

Hainan Free Trade Port Ad Hoc Arbitration Rules

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Section I. General Provisions

Article 1 Scope of Application

1. These Rules apply to ad hoc arbitration cases concerning disputes between enterprises registered in the Hainan Free Trade Port, as well as disputes between enterprises registered in the Hainan Free Trade Port and those from foreign countries or regions, the Hong Kong Special Administrative Region, the Macao Special Administrative Region, and the Taiwan region.
2. Should enterprises from foreign countries or regions, the Hong Kong Special Administrative Region, the Macao Special Administrative Region, or the Taiwan region reach an agreement to initiate ad hoc arbitration cases in the Hainan Free Trade Port, these Rules shall apply, unless there is a separate agreement for their application.
3. Parties may agree to apply the "Hainan Free Trade Port Expedited Arbitration Rules" in the appendix to these Rules.
4. In the event of any conflict between these Rules and the mandatory provisions of relevant laws, the latter shall prevail.

Article 2 Service of Documents and Periods of time

1. All documents, notices, and materials in relation to the arbitration (hereinafter referred to the "arbitration documents") may be delivered in person or by registered or express mail, by fax, by electronic means or any other means of communication with a delivery record, or by any other means considered appropriate by the arbitral tribunal. Electronic means of delivery includes service of arbitration documents by electronic means to the email addresses or other electronic addresses agreed upon or designated by the parties, or via the digitalized information storage system of a designated institution or other information system easily accessible to all parties.
2. Subject to the consent or agreement of the parties, the arbitration documents may be served by electronic means preferentially.

3. The arbitration documents shall be delivered to the address provided by the party itself or by its representative(s), or to an address agreed by the parties. Where a party or its representative(s) has not provided an address or the parties have not agreed on an address, the arbitration documents shall be delivered to such party's address as provided by the other party or its representative(s).

4. Any arbitration documents sent to a party or its representative(s) shall be deemed to have been properly served on the party if delivered to the addressee or sent to the addressee's place of business, place of registration, domicile, habitual residence or mailing address, or where, after reasonable inquiries by the other party, none of the aforesaid addresses can be found, the arbitration documents are sent by the Arbitration Court 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 attempt at delivery, including but not limited to service by public notary, entrustment or retention.

5. The periods of time specified in these Rules shall commence on the day following the day when the party receives or should have received the arbitration documents.

Article 3 Notice of Arbitration

1. The party or parties initiating recourse to arbitration (hereinafter referred to as the "Claimant") shall communicate to the other party or parties (hereinafter referred to as the "Respondent") a Notice of Arbitration.

2. The Notice of Arbitration shall include the following:

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

(b) The names and contact details of the parties;

(c) A reference to the arbitration agreement or clause that is invoked;

(d) A reference to any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the correlational relationship;

(e) A brief description of the claim and an indication of the amount involved, if any;

(f) The relief or remedy sought;

(g) A proposal as to the number of arbitrators, language and seat of arbitration, if the parties have not previously agreed thereon.

3. The Notice of Arbitration may also include the following :

(a) The proposal for designation of the appointing authority referred to in article 5.

(b) The proposal for appointment of a sole arbitrator referred to in paragraph 4(b) of article 13.

(c) The notification of appointment of an arbitrator referred to in paragraph 4(a) of article 13.

4. Any disputes regarding the sufficiency of the Notice of Arbitration shall not impede the constitution of the arbitral tribunal and shall be determined by the tribunal.

Article 4 Response to the Notice of Arbitration

1. Within twenty (20) days after receipt of the Notice of Arbitration, the Respondent shall communicate to the Claimant a response to the Notice of Arbitration, which shall include: (a) The name and contact details of each Respondent; (b) A response to the information set forth in the Notice of Arbitration pursuant to paragraphs 2 (c) to (g) of article 3.

2. The response to the Notice of Arbitration may also include:

(a) Any plea that the arbitral tribunal to be constituted under these Rules does not have jurisdiction; (b) A proposal for the designation of an appointing authority referred to in paragraph 2 of article 5; (c) A brief description of counterclaims, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought; (d) A notice of arbitration in case the Respondent formulates a claim against a party to the arbitration agreement other than the Claimant.

3. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the Respondent's failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Article 5 Appointing Authority

1. The Hainan Arbitration Association (HNAA) or other arbitration institutions in the Hainan Free Trade Port may serve as the appointing authority, assisting in arbitration proceedings, provision of court facilities, and the constitution of arbitral tribunals, by agreement between the parties or by application from the arbitral tribunal.

2. Where the parties have agreed on the designation of an appointing authority, the parties' agreement shall prevail. Where the parties have not agreed thereon, a party may at any time propose the designation of an appointing authority.

3. Within fifteen (15) days after receipt by the last party of the proposal for the appointing authority made in accordance with paragraph 2, should the parties have not reached agreement on the designation of the appointing authority, HNAA, on the application of any party, can designate an appointing authority or serve as the appointing authority. If HNAA is requested to act as the appointing authority, HNAA may serve as the appointing authority itself or designate other appointing authority, as the case may be.
4. Where these Rules provide for a period of time within which a party must refer a matter to an appointing authority and no appointing authority has been determined, the period shall be suspended from the date on which a party initiates the procedure to designate the appointing authority until the date the appointing authority is determined.
5. Should the appointing authority fail to appoint arbitrators within fifteen (15) days of receipt of a require to do so, fail to decide on a challenge to arbitrators within thirty (30) days of receipt of a require to do so, or refuse to act as provided by these Rules, HNAA shall re-designate the appointing authority, and the periods of time shall be re-calculated.
6. The appointing authority, in fulfilling its duties under these Rules, may require the information from any party or arbitrator(s) as it considers necessary, and may allow them to present their views as it deems appropriate.
7. Upon requesting the appointing authority to appoint an arbitrator pursuant to article 13 hereof, the party making the application shall communicate to the appointing authority copies of the Notice of Arbitration and the Response to the Notice of Arbitration, if any.
8. The appointing authority shall take into account any facts or circumstances likely to give rise to justifiable doubts as to the impartiality or independence of the arbitrator or arbitrators appointed.
9. The parties shall abide by the rules which the appointing authority has made on its service for the ad hoc arbitration
10. HNAA, the appointing authority, arbitrators, and related staff shall not be held civilly liable to any person for any act, including any negligence, any action or omission, in connection with any arbitration under these Rules, and they shall not bear any obligation to testify.

Article 6 Seat of Arbitration

1. Where the parties have agreed on the seat of arbitration, the parties' agreement shall prevail.
2. Where the parties have not agreed on the seat of arbitration or their agreement is ambiguous, the seat of arbitration shall be Hainan Free Trade Port. The arbitral tribunal may also determine the seat of arbitration to be another location having regard to the circumstance of the case.

3. The arbitration award shall be deemed to have been made at the seat of arbitration.
4. Unless otherwise agreed by the parties, the arbitral tribunal may determine the location of deliberation, hearing, examination and appraisal of the relevant evidence having regard to the circumstance of the case.

Article 7 Language of Arbitration

1. Where the parties have agreed on the language of arbitration, the parties' agreement shall prevail.
2. Where the parties have not agreed on the language of arbitration or their agreement is ambiguous, Chinese shall be the language of arbitration. The arbitral tribunal may also determine one or more language(s) as the language(s) of arbitration after taking into proper consideration of all circumstances of the case including the language(s) of the contract.
3. Where the parties or their representatives or witnesses need language interpreters when the arbitral tribunal is in session, the appointing authority or HNAA may provide interpreters, or the parties themselves may provide interpreters.
4. The arbitral tribunal may, if it considers it necessary, request the parties to provide translations of the various instruments and supporting materials submitted by the parties into Chinese or other languages.

Article 8 Waiver of Right to Object

A party shall be deemed to have waived its right to object where it knows or should have known any provision of or requirement under these Rules or the arbitration agreement has not been complied with and does not promptly and explicitly submit its objection in writing to such non-compliance, yet participates in or proceeds with the arbitral proceedings or fails to participate in the hearing without a justifiable reason after been duly notified.

Section II Arbitration Agreement

Article 9 Definition and Form of Arbitration Agreement

(a) Arbitration agreement is an agreement voluntarily entered into by the parties to submit to arbitration all or a certain number of disputes that have arisen or may arise between them in respect of a relationship, whether contractual or not. An arbitration agreement may be in the form of a clause specified in the contract or in some other form.

(b) The arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in the tangible form of a document such as a contract, letter, telex, fax, electronic data interchange, or email.

(c) An arbitration agreement shall be deemed to exist where its existence is asserted by one party and not denied by the other during the exchange of the Request for Arbitration and the Statement of Defense.

(d) The reference in a contract to a document containing an arbitration clause constitutes a written arbitration agreement if the reference is such as to make that arbitration clause part of the contract.

(e) Where the law applicable to an arbitration agreement has different provisions as to the form and validity of the arbitration agreement, those provisions shall prevail.

Article 10 Independence of the Arbitration Agreement

An arbitration clause contained in a contract or an arbitration agreement attached to a contract shall also be treated independent of and separate from all other clauses of the contract. The validity of an arbitration clause or an arbitration agreement shall not be affected by any modification, cancellation, termination, transfer, expiry, invalidity, ineffectiveness, rescission or non-existence of the contract.

Article 11 Objection to Arbitration Agreement and/or Jurisdiction

(a) The arbitral tribunal have the authority to rule on the existence and validity of the arbitration agreement and its jurisdiction over an arbitration case.

(b) The arbitral tribunal may render a new decision regarding the validity of the arbitration agreement or its jurisdiction if any new facts or evidence arise in the course of the hearings that affect the validity of the arbitration agreement or its jurisdiction;

(c) When deciding on jurisdiction, the arbitral tribunal may either make a separate decision on jurisdiction during the arbitral proceedings or incorporate the decision in the arbitral award;

(d) An objection to an arbitration agreement and/or the jurisdiction shall be raised in writing before the first oral hearing held by the arbitral tribunal. Where a case is to be decided on the basis of documents only, such an objection shall be raised before the submission of the first substantive defense.

(e) The arbitration shall proceed notwithstanding an objection to the arbitration agreement and/or jurisdiction.

(f) The aforesaid objections to and/or decisions on jurisdiction shall include objections to and/or decisions on a party's standing to participate in the arbitration.

(g) The arbitral tribunal shall decide to dismiss the case upon finding that it has no jurisdiction.

Section III. Arbitrator and Arbitral Tribunal

Article 12 Number of Arbitrators

Where the parties have agreed on the number of arbitrators, the agreement shall prevail. Where the parties have not agreed on the number of arbitrators, the arbitral tribunal shall be composed of one or three arbitrators.

Article 13 Nomination of Arbitrators

1. The parties may nominate one or more arbitrators from the Pool of Ad Hoc Arbitrators provided by HNAA to constitute the arbitral tribunal.

2. Where the parties nominate an arbitrator(s) from out of the Pool, it shall be confirmed by HNAA.

3. Where the parties have agreed on the procedure for the nomination of arbitrators and the constitution of the arbitral tribunal, the agreement shall prevail.

4. Where the parties have not agreed on the procedure for the nomination of arbitrators and the constitution of the arbitral tribunal,

(a) In the constitution of a three-member arbitral tribunal, each party shall nominate one arbitrator, and the two arbitrators so nominated shall nominate the third arbitrator to be the chief arbitrator. If a party fails to nominate an arbitrator within fifteen (15) days after receipt of the request to nominate an arbitrator from the other party, or if the two arbitrators so nominated do not reach an agreement on the third arbitrator within fifteen (15) days after being nominated, the appointing authority shall, at the request of either party, appoint the third arbitrator.

(b) In the constitution of a sole-arbitrator arbitral tribunal, the sole arbitrator shall be nominated by both parties. If the parties fail to reach an agreement on the nomination of the arbitrator within fifteen (15) days after receipt of the request to nominate an arbitrator, the appointing authority shall make the appointment upon the request of either party.

5. The appointing authority shall complete the appointment within fifteen (15) days upon receiving the request from one or both parties to nominate an arbitrator.

6. In cases where the Claimant and the Respondent consist of multiple parties, each party shall, in accordance with the aforementioned provisions, jointly act as either co-claimants or co-respondents to nominate arbitrators.

Article 14 Disclosures by Arbitrators

1. Upon accepting the nomination or appointment, each arbitrator shall disclose in writing any circumstances that may give rise to justifiable doubts as to his or 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 to the parties and other arbitrators.

Article 15 Challenge of Arbitrators

1. Where the parties have agreed on the procedure of the challenge of arbitrators, such agreement shall prevail.

2. A party wishing to challenge the arbitrator on the grounds of the information disclosed by the arbitrator shall forward the challenge in writing within ten (10) days from the date of such receipt. Failing to file a challenge within the above time period, the party may not subsequently challenge the arbitrator on the grounds of the information disclosed by the arbitrator.

3. A party having justifiable doubts as to the impartiality or independence of an arbitrator may challenge that arbitrator in writing and shall state the facts and reasons on which the challenge is based with supporting evidence.

4. A party may challenge an arbitrator in writing within fifteen (15) days from the date it receives the Notice of Constitution of the Arbitral Tribunal; where a party becomes aware of any grounds for a challenge after such receipt, the party may challenge the arbitrator in writing within fifteen (15) days after it becomes aware of such grounds, but no later than the conclusion of the last oral hearing or written trial.

5. Where an arbitrator is challenged by one party and the other party agrees to the challenge, or the arbitrator being challenged voluntarily withdraw from this arbitration case, such arbitrator shall no longer be a member of the arbitral tribunal for this case, or such arbitrator may choose to voluntarily withdraw from his/her office. However, in neither case shall it be implied that the reasons for the challenge are sustained.

6. If, within fifteen (15) days from the date of challenging an arbitrator in writing, the other party does not agree to the challenge or the arbitrator being challenged does not withdraw from his/her office, while the party making the challenge insists on the request,

the appointing authority shall make a final decision on the challenge within thirty (30) days from the date of the notice of challenge.

Article 16 Replacement of An 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 periods provided herein, the parties may request the appointing authority to replace the arbitrator. The appointing authority shall make a decision on whether to replace the arbitrator within seven (7) days. Should no appointing authority be designated, or if the appointing authority fails to fulfill its functions, HNAA shall determine whether to replace the arbitrator within seven (7) days.

2. In the event that an arbitrator is unable to fulfill his/her functions due to challenge or replacement, a substitute arbitrator shall be nominated or appointed within a reasonable time period as provided for in these Rules according to the same procedure that applied to the nomination or appointment of the arbitrator being challenged. If a party fails to nominate or appoint a substitute arbitrator, the re-nomination of an arbitrator shall be made by the appointing authority or HNAA within seven (7) days after the receipt of the application from the party.

3. Upon the re-nomination of an arbitrator, the arbitral tribunal shall decide whether and to what extent the previous proceedings in the case shall be repeated.

Article 17 Continuation of Arbitration by Majority

After the conclusion of the last oral hearing, if an arbitrator on a three-member arbitral tribunal is no longer suitable to act as an arbitrator due to health reasons or in accordance with the provisions of the law, the arbitral tribunal composed of the other two arbitrators, upon approval of the parties and confirmation of HNAA, shall have the power to render decisions, orders or arbitral awards if the other two arbitrators reach an agreement on the relevant arbitration matters.

Section IV Arbitral Proceedings

Article 18 The Principles of Arbitral Proceedings

Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of

presenting its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the dispute.

Article 19 Commencement of Arbitration

The arbitral proceedings shall commence on the date of the receipt of the Notice of Arbitration unless otherwise agreed by the parties.

Article 20 Request for Arbitration

1. A party applying for arbitration shall submit a Request for Arbitration duly signed and/or sealed by the Claimant or its authorized representative(s). The Request for Arbitration shall include the following particulars:

- (a) The current and valid names, addresses, and contact information of the Claimant and the Respondent;
- (b) A reference to the arbitration agreement that is invoked;
- (c) The facts of the case and main issues in dispute;
- (d) The claim of the Claimant; and
- (e) The facts and grounds on which the claim is based.

2. Evidentiary materials and other supporting documents for the identification of the parties and in support of the claim shall be attached to the Request for Arbitration. Where the Claimant is represented, submission of the authorization document is required.

3. Where it is agreed in the arbitration agreement that negotiation or mediation shall be conducted before arbitration, the Claimant may apply for arbitration after conducting negotiation or mediation. However, the absence of negotiation or mediation shall not impede the Claimant in seeking arbitration, unless the applicable law to the arbitral proceedings or the arbitration agreement expressly provides otherwise.

Article 21 Statement of Defense and Counterclaim

1. The Respondent shall communicate its Statement of Defense in writing (to the Claimant and to each of the arbitrators) within a time period to be determined by the arbitral tribunal. If the Respondent has justifiable reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant an extension of the time period for submission of the Statement of Defense or relevant evidence or proof. The

Respondent may choose to treat its Response to the Notice of Arbitration referred to in article 4 as a Statement of Defense, provided that the Response to the Notice of Arbitration also complies with the requirements of paragraph 2 of this article.

2. The Statement of Defense shall be duly signed and/or sealed by the Respondent or its authorized representative(s), and shall include the following particulars:

(a) The current and valid name, address, and contact information of the Respondent;

(b) A response to each item in the Request for Arbitration, along with the facts and grounds on which the defense is based; and

(c) The evidence and other supporting documents on which the defense is based.

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

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

5. The Respondent may file a counterclaim in its Statement of Defense or during subsequent arbitral proceedings. The arbitral tribunal has the power to decide on the deadline for the Respondent to file the counterclaim.

6. The provisions of paragraphs 1 and 2 of article 20 shall apply to a counterclaim filed pursuant to paragraph 5 of this article and paragraph 2 (c) of article 4.

Article 22 Amendments to Claim or Counterclaim

The Claimant may apply to amend its claim and the Respondent may apply to amend its counterclaim. However, the arbitral tribunal has the power to reject any such amendment if it considers the amendment is too late and may affect the arbitral proceedings.

Article 23 Joinder of Additional Parties

1. After the arbitral tribunal is constituted, a party wishing to join an additional party to the arbitration may file the Request for Joinder with the arbitral tribunal, based on the arbitration agreement invoked in the arbitration that prima facie binds the additional party. The arbitral tribunal shall make a decision after it hears from all parties including the additional party if it considers the joinder necessary.

2. The Request for Joinder shall contain the title of the existing arbitration case; the names, addresses, and contact details of all the parties involved, including the additional party; the arbitration agreement invoked to join the additional party as well as the facts and grounds the request relies upon; and the claim. The relevant evidence materials and other supporting documents on which the request is based shall be attached to the Request for Joinder.
3. Where any party raises an objection to the arbitration agreement or to the jurisdiction over the arbitration with respect to the joinder proceedings, the decision on jurisdiction shall be made in accordance with article 11 of these Rules.
4. The arbitral tribunal shall hear from the additional party of its comments on the past arbitral proceedings including the constitution of the arbitral tribunal. If the additional party requests to nominate or entrust an appointing authority to appoint arbitrators, the parties shall nominate or entrust an appointing authority to appoint arbitrators again.
5. The provisions concerning the submission of the Statement of Defense and the Statement of Counterclaim under these Rules shall apply to the additional party.
6. The arbitral tribunal has the power to decide not to join an additional party where the additional party is prima facie not bound by the arbitration agreement invoked in the arbitration, or where any other circumstance exists that makes the joinder inappropriate.

Article 24 Submission and Exchange of Arbitration Documents

1. All arbitration documents of the parties shall be submitted to the arbitral tribunal.
2. A party shall communicate to the other parties the arbitration documents that it has submitted to the arbitral tribunal; unless otherwise provided by the applicable law, the arbitration documents shall be communicated at the same time.
3. With the permission of the arbitral tribunal, the arbitration documents submitted by the parties may be submitted, in preference, by electronic means; the arbitral tribunal may, if it deems it necessary, require them to submit the same in paper form.

Article 25 Interim Measures

1. A party may apply to the arbitral tribunal or the people's court with jurisdiction for interim measures.
2. Interim measures include, but not limited to:
 - (a) Maintaining or restoring the status quo pending resolution of the dispute;

(b) Taking action to prevent, or avoiding action that would cause: current or imminent harm, or an impediment to the arbitral process itself;

(c) Providing a means of preserving property for the subsequent enforcement of the arbitral award;

(d) Preserving evidence that may be relevant and material to the resolution of the dispute.

3. Under the following circumstances, a party may apply for interim measures:

(a) Where a party's lawful rights and interests will be irreparable damaged if an application for preservation is not filed immediately under urgent circumstances;

(b) Where any evidence may be extinguished or may be hard to obtain at a later time.

4. The arbitral tribunal may, at the request of a party, grant interim measures it considers necessary and appropriate and has the authority to require the party requesting an interim measure to provide appropriate security in connection with the measure. The decision to take interim measures can be made through an arbitral tribunal ruling, an interim award, or any other method recognized by relevant law.

5. Upon application of any party, the arbitral tribunal, if it deems it necessary, may modify, suspend or terminate an interim measure it has granted.

6. The arbitral tribunal may require any party to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.

7. The party requesting an interim measure shall be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the arbitral proceedings.

8. A request for interim measures addressed by any party to the people's court shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Article 26 Production and Examination of Evidence

1. Each party shall have the burden of proving the facts on which it relies to support its claim, counterclaim, or defense.

2. The arbitral tribunal may specify a time period within which the parties shall produce evidence. The parties shall produce evidence within the specified time period. The arbitral tribunal may refuse to admit any evidence produced after the expiration of such time period.

3. A party wishing to call a witness or expert witness for clarification of specific facts or professional issues may submit an application to the arbitral tribunal and shall submit a written testimony before the oral hearing.
4. At any point during the arbitral proceedings, at the request of a party, the arbitral tribunal may require the other party to produce documents, exhibits or other evidence within such a period of time determined by the arbitral tribunal.
5. Where a case is examined by way of an oral hearing, the evidence shall be produced at the oral hearing and may be examined by the parties.
6. Where a case is to be decided on the basis of documents only, or where the evidence is submitted after the hearing and both parties have agreed to examine the evidence by means of writing, the parties may examine the evidence in writing. In such circumstances, the parties shall submit their written opinions on the evidence within the time period specified by the arbitral tribunal.
7. The arbitral tribunal has the authority to determine the legitimacy, authenticity, and relevance of the evidence offered.

Article 27 Oral Hearing and Trial by Written Declaration

1. The arbitral tribunal shall hold oral hearings unless the parties have agreed otherwise or the arbitral tribunal, with the consent of both parties, deems it unnecessary to hold oral hearings. Notice of oral hearing shall be served to both parties no later than fifteen (15) days in advance. A party may request a postponement of the oral hearing within five (5) days of its receipt of the notice of the oral hearing, and the arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. If both parties have agreed not to hold an oral hearing and have obtained permission from the arbitral tribunal, or if the arbitral tribunal deems an oral hearing unnecessary and has secured consent from both parties, the proceedings may be conducted on the basis of documents only. The failure of either party to submit arbitration documents shall not preclude the arbitral tribunal from rendering a decision based on the existing materials.
3. All arbitration documents submitted by one party to the arbitral tribunal shall be communicated to the other party. Any expert's reports, appraiser's reports, or evidence documents on which the arbitral tribunal may use in making decision or award shall also be communicated to all parties.
4. After consultation with the parties and taking into consideration of the circumstances of the case, the arbitral tribunal may, at its own discretion, decide to conduct the oral hearing in person, by remote virtual conference, or by other appropriate means of electronic communication.

Article 28 Default

1. If the Claimant fails to appear at an oral hearing without justified reasons, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the Claimant may be deemed to have withdrawn its application for arbitration; where the Respondent has filed a counterclaim, the arbitral tribunal shall proceed with the hearing of the counterclaim and make an award.

2. If the Respondent fails to appear at an oral hearing without justified reasons, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration in the absence of the Respondent and make an award; where the Respondent has filed a counterclaim, the Respondent may be deemed to have withdrawn its counterclaim.

Article 29 Expert's Report and Appraiser's Report

1. The arbitral tribunal may consult experts or appoint appraisers for clarification on specific issues of the case. Such an expert or appraiser may be a Chinese or foreign institution or natural person.

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

3. Copies of the report from expert(s) or appraiser(s) shall be communicated to the parties for their comments. At the request of either party or with the approval of the arbitral tribunal, the expert or appraiser shall attend the oral hearing and give explanations on the report when the arbitral tribunal considers it necessary.

Article 30 Court Assistance in Obtaining Evidence

Upon the application of a party or at the decision of the arbitral tribunal, a request may be made to the people's court with jurisdiction for assistance in obtaining evidence. The court may collect evidence pursuant to its rules of evidence.

Article 31 Withdrawal of Claim

1. A party may withdraw its claim or counterclaim in its respective 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 or due to relevant provisions of law.
3. The arbitral tribunal may make a decision on termination of the arbitral proceeding and dismissal of the case if the claim and counterclaim have been withdrawn in their entirety.
4. A claim that has been withdrawn may be resubmitted for arbitration in accordance with the arbitration agreement.

Article 32 Conciliation

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. The parties may also settle their dispute by themselves.
2. With consent of both parties, the arbitral tribunal may conciliate the case in a manner it considers appropriate.
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 reconciliation or settlement agreement where they have reached settlement through conciliation by the arbitral tribunal or by themselves.
5. When 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 award or issue a conciliation statement in accordance with the terms of the reconciliation or settlement agreement.
6. Should the parties request a conciliation statement, the conciliation statement shall clearly set forth the claims and the terms of the written reconciliation or settlement agreement, and it shall be signed by the arbitrators and served to both parties.
7. Where conciliation is not successful, the arbitral tribunal shall resume the arbitral proceedings and render an arbitral award.
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 33 Third-party Funding

1. Once a third-party funding agreement is concluded, the funded party shall communicate to the arbitral tribunal and the parties concerned, without any delay, the existence of the third-party funding arrangement, the financial interest therein, the name and address of the third party funder and other relevant information. The arbitral tribunal may order the funded party to disclose other relevant information of the funding if it deems necessary.
2. When deciding the costs of arbitration and other fees in the award, the arbitral tribunal may take into account of the existence of the third-party funding arrangement and the fact whether the requirements set forth in the preceding paragraph 1 are complied with by the funded party.

Article 34 Early Dismissal

1. Any party may request for the early dismissal of a claim or counterclaim in whole or in part on the ground that the claim or counterclaim is manifestly without legal merit, or is manifestly outside the jurisdiction of the arbitral tribunal (hereinafter referred to as the "Request for Early Dismissal").
2. A Request for Early Dismissal shall be in writing and shall state its factual and legal grounds. The arbitral tribunal may require the requesting party to provide justification for the request and to demonstrate that the early dismissal process will expedite the entire arbitration proceedings, thereby preventing the abuse of the request to prolong the arbitration proceedings. A Request for Early Dismissal by the parties shall not prevent the arbitral tribunal from proceeding with the arbitration.
3. Unless otherwise decided by the arbitral tribunal, a Request for Early Dismissal shall be made as early as possible and 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 a Request for Early Dismissal after inviting the parties to express their views.
5. The arbitral tribunal shall render a decision or an award on the request for early dismissal with reasons stated within forty-five (45) days from the date on which such request is made. At the request of the parties, the arbitral tribunal may extend the period of time if it considers such extension justified and necessary.
6. Where the arbitral tribunal renders an award granting the Request for Early Dismissal, in whole or in part, such award shall not prevent the arbitral tribunal from continuing the hearing of other claims and counterclaims, if any.

Article 35 Suspension of Arbitral Proceedings

1. The arbitral proceedings may be suspended where the parties jointly or separately request the suspension of the arbitral proceedings, or when other circumstances necessitating the suspension arise.
2. The arbitration proceedings shall resume as soon as the reason for the suspension disappears or the suspension period ends.
3. The suspension and resumption of the arbitral proceedings shall be determined by the arbitral tribunal.

Article 36 Termination of Arbitral Proceedings

Prior to the rendering of an award, the arbitral tribunal may decide to terminate the arbitral proceedings under the following circumstances:

- (a) Upon request by the parties;
- (b) Upon the arbitral tribunal soliciting the opinions of both parties, where the parties fail to submit written representations within the prescribed time limit indicating the need for further evidence or written arguments;
- (c) When a witness or an expert is required to testify but fails to appear; or
- (d) In the event that the arbitral proceedings cannot continue.

Provided that the arbitral tribunal considers it necessary, it may decide to re-enter the arbitral proceedings prior to rendering the award.

Section V. Arbitral Award

Article 37 Time Period for Rendering Award

1. The arbitral tribunal shall render an arbitral award within four (4) months from the date of its constitution; in cases involving foreign elements, the award shall be rendered within six (6) months.
2. The arbitral tribunal may extend the time period as it has justifiable and necessary reasons.
3. The time period of suspension of the proceedings shall be excluded when calculating the time period for rendering award.

Article 38 Making of Award

1. The arbitral tribunal shall independently and impartially render a fair and reasonable arbitral award based on the facts of the case and the terms of the contract, in accordance with the law, and with reference to international practices.
2. Where the parties have agreed on the law applicable to the merits of their dispute, the parties' agreement shall prevail. In the absence of such agreement or where such agreement is in conflict with a mandatory provision of the law, the arbitral tribunal shall decide on the applicable substantive law or principles of law.
3. Upon express authorization from the parties, the arbitral tribunal may render decisions in accordance with the principles of fairness, good faith or amicable arbitration.
4. The arbitral tribunal shall state in the award the claims for arbitration, the facts of the dispute, the reasons on which the award is based, the result of the award, the allocation of arbitration fees, and the date on which and the place at which the award is made. The facts of the dispute and the reasons on which the award is based may not be stated in the award if the parties have so agreed, or if the award is made in accordance with the terms of a settlement agreement between the parties. The arbitral tribunal has the power to fix in the award the specific time period for the parties to perform the award and the liabilities for failure to do so within the specified time period.
5. Where a case is examined by an arbitral tribunal composed of three arbitrators, the award shall be rendered by all three arbitrators or a majority of the arbitrators. A written dissenting opinion shall be kept with the file and may be appended to the award. Such dissenting opinion shall not form part of the award.
6. In the event that a majority opinion cannot be reached by the arbitral tribunal, the award shall be made in accordance with the chief arbitrator's opinion. The written opinions of the other arbitrators shall be kept with file appended to the award. Such written opinions shall not form part of the award.
7. In arbitration proceedings with one arbitrator, the award shall be signed by the sole arbitrator. In arbitration proceedings involving more than one arbitrator, the signature of all members of the arbitral tribunal or a majority thereof shall suffice. An arbitrator's electronic signature holds the same validity as a handwritten signature.
8. The date on which the award is made shall be the date on which the award comes into legal effect.
9. The arbitral award is final and binding upon both parties.
10. The arbitral award shall be delivered to the parties in hard copies. Subject to the agreement or consent of the parties, the arbitral award may be delivered to the parties in electronic form.

Article 39 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 any part of the claim before rendering the final award. A partial award is final and binding upon both parties.
2. Failure of either party to perform a partial award shall neither affect the arbitral proceedings nor prevent the arbitral tribunal from making the final award.

Article 40 Correction or Additional Award

1. Within thirty (30) days after the receipt of the arbitral award, a 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, or making an additional award for any omissions. Where such an error or omission does exist in the award, the arbitral tribunal shall make the correction in writing or render an additional award within thirty (30) days of its receipt of the written request.
2. Within a reasonable time after the award is made, the arbitral tribunal may, on its own initiative, make corrections in writing of any clerical, typographical or calculation errors, or any errors of similar nature, or make an additional award on any omissions in the award.
3. The aforesaid written corrections shall form part of the arbitral award and shall be subject to provisions of paragraph 4 to 10 of article 38 under these Rules.

Article 41 Performance of Award

1. The parties should perform the arbitral award within the time period specified in the award. If no time period is specified in the award, the parties shall perform the award immediately.
2. Where a party fails to perform the award, the other party may apply to a competent court for enforcement of the award in accordance with the law.

Section VI Fees

Article 42 Arbitration Fees

1. The remuneration and expenses of the arbitrators shall be reasonable, taking into account the amount in dispute, the complexity of the case, the time spent by the arbitrators, and any other relevant circumstances pertaining to the case.

2. The arbitration fees include the remuneration of arbitrators and the reasonable actual expenses required for the administration of ad hoc arbitral proceedings and the conduct of the arbitral tribunal in handling the case, including: (a) Costs of providing conference and court services, including but not limited to providing courtrooms, audio and video recording facilities, arranging for translation/interpretation, making court transcripts, and assisting with secretarial or clerical tasks; (b) Expenses for travel, accommodation, and lodging for arbitrators in handling the case, as well as the expenses for the arbitral tribunal to engage experts, appraisers, and translators/interpreters; (c) Costs of providing other procedural assistance as deemed appropriate by the appointing authority.

3. After its constitution, the arbitral tribunal shall promptly inform the parties of the proposal and corresponding calculation method for determining fees and costs, including any rates the tribunal intends to apply. Within fifteen (15) days after receipt of the proposal, either party may submit the proposal for review by the appointing authority. Within thirty (30) days of receipt of such a request for review, the appointing authority, if it finds any inconsistencies between the proposal of the arbitral tribunal and the paragraph 1 of this article, shall make any necessary adjustments thereto, and the adjustments shall be binding upon the arbitral tribunal.

4. The parties shall pay the arbitration fees to the arbitral tribunal or the appointing authority prior to the commencement of proceedings, and the arbitral tribunal may determine the proportion of the allocation of arbitration fees. When a party fails to pay the arbitration fees prior to the commencement of proceedings, the other party may make the payment on its behalf. Upon successful payment, the arbitral tribunal shall proceed with the arbitration proceedings. If the parties refuse to pay the fees, the arbitral tribunal may decide to suspend or terminate the arbitration proceedings. The ultimate bearer and proportion of the allocation of arbitration fees shall be determined by the arbitral tribunal in the closing documents.

5. The arbitral tribunal may administer the arbitration fees on its own, or it may entrust a professional institution or a professional person to administer the arbitration fees.

Article 43 Allocation of Fees

1. The arbitral tribunal has the power to determine in the arbitral award the arbitration fees and other actual expenses to be paid by the parties.

2. The arbitral tribunal has the authority to decide in the arbitral award, having regard to 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 in pursuing the case are reasonable, the

arbitral tribunal shall take into account various factors such as the outcome and complexity of the case, the actual workload of the winning party and/or its representative(s), and the amount in dispute, etc.

Article 44 Supplementary Provisions

1. Chinese is the original language of these Rules. In the event of any discrepancy or inconsistency between the Chinese version and the version in any other language, the Chinese version shall prevail.
2. These Rules shall be effective as of July 1, 2024.
3. The power of interpretation of these Rules shall be vested in the Hainan Arbitration Association.

Appendix I: HFTP Expedited Arbitration Rules

Section I Scope of Application

Article 1

Where parties to a case falling within the scope of application of the "HFTP Ad Hoc Arbitration Rules" have agreed that disputes between them shall be referred to arbitration under the "HFTP Expedited Arbitration Rules" (hereinafter referred to as "Expedited Rules"), such disputes shall be settled in accordance with the Expedited Rules, and if there is no provision in the Expedited Rules, the "HFTP Ad Hoc Arbitration Rules" shall apply.

Article 2

1. The parties who have not previously opted for the Expedited Rules may choose to apply the Expedited Rules during the proceedings under the "HFTP Ad Hoc Arbitration Rules", or they may agree that the Expedited Rules shall no longer apply to the arbitration after selecting the Expedited Rules.
2. At the request of a party, the arbitral tribunal may, in exceptional circumstances and after inviting the parties to express their views, determine that the Expedited Rules shall no longer apply to the arbitration. The arbitral tribunal shall state the reasons upon which that determination is based.
3. When the Expedited Rules no longer apply to the arbitration pursuant to paragraph 1 or 2 of this article, the arbitral tribunal shall remain in place and conduct the arbitration in accordance with the "HFTP Ad Hoc Arbitration Rules".

Section II Conduct of the Parties and the Arbitral Tribunal

Article 3

1. The parties shall act expeditiously throughout the proceedings.
2. The arbitral tribunal shall conduct the proceedings expeditiously taking into account the fact that the parties agreed to refer their dispute to expedited arbitration and the time frames specified in the Expedited Rules.
3. The arbitral tribunal may, after inviting the parties to express their views and taking into account the circumstances of the case, utilize any technological means as it considers appropriate to conduct the proceedings, including to communicate with the parties and to hold consultations and oral hearings remotely.

Section III Notice of Arbitration and Request for Arbitration

Article 4

1. A Notice of Arbitration shall include:
 - (a) A proposal for the designation of an appointing authority, unless the parties have previously agreed thereon; and
 - (b) A proposal for the nomination of arbitrators.
2. When communicating the Notice of Arbitration to the Respondent, the Claimant shall also communicate its Request for Arbitration.
3. The Claimant shall communicate the Notice of Arbitration and the Request for Arbitration to the arbitral tribunal as soon as it is constituted.

Section IV Response to the Notice of Arbitration and Statement of Defense

Article 5

1. Within fifteen (15) days of the receipt of the Notice of Arbitration, the Respondent shall communicate to the Claimant a Response to the Notice of Arbitration, which shall also include responses to the information set forth in the Notice of Arbitration pursuant to article 4(1)(a) and (b) of the Expedited Rules.
2. The Respondent shall communicate its Statement of Defense to the Claimant and the arbitral tribunal within fifteen (15) days after the constitution of the arbitral tribunal.

Section V Appointing Authority

Article 6

1. If the parties have not agreed on the choice of an appointing authority within fifteen (15) days after receiving a proposal for the designation of an appointing authority, any party may request the Hainan Arbitration Association (HNAA) to designate the appointing authority or to serve as appointing authority. If HNAA is requested to act as the appointing authority, HNAA may serve as the appointing authority itself or designate other appointing authority, as the case may be.
2. When making the request under article 5(5) of the "HFTP Ad Hoc Arbitration Rules", a party may request HNAA to serve as appointing authority.
3. If requested to serve as the appointing authority in accordance with paragraph 1 or 2 of this article, HNAA will serve as the appointing authority unless it determines that in view of the circumstances of the case, it is more appropriate to designate an appointing authority.

Section VI Number of Arbitrators

Article 7

Unless otherwise agreed by the parties, generally there shall be a sole arbitrator.

Section VII Appointment of a Sole Arbitrator

Article 8

1. A sole arbitrator shall be appointed jointly by the parties.
2. If the parties have not reached agreement on the appointment of a sole arbitrator within fifteen (15) days after receiving the proposal, a sole arbitrator shall, at the request of a party, be appointed by the appointing authority in accordance with article 13 of the "HFTP Ad Hoc Arbitration Rules".

Section VIII Consultation with the Parties

Article 9

The arbitral tribunal shall, within fifteen (15) days of its constitution, promptly engage in consultations with the parties through a case management conference or otherwise on the manner in which the arbitration will be conducted.

Section IX Discretion of the Arbitral Tribunal with Regard to Time Periods

Article 10

Subject to article 16 of the Expedited Rules, the arbitral tribunal may at any time, after inviting the parties to express their views, extend or shorten any period of time prescribed under the "HFTP Ad Hoc Arbitration Rules" and the Expedited Rules or agreed by the parties.

Section X Hearings

Article 11

The arbitral tribunal has the authority to decide not to hold hearings after the parties are invited to express their views and if no party requests hearing.

Section XI Counterclaims or Claims for the Purpose of Set-off

Article 12

1. A counterclaim or a claim for the purpose of a set-off shall be made at the latest in the Statement of Defense provided that the arbitral tribunal has jurisdiction over it.
2. The Respondent may not make a counterclaim or rely on a claim for the purpose of a set-off at a later stage in the arbitral proceedings, unless the arbitral tribunal considers it appropriate to allow such claim having regard to the delay in making it or prejudice to other parties or any other circumstances.

Section XII Amendments and Supplements to Request for Arbitration or Statement of Defense

Article 13

During the course of the arbitral proceedings, a party may not amend or supplement its Request for Arbitration or Statement of Defense, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it appropriate to allow such

amendment or supplement having regard to when it is requested or prejudice to other parties or any other circumstances. However, a Request for Arbitration or Statement of Defense, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that their amended or supplemented version falls outside the jurisdiction of the arbitral tribunal.

Section XIII Further Written Statements

Article 14

The arbitral tribunal may, after inviting the parties to express their views, decide whether to require any further written statements from the parties or whether the parties may submit such statements.

Section XIV Evidence

Article 15

1. The arbitral tribunal may decide which documents, exhibits or other evidence the parties should produce. The arbitral tribunal may reject any request, unless made by all parties, for the establishment of a procedure enabling one party to request the other party to produce documents.

2. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, shall be presented in writing and signed by the witnesses themselves.

3. Should a hearing take place, the arbitral tribunal has the discretion to decide whether the witnesses and/or expert witnesses shall testify in court or online.

Section XV Time Period for Making the Award

Article 16

1. The arbitral award shall be made within two (2) months from the date of the constitution of the arbitral tribunal unless otherwise agreed by the parties.

2. The arbitral tribunal may, in exceptional circumstances and after inviting the parties to express their views, extend the period of time established in accordance with paragraph

1. The extended period of time shall not exceed a total of four (4) months from the date of the constitution of the arbitral tribunal.

3. If the arbitral tribunal concludes that it is at risk of not rendering an award within four (4) months from the date of the constitution of the arbitral tribunal, it shall propose a final extended time limit, state the reasons for the proposal, and invite the parties to express their views within a fixed period of time. The extension shall be adopted only if all parties express their agreement to the proposal within the fixed period of time.

4. If there is no agreement to the extension in paragraph 3, any party may make a request that the Expedited Rules no longer apply to the arbitration. After inviting the parties to express their views, the arbitral tribunal may determine to continue to conduct the arbitration in accordance with the "HFTP Ad Hoc Arbitration Rules".