parties.

Article 36 Record of Oral Hearing

Where an oral hearing is to be held, the arbitral tribunal shall arrange for a written and/or an audio-visual record to be made of the oral hearing. The arbitral tribunal may, if it considers 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.

Article 37 Investigation and Evidence Collection by the Arbitral Tribunal

1. The arbitral tribunal may undertake investigation and collect evidence as it considers necessary. The arbitral tribunal shall determine the scope or subject, time limit, procedure to be followed and other issues relating to the investigation and collection of evidence.

2. 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.

3. Evidence collected by the arbitral tribunal through its investigation shall be forwarded to the parties for their comments.

Article 38 Witness

1. The parties have the right to present any individual who has knowledge to the issues in dispute, or specific professional knowledge to testify as a witness or an expert witness. The party intending to present witnesses or expert witnesses shall, within the time period designated by the arbitral tribunal, submit a written statement which includes the identities of such witnesses and expert witnesses, and the subject matter of their testimonies and, as far as possible, their testimonies in written form, either as an affidavit or in any other form of recording.

2. The arbitral tribunal has the power to determine whether to accept the testimony by a witness or an expert witness, and the appropriate means to examine such testimony.

Article 39 Tribunal-Appointed Experts and Appraisers

1. The arbitral tribunal may consult experts or appoint appraisers for clarification on specific issues of the case.

2. The arbitral tribunal has the power to request the parties, and the parties are also obliged, to deliver or produce to the expert or appraiser any relevant materials, documents, property, or physical objects for examination, inspection or appraisal by the expert or appraiser.

3. Copies of the expert's report or the appraiser's report shall be forwarded to the parties for their comments. At the request of either party and with the approval of the arbitral tribunal, the expert or appraiser shall participate in an oral hearing and give explanations on the report when the arbitral tribunal considers it necessary.

Article 40 Interim Measures

1. In accordance with the applicable law or the agreement of the parties, a party may apply to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures (Appendix II). The emergency arbitrator may decide to order or award necessary or appropriate emergency interim measures.

2. At the request of a party, the arbitral tribunal may decide to order or award any interim measures it deems necessary or appropriate in accordance with the applicable law or the agreement of the parties. In doing so, the arbitral tribunal has the power to require the requesting party to provide appropriate security in connection with the measure.

3. Procedures mentioned in the preceding Paragraphs 1 and 2 of Article 40, are without prejudice to the parties' right to, based upon the applicable law, apply to any competent court to order interim measures.

Article 41 Suspension of the Arbitral Proceedings

1. Where the parties jointly or separately request a suspension of the arbitral proceedings, or under circumstances where such suspension is necessary, the arbitral proceedings may be suspended.

2. The arbitral proceedings shall resume as soon as the reason for the suspension disappears or the suspension period ends.

3. The arbitral tribunal shall decide whether to suspend or resume the arbitral proceedings. Where the arbitral tribunal has not yet been formed, the decision shall be made by the President of the Arbitration Court of CIETAC.

Article 42 Withdrawal and Dismissal

1. A party may withdraw its claim or counterclaim in its entirety. In the event that the Claimant withdraws its claim in its entirety, the arbitral tribunal may proceed with its examination of the counterclaim and render an arbitral award thereon. In the event that the Respondent withdraws its counterclaim in its entirety, the arbitral tribunal may proceed with the examination of the claim and render an arbitral award thereon.

2. A party may be deemed to have withdrawn its claim or counterclaim if the arbitral proceedings cannot proceed for reasons attributable to that party.
3. Notwithstanding a withdrawal of its claim or counterclaim by a party or by the fact deemed to be a withdrawal as referred to in Paragraph 2 of Article 42 or Article 35, the arbitral tribunal has the power to proceed with the examination of the claim and render an arbitral award thereon, if the hearing relating to that claim or counterclaim has been closed and the other party disagrees with the withdrawal of such case.
4. A case may be dismissed if the claim and counterclaim have been withdrawn in their entirety. Where a case is to be dismissed prior to the constitution of the arbitral tribunal, the President of the Arbitration Court of CIETAC shall make a decision on the dismissal. Where a case is to be dismissed after the constitution of the arbitral tribunal, the arbitral tribunal shall make the decision.

Article 43 Combination of Conciliation with Arbitration

1. Where both parties wish to conciliate, or where one party wishes to conciliate and the other party's consent has been obtained by the arbitral tribunal, the arbitral tribunal may conciliate the dispute during the arbitral proceedings.
2. With the consent of both parties, the arbitral tribunal may conciliate the case in a manner that it considers appropriate. The conciliation proceedings shall be kept confidential.
3. During the process of conciliation, the arbitral tribunal shall terminate the conciliation proceedings if either party so requests or if the arbitral tribunal considers that further conciliation efforts will be futile.
4. The parties shall sign a settlement agreement where they have reached a settlement through conciliation by the arbitral tribunal or by themselves.
5. Where the parties have reached a settlement agreement through conciliation by the arbitral tribunal or by themselves, they may withdraw their claim or counterclaim, or request the arbitral tribunal to render an arbitral award in accordance with the terms of the settlement agreement.
6. Unless otherwise agreed by the parties, where conciliation is not successful, the arbitral tribunal shall resume the arbitral proceedings and render an arbitral award. Where both parties jointly request for replacement of an arbitrator, a substitute arbitrator shall be nominated or appointed according to the same procedure applicable to the nomination or appointment of the arbitrator being replaced. The resulting additional costs shall be borne by the parties.
7. Where the parties wish to conciliate their dispute but do not wish to have conciliation conducted by the arbitral tribunal, CIETAC may, with the consents of both parties, assist the parties to conciliate the dispute in a manner and procedure it considers appropriate.

8. Where conciliation is not successful, neither party may invoke any opinion, view or statement, and any proposal or proposition expressing acceptance or opposition by either party or by the arbitral tribunal in the process of conciliation as grounds for any claim, defense or counterclaim in the subsequent arbitral proceedings, judicial proceedings, or any other proceedings.

Article 44 Third Party Written Submission

1. In arbitration cases raised on the basis of an investment treaty, a Contracting Party to the investment treaty other than the disputing parties (“Non-disputing Contracting Party”), may make written submissions to the arbitral tribunal on questions of interpretation of the investment treaty relevant to the dispute, by written notice to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, and the parties to the arbitration. The arbitral tribunal may also, after considering the views of the parties and having regard to the circumstances of the case, invite written submissions from a Non-disputing Contracting Party on questions of interpretation of the investment treaty relevant to the dispute.

2. By written notice to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, and the parties to the arbitration, a person or entity who is neither a party to the arbitration nor a Non-disputing Contracting Party to the investment treaty (“Non-disputing Party”), may make written submissions on matters within the scope of the dispute. The arbitral tribunal may also, after considering the views of the parties and having regard to the circumstances of the case, invite written submissions from a Non-disputing Contracting Party or a Non-disputing Party on matters within the scope of the dispute.

3. The written submissions by a Non-disputing Party shall specify its members and legal status (e.g. company, trade association, or other non-governmental organization), its general objectives, the nature of its activities, and any parent organization (including any organization that directly or indirectly controls the Non-disputing Party). The written submissions shall also disclose whether the Non-disputing Party has any affiliation, direct or indirect, with any disputing party, and identify any government, organization or person that has provided financial assistance or any other assistance during the preparation of the written submissions.

4. In determining whether to accept the written submissions under Paragraph 2 of Article 44, the arbitral tribunal shall consider the views of the parties and the extent to which such submissions would assist the arbitral tribunal in the determination of a factual or legal issue related to the proceedings by bringing a perspective, expertise, knowledge or insight that is different from that of the parties; and whether such submissions address a matter within the scope of the dispute; and whether the Non-disputing Party has a sufficient interest in the arbitral proceedings and/or any other related proceedings; and whether allowing the written submissions by the Non-disputing Party would compromise the parties’ right to confidentiality or any other rights.

5. Any Non-disputing Contracting Party or Non-disputing Party that files any written submissions shall be deemed to have consented to the administration by CIETAC in accordance with these Rules.
6. The arbitral tribunal may determine the form and content of any written submissions under Paragraphs 1 and 2 of Article 44.
7. The parties shall have the right to respond to such written submissions.
8. Upon request of either party or where the arbitral tribunal considers it necessary, the arbitral tribunal may hold an oral hearing for submissions by a Non-disputing Contracting Party or Non-disputing Party on its written submissions.
9. Where necessary, the arbitral tribunal may decide whether further written submissions are required from the Non-disputing Contracting Party or Non-disputing Party. The arbitral tribunal shall fix the time limit for such written submissions and the scope of such written submissions.
10. Where truly necessary, to facilitate participation of a Non-disputing Contracting Party or Non-disputing Party in the arbitration, the arbitral tribunal may decide to provide the Non-disputing Contracting Party or Non-disputing Party with documents relating to the arbitral proceedings.
11. The arbitral tribunal shall ensure that the written submissions of any Non-disputing Contracting Party or Non-disputing Party do not disrupt the conduct of the arbitral proceedings and shall ensure that the parties are not subjected to any unreasonable additional burdens or unfair prejudice.
12. The arbitral tribunal may refer to or rely on written submissions by a Non-disputing Contracting Party or Non-disputing Party in issuing orders, decisions or awards.

Chapter V Award

Article 45 Time Limit for the Final Award

1. The arbitral tribunal shall have the power to, as promptly as possible after consultation with the parties, and upon being satisfied that the parties have no further submissions to make or material evidence to produce with respect to the matters to be decided in the award, declare the proceedings closed. The arbitral tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. Where truly necessary, the arbitral tribunal may, before a final award is made, re-open the arbitral proceedings. Such decision by the arbitral tribunal to re-open the arbitral proceedings shall be communicated to the parties and to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case.

2. The arbitral tribunal shall render an arbitral award within six (6) months from the date on which the proceedings are declared closed.
3. Upon request of the arbitral tribunal, the President of the Arbitration Court of CIETAC may extend the aforementioned time limit if he/she considers it truly necessary and that the reasons for the extension is truly justified.
4. Any suspension period shall be excluded when calculating the time period of making an award.

Article 46 Applicable Law

1. The arbitral tribunal shall apply the law or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties or such designation is in conflict with a mandatory provision of the law, the arbitral tribunal shall apply the law or rules of law it considers appropriate, including the domestic laws of any relevant State, any applicable rules of international law and trade custom.
2. Unless otherwise expressly authorized by the parties, the arbitral tribunal shall not decide the dispute *ex aequo et bono* or as *amiable compositeur*.

Article 47 Making of Award

1. The award shall be made in writing and shall state the date on which and the place at which the award is made. Unless otherwise agreed by the parties, the award shall state the reasons upon which it is based. The seal of CIETAC shall be affixed to the award. Where the case is administered by the CIETAC Hong Kong Arbitration Center, the award shall bear the seal of CIETAC Hong Kong Arbitration Center.
2. Where the arbitral tribunal is composed of more than one arbitrator, the award shall be rendered according to the unanimous or majority opinion of the arbitrators. Where the arbitral tribunal cannot reach a majority opinion, the award shall be rendered in accordance with the presiding arbitrator's opinion. The written opinions of any dissenting arbitrator shall be kept with the file and may be appended to the award. Such written opinion shall not form a part of the award.
3. Unless the arbitral award is made in accordance with the opinion of the presiding arbitrator or the sole arbitrator and signed by the same, the award shall be signed by a majority of the arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the award.
4. The award is final and binding upon all parties. No party may bring a lawsuit before a court or make a request to any other organization for revision of the award.

Article 48 Partial Award

1. Where the arbitral tribunal considers it necessary, or where a party so requests and the

arbitral tribunal agrees, the arbitral tribunal may first render a partial award on part of the claim before rendering the final award. A partial award is final and binding upon all parties.

2. All parties shall perform the partial award. Failure of any party to perform a partial award shall neither affect the arbitral proceedings nor prevent the arbitral tribunal from making the final award.

Article 49 Scrutiny of Draft Award

The arbitral tribunal shall submit its draft award to CIETAC for scrutiny before signing the award. CIETAC may bring to the attention of the arbitral tribunal issues addressed in the award on the condition that the arbitral tribunal's independence in rendering the award is not affected.

Article 50 Correction and Interpretation of Award

1. The arbitral tribunal may, on its own initiative, make corrections in writing of any clerical, typographical or calculation errors, or any errors of a similar nature contained in the award within a reasonable period of time after the award is made.

2. Within thirty (30) days from its receipt of the arbitral award, any party may request the arbitral tribunal in writing for a correction of any clerical, typographical or calculation errors, or any errors of a similar nature contained in the award. If such an error does exist in the award, the arbitral tribunal shall make the correction in writing within thirty (30) days from the date of its receipt of the written request for the correction.

3. Within thirty (30) days from its receipt of the arbitral award, any party may request the arbitral tribunal in writing for an interpretation of the award after notifying the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case and other parties. If the arbitral tribunal considers that the request has justifiable reasons, it shall make an interpretation in writing within forty-five (45) days from the date of its receipt of the request.

4. The above written correction and interpretation shall form a part of the arbitral award and shall be subject to the relevant provisions of Article 47 of these Rules.

Article 51 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 period of time after the award is made.

2. Either party may, within thirty (30) days from its receipt of the arbitral award, request the arbitral tribunal in writing for an additional award on any claim or counterclaim which was advanced in the arbitral proceedings but was omitted from the award. If such an omission does exist, the arbitral tribunal shall make an additional award within forty-five (45) days from the date 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 of Article 47 of these Rules.

Article 52 Costs of Arbitration

1. Under these Rules, costs of arbitration include:

- (a) the arbitral tribunal's fees and expenses;
- (b) the emergency arbitrator's fees and expenses;
- (c) the costs of any expert appointed by the arbitral tribunal and of any other assistance reasonably required by the arbitral tribunal; and
- (d) Registration Fee, Administrative Fee and other expenses.

The parties shall make the payment of costs of arbitration in accordance with the Fees Schedule (Appendix I) in force at the time of the commencement of the arbitration and according to these Rules.

2. Given the circumstances of the case, CIETAC may fix the amount of advance payment of the costs of arbitration. Unless otherwise decided by CIETAC, the Claimant(s) and the Respondent(s) shall each pay 50% of the advance payment of the costs of arbitration according to these Rules.

3. CIETAC may at any time during the arbitral proceedings direct the parties to make further advance payment of the costs of arbitration.

4. The parties are jointly and severally liable for the payment of the costs of arbitration. In case any one party fails to pay its share of the advance payment of the costs of arbitration, the other party or parties may voluntarily pay the entirety of the advance payment.

5. Where a party fails to make the advance payment of the costs of arbitration either in whole or in part:

- (a) the arbitral tribunal may suspend its work and the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case also has the power to suspend their administration of the arbitration, in whole or in part; and
- (b) the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case has the power, after consultation with the arbitral tribunal, to set a new time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party's rights of initiating another proceeding.

6. All advance payment of the costs of arbitration shall be made to and held by the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. Any interest that may accrue on such advance payment shall be retained by CIETAC.

Article 53 Assumption of Costs

1. Unless otherwise agreed by the parties, the arbitral tribunal shall specify in the award the total amount of the costs of arbitration and determine in the award the percentage of the costs of arbitration each party assumes.

2. In the event that the costs of arbitration determined by the arbitral tribunal are less than the advance payment made, the arbitral tribunal shall refund the parties in such proportions as the parties agreed, or without such an agreement, in the same proportion as the advance payment was made.

3. The arbitral tribunal has the power to decide in the arbitral award, taking into account the circumstances of the case, that the losing party shall compensate the winning party for the expenses reasonably incurred by it in pursuing the case. In deciding whether or not the winning party's expenses incurred are reasonable, the arbitral tribunal shall take into consideration various factors such as the outcome and complexity of the case, the workload of the winning party and/or its representative(s), the amount in dispute, etc.

Chapter VI Supplementary Provisions

Article 54 Exclusion of Liability

1. None of CIETAC, the Chairman of CIETAC, the President of the Arbitration Court of CIETAC, other members or employees of CIETAC, the IDSC and its officers or employees, the CIETAC Hong Kong Arbitration Center and its officers or employees, or the arbitral tribunal, the Emergency Arbitrator(s), any expert appointed by the arbitral tribunal, or the case manager shall be liable for any act, being an action or omission, in connection with any arbitration administered in accordance with these Rules, unless otherwise provided in the law applicable to the arbitration.

2. The parties shall not require any of the persons referred to in Paragraph 1 of Article 54 to act as a witness in any legal proceedings in connection with any arbitration administered by CIETAC in accordance with these Rules.

Article 55 Publication

1. Unless otherwise agreed by the parties, where the parties agree to arbitration in accordance with these Rules, the parties shall be deemed to have agreed that CIETAC may publish information on the arbitral proceedings conducted under these Rules.

2. Information that may be published pursuant to Paragraph 1 of Article 55 includes:

- (a) Request for Arbitration;
- (b) Response to the Request for Arbitration;
- (c) Statement of Claim;
- (d) Statement of Counterclaim;
- (e) Statement of Defense;
- (f) written statements by the parties;
- (g) written submissions by the Non-disputing Contracting Party or the Non-disputing Party;
- (h) minutes of hearing, if any; and
- (i) the orders, decisions, awards of the arbitral tribunal.

3. The provisions of Article 55 shall not be interpreted as requiring the parties to disclose any confidential information and any other protected information.

Article 56 Interpretation

1. The headings of the Articles in these Rules are not to be used to interpret the contents of the provisions contained therein.

2. The Appendixes of these Rules shall be deemed as a part of the CIETAC International Investment Arbitration Rules.

3. These Rules shall be interpreted by CIETAC.

4. CIETAC may publish guidelines on the CIETAC International Investment Arbitration Rules.

Article 57 Official Texts of these Rules

The Chinese, English and other language versions of the CIETAC International Investment Arbitration Rules published by CIETAC are all official texts of these Rules.

Article 58 Coming into Force

These Rules shall be effective as of 1 October 2017.

Appendix I CIETAC International Investment Arbitration Fees Schedule

I.Registration Fee

When submitting a Request for Arbitration to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, the Claimant shall pay a registration fee of RMB 25,000, which shall cover the expenses for examining the formality of Request for Arbitration, registering the arbitration case, handling case files and labor costs. The registration fee is not refundable.

II.Administrative Fee

1.Administrative Fee Table

Amount in Dispute (RMB)	Administrative Fee (RMB)
Up to 500,000	24,000
From 500,001 to 1,000,000	24,000 + 0.78% of the amount over 500,000
From 1,000,001 to 5,000,000	27,900 + 0.65% of the amount over 1,000,000
From 5,000,001 to 10,000,000	53,900 + 0.38% of the amount over 5,000,000
From 10,000,001 to 20,000,000	72,900 + 0.22% of the amount over 10,000,000
From 20,000,001 to 40,000,000	94,900 + 0.15% of the amount over 20,000,000
From 40,000,001 to 80,000,000	124,900 + 0.12% of the amount over 40,000,000
From 80,000,001 to 200,000,000	172,900 + 0.09% of the amount over 80,000,000
From 200,000,001 to 400,000,000	280,900 + 0.07% of the amount over 200,000,000
400,000,001 and over	420,900

2.The administrative fee includes the remuneration of the case manager designated by the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, and the costs for using hearing rooms of CIETAC.

3.Claim and counterclaim shall be aggregated for the determination of the amount in dispute. Where the amount in dispute cannot be ascertained, or where special circumstances exist, the amount of the administrative fee shall be determined by CIETAC taking into account the circumstances of the case.

4.Apart from charging the administrative fee according to this Table, CIETAC may also collect other additional and reasonable actual expenses pursuant to the relevant provisions of the CIETAC International Investment Arbitration Rules, including but not limited to translation fees, transcription fees, and the costs of using oral hearing rooms other than those of CIETAC offices.

5.Where the registration fee and the administrative fee are to be charged in a currency other than RMB, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall charge the amount of foreign currency equivalent to the corresponding amount in RMB as specified in this Table.

III.Arbitrator's Fees and Expenses

(a)Arbitrator's Fees and Expenses (Based on the Amount in Dispute)

1.Arbitrator's Fees Table

Amount in Dispute (RMB)	Arbitrator's Fees (RMB, per arbitrator)	
	Minimum	Maximum
Up to 500,000	15,000	60,000
From 500,001 to 1,000,000	15,000 + 2.30% of the amount over 500,000	60,000 + 8.50% of the amount over 500,000
From 1,000,001 to 5,000,000	26,500 + 0.80% of the amount over 1,000,000	102,500 + 4.3% of the amount over 1,000,000
From 5,000,001 to 10,000,000	58,500 + 0.60% of the amount over 5,000,000	274,500 + 2.30% of the amount over 5,000,000
From 10,000,001 to 20,000,000	88,500 + 0.35% of the amount over 10,000,000	389,500 + 1.00% of the amount over 10,000,000
From 20,000,001 to 40,000,000	123,500 + 0.20% of the amount over 20,000,000	489,500 + 0.65% of the amount over 20,000,000
From 40,000,001 to 80,000,000	163,500 + 0.07% of the amount over 40,000,000	619,500 + 0.35% of the amount over 40,000,000
From 80,000,001 to 200,000,000	191,500 + 0.05% of the amount over 80,000,000	759,500 + 0.25% of the amount over 80,000,000
From 200,000,001 to 400,000,000	251,500 + 0.03% of the amount over 200,000,000	1,059,500 + 0.15% of the amount over 200,000,000
From 400,000,001 to 600,000,000	311,500 + 0.02% of the amount over 400,000,000	1,359,500 + 0.12% of the amount over 400,000,000
From 600,000,001 to 750,000,000	351,500 + 0.01% of the amount over 600,000,000	1,599,500 + 0.10% of the amount over 600,000,000
From 750,000,001 to 1,000,000,000	366,500 + 0.008% of the amount over 750,000,000	1,749,500 + 0.06% of the amount over 750,000,000
From 1,000,000,001 to 1,500,000,000	386,500 + 0.007% of the amount over 1,000,000,000	1,899,500 + 0.05% of the amount over 1,000,000,000
From 1,500,000,001 to 2,000,000,000	416,500 + 0.006% of the amount over 1,500,000,000	2,149,500 + 0.04% of the amount over 1,500,000,000
2,000,000,001 and over	536,500	2,349,500 + 0.03% of the amount over 2,000,000,000; maximum 10,000,000

2. Unless otherwise stipulated in this Arbitrator's Fees Table, the arbitrator's fees shall be determined by CIETAC in accordance with this Table taking into account the circumstances of the case, and such fees shall be collected by the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. The arbitrator's expenses shall include all reasonable expenses actually incurred during the arbitrator's arbitration activities.

3. Where the parties so agree in writing or CIETAC so determines under exceptional circumstances, the arbitrator's fees may exceed the corresponding maximum amount listed in the Arbitrator's Fees Table.

4. The parties shall advance the payment of the arbitrator's fees and expenses determined by CIETAC to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case. Subject to the approval of the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, the parties may pay the arbitrator's fees and expenses in installments. The parties shall be jointly and severally liable for the payment of the arbitrator's fees and expenses.

5. Claim and counterclaim shall be aggregated for the determination of the amount in dispute. Where the amount in dispute is not ascertainable, or where special circumstances exist, the amount of the arbitrator's fees shall be determined by CIETAC taking into account the circumstances of the case.

(b) Arbitrator's Fees and Expenses (Based on an Hourly Rate)

1. Where the parties have agreed in writing that the arbitrator's fees and expenses are to be determined based on an hourly rate, their agreement shall prevail. The arbitrator is entitled to fees based on an hourly rate for all reasonable efforts devoted to the arbitration. The arbitrator's expenses shall include all reasonable expenses actually incurred during the arbitrator's arbitration activities.

2. Where a party applies for the Emergency Arbitrator Procedures in accordance with the laws of the place of arbitration, the emergency arbitrator's fees shall be based on an hourly rate.

3. The hourly rate for each co-arbitrator shall be the rate agreed upon by his / her nominator and the co-arbitrator. The hourly rate for a sole or presiding arbitrator shall be the rate agreed upon by that arbitrator and all parties. Where the hourly rate cannot be agreed upon, or the arbitrator is appointed by the Chairman of CIETAC, the hourly rate for the arbitrator shall be determined by CIETAC. The hourly rate for the emergency arbitrator shall be determined by CIETAC.

4. The hourly rate shall not exceed the maximum rate fixed by CIETAC as provided on the website of CIETAC and CIETAC Hong Kong Arbitration Center on the date of commencement of the arbitral proceedings. The arbitrator's fees may exceed the fixed maximum rate provided that the parties so agree in writing or CIETAC so determines under exceptional circumstances.

5. The parties shall advance payment of the arbitrator's fees and expenses to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case at the amount decided by CIETAC. The parties shall be jointly and severally liable for payment of the arbitrator's fees and expenses.

(c) Miscellaneous

1. In accordance with the decision of the arbitral tribunal, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall have a lien over the award rendered by the arbitral tribunal so as to secure the payment of the outstanding fees for the arbitrators and all the expenses due. After all such fees and expenses have been paid

in full jointly or by one of the parties, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall deliver such award to the parties according to the decision of the arbitral tribunal.

2. Where the arbitrator's fees and expenses are to be charged in a currency other than RMB, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall charge an amount of foreign currency equivalent to the corresponding amount in RMB as specified in this Fees Schedule.

Appendix II CIETAC Emergency Arbitrator Procedures for International Investment Arbitration

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 IDSC or the CIETAC Hong Kong Arbitration Center that administers the case prior to the formation of the arbitral tribunal.
3. The application for the Emergency Arbitrator Procedures (the "Application") shall include the following information:
 - (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.

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 either Chinese or English unless otherwise determined by the emergency arbitrator.

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 IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall decide whether the Emergency Arbitrator Procedures shall apply. If the Emergency Arbitrator Procedures are applicable, the President of the Arbitration Court of CIETAC shall appoint an emergency arbitrator within one (1) day from the 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 of CIETAC, the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case shall promptly transmit the Notice of Acceptance and the Applicant's Application file to the appointed emergency arbitrator and the party against whom the emergency interim 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, the emergency arbitrator shall sign a Declaration and disclose to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case, any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence. If circumstances requiring disclosure 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 IDSC or the CIETAC Hong Kong Arbitration Center that administers the case.
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 file the challenge in writing within two (2) days from the date of such receipt. If a party fails to file the 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 thereafter, 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 the arbitral tribunal.

7. The President of the Arbitration Court of CIETAC shall make a final decision on the challenge of the emergency arbitrator. If the challenge is accepted, the President of the Arbitration Court of CIETAC 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 Procedures

Unless otherwise agreed by the parties, the place of the Emergency Arbitrator Procedures shall be the place of arbitration.

Article 5 the Emergency Arbitrator Procedures

1. The emergency arbitrator shall establish a procedural timetable for the Emergency Arbitrator Procedures 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 a manner he/she deems 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 granting emergency measures.

3. The power of the emergency arbitrator and the Emergency Arbitrator Procedures shall cease on the date of the formation of the arbitral tribunal.

4. The Emergency Arbitrator Procedures shall not affect the right of the parties to seek interim measures from a competent court pursuant to the applicable law.

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 of CIETAC may extend the time period upon the request of the emergency arbitrator only if the President of the Arbitration Court of CIETAC deems 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 CIETAC. Where the arbitration case is administrated by CIETAC Hong Kong Arbitration Center, the decision of the emergency arbitrator shall be stamped with the seal of the CIETAC Hong Kong Arbitration Center
4. The decision of the emergency arbitrator shall be binding upon both parties. Upon a reasoned request of a party, the emergency arbitrator or the arbitral tribunal to be formed has the power to modify, suspend or terminate the decision.
5. The emergency arbitrator may decide to dismiss the application of the Applicant and terminate the Emergency Arbitrator Procedures, if the emergency arbitrator deems that circumstances exist that where emergency measures are unnecessary or unable to be taken for various reasons.
6. The decision of the emergency arbitrator shall cease to be effective:
 - (a) if the emergency arbitrator or the arbitral tribunal terminates the decision of the emergency arbitrator;
 - (b) if the President of the Arbitration Court of CIETAC 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 period of time may be extended by agreement of the parties or by the Arbitration Court of CIETAC under circumstances it deems 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 Procedures

1. A party applying to the IDSC or the CIETAC Hong Kong Arbitration Center that administers the case for emergency relief shall pay in advance the costs of the Emergency Arbitrator Procedures in accordance with the CIETAC International Investment Arbitration Fees Schedule (Appendix I). CIETAC may require the Applicant to advance any other additional and reasonable actual costs.

2. The emergency arbitrator shall determine in its decision the percentage of the costs of the Emergency Arbitrator Procedures each party assumes, subject to the power of the arbitral tribunal to finally determine the allocation of such costs at the request of a party.

3. Where the Emergency Arbitrator Procedures terminate before the emergency arbitrator has made a decision, CIETAC may fix the amount of the costs of the Emergency Arbitrator Procedures refundable to the Applicant.

Article 8 Miscellaneous

These Rules for the Emergency Arbitrator Procedures shall be interpreted by CIETAC.