

The Arbitration Law of ROC - Article Content

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CHAPTER I: Arbitration Agreement

Article 1

Parties to a dispute arising at present or in the future may enter into an arbitration agreement designating a single arbitrator or an odd number of arbitrators to constitute an arbitral tribunal to determine the dispute.

The dispute referred to in the preceding paragraph is limited to those which may be settled in accordance with the law.

The arbitration agreement shall be in writing.

Written documents, documentary instruments, correspondence, facsimiles, telegrams or any other similar types of communications between the parties evincing prima facie arbitration agreement shall be deemed to establish an arbitration agreement.

Article 2

No arbitration agreement shall be valid unless it was entered in respect of a legal relationship or a dispute thereto.

Article 3

The validity of an arbitration clause which forms part of a principal contract between the parties may be determined separately from the rest of the principal contract. A decision that the contract is nullified, invalid, revoked, rescinded or terminated shall not affect the validity of the arbitration clause.

Article 4

In the event that one of the parties to an arbitration agreement commences a legal action contrary to the arbitration agreement, the court may, upon application by the adverse party, suspend the legal action and order the plaintiff to submit to arbitration within a specified time, unless the defendant proceeds to respond to the legal action.

If a plaintiff fails to submit to arbitration within the specified time period prescribed in the preceding paragraph, the court shall dismiss the legal action.

After the suspension mentioned in the first paragraph of this Article, the legal action shall be deemed to have been withdrawn at the time an arbitral award is made.

CHAPTER II: Constitution of Arbitral Tribunal

Article 5

An arbitrator shall be a natural person.

In the event that a corporate entity or any other organization which is not an arbitration institution is appointed as an arbitrator in an arbitration agreement, it shall be deemed that no arbitrator was appointed.

Article 6

To act as an arbitrator, a person must possess legal or other professional knowledge or experience, a reputation for integrity and impartiality, and any of the following qualifications:

1. Service as a judge or public prosecutor;
2. Practice for more than five years as a lawyer, accountant, architect, mechanic or in any other commerce-related profession;
3. Act as an arbitrator of a domestic or foreign arbitration institution;
4. Teaching as an assistant professor or higher post in a domestic or foreign college certified or recognized by the Ministry of Education; and,
5. Specialist in a particular field or profession and has practiced for more than five years.

Article 7

A person falling into any of the following categories shall not be an arbitrator:

1. Where the person is convicted of a criminal offense for corruption or malfeasance;
2. Where the person is convicted of any offense other than those in the preceding category and sentenced to serve a prison term of one year or more;
3. Where the person is deprived of public rights, and the period of deprivation has not expired;
4. Where the person is announced bankrupt and has not recovered his/her property rights;
5. Where the person has become subject to the order of the commencement of guardianship or assistantship and the order has not been cancelled; or,
6. A minor.

Article 8

Any person qualified as an arbitrator under this Law, except for those who meet any of the following criteria, shall receive training and obtain a certificate before applying with an arbitration institution for being registered as an arbitrator:

1. Having served practically as a judge or prosecutor;
2. Having practiced as a lawyer for more than three (3) years;
3. Having taught with the department of law or graduate school of law of a domestic or foreign university or college accredited by the Ministry of Education as a professor for two (2) years, or as an associate professor for three (3) years, while teaching the major legal courses for more than three (3) years; and

4. Having been registered as an arbitrator in any arbitration institution prior to the effectiveness of amendment of this Law, and acted practically as an arbitrator in a dispute.

Calculation of teaching experience and definition of major legal courses under Subparagraph 3 of the preceding paragraph shall be jointly regulated by the Ministry of Justice and other relating governmental agencies.

Any arbitrator fails to apply for registration with an arbitration institution pursuant to Paragraph 1 shall be still subject to the training prescribed by this Law.

An arbitrator who has applied for registration with an arbitration institution shall participate in lectures held by the arbitration institution on an annual schedule; the arbitration institution may cancel the registration of an arbitrator who fails to participate in such lectures on schedule.

Guidelines of arbitrators' training and lecturing shall be jointly provided by the Executive Yuan and the Judicial Yuan.

Article 9

Where in the absence of an appointment of an arbitrator or a method of appointment in an arbitration agreement, each party shall appoint an arbitrator for itself. The appointed arbitrators shall then jointly designate a third arbitrator to be the chair and the arbitral tribunal shall notify the parties, in writing, of the final appointment.

If the arbitrators fail to agree on a chair within thirty days of their appointment, the final appointment shall be made by a court upon the application of any party.

Where an arbitration is to be conducted by a sole arbitrator and the parties fail to agree on an arbitrator within thirty days upon the receipt of the written request to appoint by any party, the appointment shall be made by a court pursuant to the application of any party. In situations referred to in the preceding two paragraphs of this Article, the parties have agreed that the arbitration shall be administered by an arbitration institution, then the arbitrator shall be appointed by the arbitration institution.

Where there are numerous people in any party, and they are unable to agree on the appointment of an arbitrator, the appointment shall be made by a majority vote. In the event of a tie, the appointment shall be made by drawing lots.

Article 10

After choosing an arbitrator, a party shall notify in writing the other party as well as the appointed arbitrator. When an arbitrator is appointed by an arbitration institution, the institution shall likewise notify in writing both parties as well as the appointed arbitrator. Once the written notice mentioned in the preceding paragraph of this Article has been received, the withdrawal or amendment of the written notice shall not be made without prior agreement of both parties.

Article 11

A party who has already appointed its own arbitrator may issue a written request to the other party to appoint its arbitrator within fourteen days after receipt of the request. Where the arbitrator is to be appointed by an arbitration institution, either party to the dispute may request the arbitration institution to appoint an arbitrator within the same time period specified in the preceding paragraph of this Article.

Article 12

Where the arbitrator has not been appointed within the time period specified in the first paragraph of the preceding Article, the requesting party may apply to an arbitration institution or the court to make the appointment.

Where the arbitrator has not been appointed within the time period specified in the second paragraph of the preceding Article, the requesting party may apply to the court to make the appointment.

Article 13

An arbitrator appointed in an arbitration agreement may be replaced if such arbitrator becomes unable to perform as a result of death or any other cause, or refuses to conduct the arbitration, or [unreasonably] delays the performance of arbitration. In the event that the parties fail to agree upon a replacement, either party may apply to an arbitration institution or the court to appoint the replacement.

So long as an arbitrator appointed by one party becomes unable to perform as a result of any of the circumstances mentioned in the preceding paragraph of this Article, the other party may request the former party to appoint a replacement within fourteen days after receipt of the request. However, the chair appointed pursuant to paragraph 1 of Article 9 shall not be affected [by the appointment of the replacement].

When the party receiving the request to appoint a replacement fails to do so within the time period specified in the preceding paragraph of this Article, the requesting party may apply to an arbitration institution or the court to make the appointment.

Should any one of the circumstances mentioned in paragraph 1 of this Article occur in respect of an arbitrator or arbitrators appointed by an arbitration institution or by the court, such arbitration institution or the court may appoint a replacement or replacements upon an application by any party or by its own volition.

Should any one of the circumstances mentioned in paragraph 1 of this Article occur in respect of the chair of an arbitral tribunal, the court may appoint a replacement upon an application by any party or by its own volition.

Article 14

Except for those subject to withdrawal proceedings hereunder, the appointment of arbitrators either by an arbitration institution or by the court pursuant to the provisions of this chapter shall not be challenged by the parties.

Article 15

The arbitrator shall be independent, impartial and uphold the principle of confidentiality in conducting the arbitration.

An arbitrator involved in any of the following circumstances shall immediately disclose the details thereof to the parties:

- 1.the existence of any of the causes requiring a judge to withdraw from a judicial proceeding in accordance with Article 32 of the Code of Civil Procedure;
- 2.the existence or history of an employment or agency relationship between the arbitrator and a party;
- 3.the existence or history of an employment or agency relationship between the arbitrator and an agent of a party or between the arbitrator and a key witness; and,
- 4.the existence of any other circumstances which raise any justifiable doubts as to the impartiality or independence of the arbitrator.

Article 16

A party may apply to withdraw an arbitrator in any one of the following circumstances:

- 1.where the arbitrator does not meet the qualifications agreed by the parties; and,
- 2.where any of the circumstances in paragraph 2 of the preceding Article exists.

A party shall not apply to withdraw an arbitrator whom it appointed unless the cause for the withdrawal arose after the appointment or the cause is only known after the appointment.

Article 17

A party intending to request for the withdrawal of an arbitrator shall do so within fourteen days of knowing the cause [for withdrawal]. Such party shall submit a written application stating the reasons for the withdrawal to the arbitral tribunal. The arbitral tribunal shall make a decision within ten days upon receipt of such application, unless the parties have agreed otherwise.

In the event that the arbitral tribunal has not yet been constituted, the time period for [requesting] a withdrawal mentioned in the preceding paragraph shall commence from the date that the arbitral tribunal is constituted.

Where a party wishes to challenge a decision made hereunder by the arbitral tribunal, such party shall apply for a judicial ruling within fourteen days of receiving notice of the arbitral decision.

A party shall not challenge the ruling reached by the court mentioned in the preceding paragraph of this Article.

An arbitrator shall withdraw in the event that both parties request the withdrawal.

An application to withdraw a sole arbitrator shall be submitted to the court for determination.

CHAPTER III: Arbitral Proceedings

Article 18

A party shall provide written notification to the respondent party as to when the dispute is to be submitted to arbitration.

Unless otherwise agreed by both parties, the arbitral proceedings for a dispute shall commence on the date specified on the written notice of arbitration received by the respondent party.

In the event that the circumstance mentioned in the preceding paragraph of this Article involves multiple parties, the arbitral proceedings shall commence on the date on which the first written notification is received by the respondents.

Article 19

In the absence of an agreement on the procedural rules governing the arbitration, the arbitral tribunal shall apply this Law. Where this Law is silent, the arbitral tribunal may adopt the Code of Civil Procedure mutatis mutandis or other rules of procedure which it deems proper.

Article 20

The place of arbitration, unless agreed by the parties, shall be determined by the arbitral tribunal.

Article 21

In the absence of any stipulation in the arbitration agreement as to how the arbitration is to be conducted, the arbitral tribunal shall, within ten days upon receipt of notice of the [final arbitral] appointment, determine the place of arbitration as well as the time and date for the hearing, and shall notify both parties thereof. The arbitral tribunal shall render an arbitral award within six months [of commencement of the arbitration]. However, the arbitral tribunal may extend [the decision period] an additional three months if the circumstances so require.

In the event of a subsequent dispute, the ten-day period mentioned in the preceding paragraph shall commence from the date upon receipt of notice [to arbitrate] the dispute that has occurred.

If an arbitral award has not been rendered by the arbitral tribunal within the above-mentioned time period, either party may, unless compelled to arbitrate, refer the dispute to the court or proceed with a previously initiated legal action. The arbitral proceedings shall be deemed terminated thereafter.

Article 133 of the Civil Code shall not be applicable in the event that the dispute is referred to the court as mentioned in the preceding paragraph of this Article.

Article 22

An objection raised by a party as to the scope of authority of the arbitral tribunal shall be determined by the arbitral tribunal. However, a party may not object if it has submitted the statement of defense regarding the subject matter of the dispute.

Article 23

The arbitral tribunal shall ensure that each party has a full opportunity to present its case and the arbitral tribunal shall conduct the necessary investigations of the claims by the parties.

Unless otherwise agreed by the parties, the arbitral proceedings shall not be made public.

Article 24

Either party may, in writing, appoint a representative to appear before the arbitral tribunal to make statements for and on its behalf.

Article 25

Parties to a dispute with an international character may designate a language or languages to be used to conduct the arbitral proceedings. However, the arbitral tribunal or a party may request that any documents relating to the arbitration be accompanied with a translation in another language.

Interpreters shall be provided under the direction of the arbitral tribunal in the event that a party or an arbitrator is not familiar with Mandarin.

Article 26

The arbitral tribunal may summon witnesses or expert witnesses to appear for questioning but may not compel any witness to enter any undertaking.

In the event that a witness fails to appear without sufficient reason, the arbitral tribunal may apply for a court order compelling the witness to appear.

Article 27

The delivery of documents relating to the arbitration conducted by the arbitral tribunal shall be governed mutatis mutandis by the provisions regarding "service of process" in the Code of Civil Procedure.

Article 28

The arbitral tribunal, if necessary, may request assistance from a court or other agencies in the conduct of the arbitral proceedings.

A requested court may exercise its investigative powers in the same manner and to the same extent as permitted in a legal action.

Article 29

A party who knows or may know that the arbitral proceedings have derogated from the provisions of this Law or has not complied with the requirements under the arbitration agreement yet proceeds with the arbitration without objecting to such non-compliance shall be deemed to have waived the right to object.

Any objection raised shall be considered by the arbitral tribunal and the decisions made

with respect thereto shall not be subject to appeal.

The assertion and consideration of] An objection shall not suspend the arbitral proceedings.

Article 30

In the event that a party asserts any of the following which the arbitral tribunal finds unjustifiable, the parties may still proceed with the arbitration and obtain an arbitral award:

- 1.The arbitration agreement is nullified;
- 2.The arbitral proceedings have derogated from the provisions of the law;
- 3.The arbitration agreement has not been followed;
- 4.The arbitration agreement is not related to the dispute for resolution;
- 5.The arbitral tribunal lacks the authority to arbitrate;
- 6.Any other reason which allows a party to apply to a court to set aside an arbitral award.

Article 31

If expressly authorized by the parties, the arbitral tribunal may apply the rules of equity to determine [the arbitral award].

Article 32

The deliberations of an arbitral award shall not be made public.

If there is more than one arbitrator, the arbitral award shall be determined by a majority vote.

When calculating an amount in dispute and none of the opinions of the arbitrators prevail, the highest figure in an opinion shall be averaged with the second highest figure in another opinion and so forth, until a majority consensus is obtained.

In the event that a majority consensus of the arbitrators cannot be reached, the arbitral proceedings are deemed terminated, unless otherwise agreed by the parties, and the arbitral tribunal shall notify the parties of the reasons for failing to reach a majority consensus.

Article 133 of the Civil Code shall not be applicable to the circumstance mentioned in the preceding paragraph of this Article unless a party has yet to proceed to a court within one month of receipt of the notification.

Article 33

To the extent that a decision on the dispute may be satisfactorily obtained, the arbitral tribunal shall declare the conclusion of the hearing and within ten days thereafter, issue an arbitral award addressing the claims and issues raised by the parties.

An arbitral award shall contain the following items:

- 1.Names and residence or domicile of the individual parties. For a party that is a corporate entity or another type of organization or institution, then its name(s), administrative office(s), principal office(s) or business office(s) [address];
- 2.Names and domiciles or residences of the statutory agents or representatives, if any, of the parties;

3. Names, nationalities and residences or domiciles of the interpreters, if any;
4. The main text of the decision;
5. The relevant facts and reasons for the arbitral award, unless the parties have agreed that no reasons shall be stated; and
6. The date and place of the arbitral award.

The original copy of the award shall be signed by the arbitrator(s) who deliberated on the award. If an arbitrator refuses to or cannot sign the award for any reason, the arbitrator(s) who do sign the award shall state the reason for the missing signature(s).

Article 34

The arbitral tribunal shall deliver a certified copy of the arbitral award to each party. The certified copy of the arbitral award mentioned in the preceding paragraph, along with the proof of delivery, shall be filed with a court registry, at the place of the arbitration for record-keeping.

Article 35

The arbitral tribunal may correct, on its own initiative or upon request, any clerical, computational or typographic errors or any other similar obvious mistakes in the award and shall provide written notification of this correction to the parties as well as the court. The foregoing is likewise applicable to any discrepancy between a certified copy of the arbitral award and the original version thereof.

Article 36

Any dispute in a legal proceeding that shall only be settled pursuant to the Simplified Procedures prescribed in the Code of Civil Procedure may be submitted to an arbitration institution upon the agreement of the parties. The arbitration institution shall appoint a sole arbitrator to conduct the arbitration pursuant to the procedural rules for expedited arbitration stipulated by the arbitration institution.

In any case other than those mentioned in the preceding paragraph, the parties may agree to adopt the procedural rules for expedited arbitration established by the arbitration institution.

CHAPTER IV: Enforcement of Arbitral Award

Article 37

The award shall, insofar as relevant, be binding on the parties and have the same force as a final judgment of a court.

An award may not be enforceable unless a competent court has, on application of a concerned party, granted an enforcement order. However, the arbitral award may be enforced without having an enforcement order granted by a competent court if the contending parties so agree in writing and the arbitral award concerns any of the following subject-matters:

1. Payment of a specified sum of money or certain amount of fungible things or valuable

securities;

2. Delivery of a specified movable property.

The previous paragraph is binding not only on the parties but also on the following persons with respect to the arbitration:

1. Successors of the parties after the commencement of the arbitration, or those who have taken possession of the contested property for a party or its successors.

2. Any entity, on whose behalf a party enters into an arbitration proceeding; the successors of said entity after the commencement of arbitration; and, those who have taken possession of the contested property for said entity or its successors.

Article 38

The court shall reject an application for enforcement in any of the following circumstances where:

1. The arbitral award concerns a dispute not contemplated by the terms of the arbitration agreement, or exceeds the scope of the arbitration agreement, unless the offending portion of the award may be severed and the severance will not affect the remainder of the award;

2. The reasons for the arbitral award were not stated, as required, unless the omission was corrected by the arbitral tribunal;

3. The arbitral award directs a party to act contrary to the law.

Article 39

If a party to an arbitration agreement applies to the court for a provisional seizure or disposition in accordance with the conservation provisions of the Code of Civil Procedure prior to submitting to arbitration, the court at the request of the respondent shall order the applicant to submit to arbitration by a certain time period. However, in the event that the applicant may also proceed by legal action in accordance with the law, the court may order the parties concerned to proceed with legal action.

Upon the failure of the applicant seeking provisional relief in the preceding paragraph to submit to arbitration or proceed with legal action by the aforementioned time period, the court may, pursuant to a petition by the respondent, invalidate the order for provisional seizure or disposition.

CHAPTER V: Revocation of the Arbitral Award

Article 40

A party may apply to a court to set aside the arbitral award in any of the following circumstances:

1. The existence of any circumstances stated in Article 38.

2. The arbitration agreement is nullified, invalid or has yet to come into effect or has become invalid prior to the conclusion of the arbitral proceedings.

3. The arbitral tribunal fails to give any party an opportunity to present its case prior to the conclusion of the arbitral proceedings, or if any party is not lawfully represented in the

arbitral proceedings.

4. The composition of the arbitral tribunal or the arbitral proceedings is contrary to the arbitration agreement or the law.

5. An arbitrator fails to fulfill the duty of disclosure prescribed in paragraph 2 of Article 15 herein and appears to be partial or has been requested to withdraw but continues to participate, provided that the request for withdrawal has not been dismissed by the court.

6. An arbitrator violates any duty in the entrusted arbitration and such violation carries criminal liability.

7. A party or any representative has committed a criminal offense in relation to the arbitration.

8. If any evidence or content of any translation upon which the arbitration award relies, has been forged or fraudulently altered or contains any other misrepresentations.

9. If a judgment of a criminal or civil matter, or an administrative ruling upon which the arbitration award relies, has been reversed or materially altered by a subsequent judgment or administrative ruling.

The foregoing items 6 to 8 are limited to instances where final conviction has been rendered or the criminal proceeding may not be commenced or continue for reasons other than insufficient evidence.

The foregoing item 4 concerning circumstances contravening the arbitration agreement and items 5 to 9 referred to in paragraph 1 of this Article are limited to the extent sufficient to affect the arbitral award.

Article 41

An application to revoke an arbitral award may be filed at the district court of the place of arbitration.

An application to revoke an arbitral award shall be submitted to the court within the thirty-day statutory period after the arbitral award has been issued or delivered. However, if any cause mentioned in items 6 to 9 of the first paragraph of the preceding Article exists and if sufficient reasons are offered that the failure of a party to apply to the court to revoke an award before the limitation period does not arise from any fault of such party, then the thirty-day statutory period commences to run from the time when the party becomes aware of the cause for revocation. In any event, the application to revoke an arbitral award shall be barred after five years have elapsed from the date on which the arbitral award was issued.

Article 42

In the event that a party applies for revocation of an arbitral award, the court may grant an application by the said party to stay enforcement of the arbitral award once the applicant has paid a suitable and certain security [into court].

When setting aside an arbitral award, the court shall under the same authority simultaneously revoke any enforcement order which has been issued in respect of the arbitral award.

Article 43

Once an arbitral award has been revoked by a final judgment of a court, a party may bring the dispute to the court unless otherwise agreed by the parties.

CHAPTER VI: Settlement and Mediation

Article 44

Parties to an arbitration may explore settlement options to their dispute prior to the issuance of an arbitral award. If the parties reach a settlement [prior to the conclusion of the arbitration], the arbitrator shall record the terms of settlement in a settlement agreement.

A settlement agreement under the preceding paragraph has the same force and effect as that of an arbitral award. However, the terms of the settlement agreement may be enforced only after the court has granted an application by a party for enforcement and issued an enforcement order.

Article 45

In the absence of any arbitration agreement [to the contrary], the parties may choose to submit their dispute to mediation and jointly appoint an arbitrator to conduct the mediation. Upon the successful conclusion of the mediation between the parties, the arbitrator shall record the results of the mediation in a mediated agreement.

A mediated agreement under the preceding paragraph has the same force and effect as that of an arbitral settlement agreement. However, the terms of the mediated agreement may be enforced only after the court has granted an application for enforcement by a party and issued an enforcement order.

Article 46

The provisions of Article 38 and Articles 40 to 43 shall apply mutatis mutandis to settlement and mediation proceedings hereunder.

CHAPTER VII: Foreign Arbitral Award

Article 47

A foreign arbitral award is an arbitral award which is issued outside the territory of the Republic of China or issued pursuant to foreign laws within the territory of the Republic of China.

A foreign arbitral award, after an application for recognition has been granted by the court, shall be binding on the parties and have the same force as a final judgment of a court, and is enforceable.

Article 48

To obtain recognition of a foreign arbitral award, an application shall be submitted to the court and accompanied by the following documents:

1. The original arbitral award or an authenticated copy thereof;

2. The original arbitration agreement or an authenticated copy thereof;
3. The full text of the foreign arbitration law and regulation, the rules of the foreign arbitration institution or the rules of the international arbitration institution which applied to the foreign arbitral award.

If the documents in the preceding paragraph are made in a foreign language, a copy of the Chinese translation of the same shall be submitted.

The word "authenticated" mentioned in items 1 and 2 of paragraph 1 herein means the authentication made by the embassies, consulates, representative offices, liaison offices or any other organizations authorized by the government of the Republic of China.

Copies of the application mentioned in paragraph 1 herein shall be made corresponding to the number of respondents and submitted to the court which shall deliver those copies to the respondents.

Article 49

The court shall issue a dismissal with respect to an application submitted by a party for recognition of a foreign arbitral award, if such award contains one of the following elements:

1. Where the recognition or enforcement of the arbitral award is contrary to the public order or good morals of the Republic of China.
2. Where the dispute is not arbitrable under the laws of the Republic of China.

The court may issue a dismissal order with respect to an application for recognition of a foreign arbitral award if the country where the arbitral award is made or whose laws govern the arbitral award does not recognize arbitral awards of the Republic of China.

Article 50

If a party applies to the court for recognition of a foreign arbitral award which concerns any of the following circumstances, the respondent may request the court to dismiss the application within twenty days from the date of receipt of the notice of the application:

1. The arbitration agreement is invalid as a result of the incapacity of a party according to the law chosen by the parties to govern the arbitration agreement.
2. The arbitration agreement is null and void according to the law chosen to govern said agreement or, in the absence of choice of law, the law of the country where the arbitral award was made.
3. A party is not given proper notice whether of the appointment of an arbitrator or of any other matter required in the arbitral proceedings, or any other situations which give rise to lack of due process.
4. The arbitral award is not relevant to the subject matter of the dispute covered by the arbitration agreement or exceeds the scope of the arbitration agreement, unless the offending portion can be severed from and not affect the remainder of the arbitral award.
5. The composition of the arbitral tribunal or the arbitration procedure contravenes the arbitration agreement or, in the absence of an arbitration agreement, the law of the place of the arbitration.
6. The arbitral award is not yet binding upon the parties or has been suspended or revoked by a competent court.

Article 51

Where a party to an arbitration applies for a judicial revocation of a foreign arbitral award or for suspension of enforceability thereof, the court at the request of the respondent may order the applicant to pay a suitable and certain security to suspend the recognition or enforcement proceedings prior to issuing any order for recognition or enforcement of the foreign arbitral award.

If the foreign arbitral award mentioned in the preceding paragraph has been revoked according to the law, the court shall dismiss any application for recognition or upon request, revoke any recognition of the arbitral award.

CHAPTER VIII: Additional Provisions

Article 52

The court in dealing with procedures of arbitral matters shall apply the provisions of the Non-contentious Matters Law in addition to this Law, if in the absence of any relevant provisions therein, apply *mutatis mutandis* the provisions of the Code of Civil Procedure.

Article 53

A dispute which according to other laws must be submitted to arbitration, may be governed *mutatis mutandis* by this Law unless otherwise specified by those other laws.

Article 54

Arbitration institution(s) may be solely or jointly established by any professional or social organization(s) of any level and shall be responsible for arbitrators' registration, cancellation of arbitrators' registration and handling arbitration matters.

Regulation(s) or guideline(s) of organization, establishment approval, revocation or repeal of approval, arbitrators' registration, cancellation of arbitrators' registration, arbitration fees, mediation procedures and fees of an arbitration institution shall be jointly provided by the Executive Yuan and the Judicial Yuan.

Article 55

To promote the development of arbitration and to reduce litigiousness, the government may subsidize the arbitration institutions as it deems necessary.

Article 56

The provisions of this Law shall take effect from the date of promulgation, except for those which were revised and promulgated on June 24, 1998 and took effect six months after such date, and also those which were revised and promulgated on December 15, 2009 and took effect on November 23, 2009.