



北京仲裁委员会
Beijing Arbitration Commission
北京国际仲裁中心
Beijing International Arbitration Center

ARBITRATION RULES

Revised and adopted at the Fourth Meeting of the Sixth
Session of the Beijing Arbitration Commission on July 9, 2014,
and effective as of April 1, 2015



北京仲裁委员会
Beijing Arbitration Commission
北京国际仲裁中心
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Recommended BAC/BIAC Model Clause

All disputes arising from or in connection with this contract shall be submitted to Beijing Arbitration Commission/Beijing International Arbitration Centre for arbitration in accordance with its rules of arbitration. The arbitral award is final and binding upon both parties.



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Arbitration Rules

Effective as of April 1, 2015

TABLE OF CONTENTS

Chapter I: General Provisions	1
Article 1: The Beijing Arbitration Commission	1
Article 2: Scope of Application	2
Article 3: Waiver of Right to Object	2
Chapter II: Arbitration Agreements	3
Article 4: Definition and Form of Arbitration Agreements	3
Article 5: Separability of Arbitration Agreements	3
Article 6: Objection to Jurisdiction	4
Chapter III: Application for Arbitration, Defence and Counterclaim	4
Article 7: Application for Arbitration	4
Article 8: Acceptance	6
Article 9: Notice of Arbitration	6
Article 10: Defence	6
Article 11: Counterclaim	7
Article 12: Amendments to Claim or Counterclaim	8
Article 13: Joinder of Additional Parties	8
Article 14: Claims between Multiple Parties	9
Article 15: Submission of Documents and Number of Copies	9
Article 16: Preservation Measures	10
Article 17: Representation	10

Chapter IV: The Arbitral Tribunal	11
Article 18: Panel of Arbitrators	11
Article 19: Composition of the Arbitral Tribunal	11
Article 20: Notice of Constitution of the Arbitral Tribunal	13
Article 21: Disclosure by Arbitrators	13
Article 22: Challenge to the Arbitrator	13
Article 23: Replacement of the Arbitrator	15
Chapter V: The Arbitral Proceedings	16
Article 24: Mode of Proceeding	16
Article 25: Confidentiality	16
Article 26: Seat of Arbitration	16
Article 27: Place of Hearing	17
Article 28: Concurrent Hearings	17
Article 29: Consolidation of Arbitrations	18
Article 30: Notice of Hearing	18
Article 31: Default	18
Article 32: Production of Evidence	19
Article 33: Investigation and Collection of Evidence by Arbitral Tribunal	20
Article 34: Appraisal	20
Article 35: Procedural Orders	21
Article 36: Examination of Evidence	22
Article 37: Assessment of Evidence	22
Article 38: Presentation of Arguments	22
Article 39: Closing Statements	23
Article 40: Record of Hearing	23
Article 41: Withdrawal of an Application for Arbitration and Dismissal of a Case	24

Article 42: Conciliation by the Tribunal	24
Article 43: Independent Conciliation	25
Article 44: Suspension and Resumption of Arbitral Proceedings	26
Article 45: Continuation of the Arbitral Proceedings with Majority of the Arbitral Tribunal	26
Chapter VI: Decisions and Awards	27
Article 46: Decisions on Procedural Matters	27
Article 47: Time Limit for Rendering the Award	27
Article 48: Rendering the Award	27
Article 49: Partial Award and Interim Award	28
Article 50: Validity and Performance of the Award	29
Article 51: Allocation of Costs	29
Article 52: Correction of the Award and Supplementary Award	30
Chapter VII: Expedited Procedure	30
Article 53: Scope of the Application of Expedited Procedure	30
Article 54: Composition of the Arbitral Tribunal	31
Article 55: Time Limit for Defence and Counterclaim	31
Article 56: Notice of Hearing	32
Article 57: Expedited Procedure Converted into Ordinary Procedure	32
Article 58: Time Limit for Rendering the Award	33
Article 59: Reference to other Provisions of the Rules	33
Chapter VIII: Special Provisions for International Commercial Arbitration	34
Article 60: Scope of Application of this Chapter	34
Article 61: Arbitration Fees	34
Article 62: Interim Measures	34

Article 63: Emergency Arbitrator	35
Article 64: Composition of the Arbitral Tribunal	36
Article 65: Defence and Counterclaim	37
Article 66: Notice of Hearing	37
Article 67: Conciliation by the Tribunal	38
Article 68: Time Limit for Rendering the Award	38
Article 69: Applicable Law	38
Chapter IX: Supplementary Provisions	39
Article 70: Calculation of Time Limits	39
Article 71: Service	40
Article 72: Language	40
Article 73: Interpretation of the Rules	41
Article 74: Official Versions of the Rules	41
Article 75: Implementation of the Rules	41

Annex 1:

Case Acceptance Fee Schedule of the Beijing Arbitration Commission and Case Handling Fee Schedule of the Beijing Arbitration Commission	42
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Annex 2:

Arbitration Fee Schedule for International Commercial Arbitration	46
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Annex 3:

Schedule of Fees for Appointing Emergency Arbitrators and Applications to Emergency Arbitrators for Interim Measures	50
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Beijing Arbitration Commission Arbitration Rules

Effective as of April 1, 2015

Chapter I: General Provisions

Article 1: The Beijing Arbitration Commission

(1) The Beijing Arbitration Commission (**the “BAC”**) is an arbitral institution, registered in Beijing, China, to resolve contractual disputes and other disputes over property rights and interests between natural persons, legal persons and other organisations.

(2) The BAC is also known as the Beijing International Arbitration Center (**the “BIAC”**). Where the parties designate the BIAC as the arbitral institution in their arbitration agreement [Article 4(1)], the arbitration shall be administered by the BAC.

(3) The Chairman of the BAC (**the “Chairman”**) or, with the authorisation of the Chairman, one of the Vice-Chairmen or the Secretary-General of the BAC, shall perform the functions and duties vested in the Chairman by the BAC Arbitration Rules (**the “Rules”**).

(4) The Secretariat of the BAC (**the “Secretariat”**) shall handle the day-to-day affairs of the BAC. For each case, the Secretariat shall designate a member of its staff as the case manager (**the “Case Manager”**), who shall attend to the procedural administration and the provision of services relating to the case.

Article 2: Scope of Application

(1) The Rules shall apply where the parties have agreed to submit their dispute to the BAC for arbitration. Where the parties have agreed on certain procedural matters or the application of a different set of arbitration rules, their agreement shall prevail, unless the agreement is unenforceable or in conflict with the mandatory rules of law of the seat of arbitration. Where the parties have agreed on the application of a different set of arbitration rules, the BAC shall perform the corresponding administrative functions and duties.

(2) Where the parties have agreed to apply the Rules, but have not designated an arbitral institution, they shall be deemed to have agreed to submit their disputes to the BAC for arbitration.

(3) In respect of any matters not expressly provided for in the Rules, the BAC may administer and the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, to ensure the efficient and fair resolution of disputes between the parties.

(4) When applying the Rules, the BAC, the Arbitral Tribunal, the parties and their representatives shall act in accordance with the principles of good faith, collaboration, and appropriate resolution of the dispute.

Article 3: Waiver of Right to Object

A party who knows or ought reasonably to know of a failure to comply with any provision of the Rules or any term of the arbitration agreement, but nevertheless takes part in or continues to take part in the arbitral proceedings without promptly raising its objection to such non-compliance in writing to the BAC or the Arbitral Tribunal, shall be deemed to have waived its right to object to such non-compliance.

Chapter II: Arbitration Agreements

Article 4: Definition and Form of Arbitration Agreements

(1) An arbitration agreement is an agreement by the parties to submit any dispute which has arisen or which may arise from or in connection with an arbitrable legal relationship between the parties to arbitration [Article 1(1)]. An arbitration agreement may take the form of an arbitration clause included in a contract or any other written arbitration agreement.

(2) An arbitration agreement shall be in written form. “Written form” includes, but is not limited to, contractual instruments, letters and electronic data messages (including telexes, facsimiles, electronic data interchange, and e-mails), and any other form where the contents are retrievable.

(3) Where, during exchange of the Application for Arbitration [Article 7(1)(b)] and the Statement of Defence [Article 10(1)(a)], one party asserts the existence of an arbitration agreement but the other party does not deny this, a written arbitration agreement between the parties shall be deemed to exist.

Article 5: Separability of Arbitration Agreements

An arbitration agreement shall be independent of the contract in which it is contained. The validity of the arbitration agreement shall be determined separately, and shall not be affected by the fact that the contract has been concluded, modified, terminated, rescinded or avoided, or is null and void, no longer effective or not yet in force.

Article 6: Objection to Jurisdiction

(1) If a party objects to the existence or validity of an arbitration agreement [Article 4 and 5] or to jurisdiction, it may raise an objection to jurisdiction with the BAC. Any objection shall be raised in writing before the first hearing. Where the parties have agreed to a documents-only arbitration [Article 24(2)], any written objection shall be raised within the time limit for the submission of the defence [Article 10(1)].

(2) If a party fails to raise any objection to jurisdiction pursuant to Article 6(1), it shall be deemed to have accepted that the BAC has jurisdiction.

(3) The raising of any objection to jurisdiction by any party with the BAC shall not affect the progress of arbitral proceedings.

(4) The BAC, or the Arbitral Tribunal as authorised by the BAC, may determine an objection as to jurisdiction. The Arbitral Tribunal may make its decision on jurisdiction either during the arbitral proceedings or in the arbitral award.

(5) Where the BAC, or the Arbitral Tribunal as authorised by the BAC, determines that it has no jurisdiction, an order for dismissal of the case shall be made by the Arbitral Tribunal, or if no Arbitral Tribunal has been constituted, by the BAC.

Chapter III: Application for Arbitration, Defence and Counterclaim

Article 7: Application for Arbitration

(1) A party applying for arbitration (the “**Claimant**”) shall submit:

- (a) the arbitration agreement;
- (b) its application for arbitration (the “**Application for Arbitration**”), containing the following information:
 - (i) the names, addresses, postcodes, telephone numbers, facsimile numbers, email addresses and details of any other effective means of communication with the Claimant and the Respondent; where a party concerned is a legal person or other organisation, the name, position, address, postcode, telephone number, facsimile number, email address and details of any other effective means of communication with the legal representative or the person in charge;
 - (ii) its claim for relief (the “**Claim**”), and the facts and grounds on which the Claim is based;
- (c) the evidence and/or other supporting documents on which the Application for Arbitration is based; and
- (d) proof of the Claimant’s identity.

(2) The Claimant shall deposit an advance on the arbitration fees in accordance with the provisions of the Case Acceptance Fee Schedule of the *Beijing Arbitration Commission* and the *Case Handling Fee Schedule of the Beijing Arbitration Commission* [Annex 1]. Where the amount in dispute is not specified in the Application for Arbitration, the BAC shall determine the amount in dispute or the amount of the arbitration fees that shall be deposited in advance.

(3) If a party experiences difficulties with depositing the required advance on the arbitration fees, it may apply to the BAC for an extension of time, and the BAC shall determine such application. If a party has neither deposited the required advance nor applied for an extension of time, or has failed to deposit the full amount of the advance on arbitration fees within an extended time limit granted by the BAC, it shall be deemed not to have submitted or to have withdrawn its Application for Arbitration, as the case may be.

Article 8: Acceptance

(1) After receiving the Application for Arbitration [Article 7], the BAC shall, if it finds that the requirements for acceptance have been met, accept the Application for Arbitration within 5 days from the date of deposit by the Claimant of its advance on the arbitration fees.

(2) Where the Application for Arbitration does not comply with the requirements of Article 7(1), the Claimant shall rectify it within the time limit specified by the BAC, failing which the Claimant shall be deemed not to have submitted an Application for Arbitration.

(3) The arbitral proceedings shall be deemed to commence on the date of acceptance of the Application for Arbitration by the BAC.

Article 9: Notice of Arbitration

Within 10 days of the acceptance of the Application for Arbitration, the BAC shall send to the Claimant a notice of acceptance (**the “Notice of Acceptance”**), a copy of the Rules, and a list of the BAC’s Panel of Arbitrators [Article 18] (**the “Panel of Arbitrators”**). The BAC shall send to the Respondent a request for submission of the defence (**the “Request for Submission of Defence”**), as well as a copy of the Application for Arbitration, together with its attachments, a copy of the Rules and a list of the Panel of Arbitrators.

Article 10: Defence

(1) Within 15 days of receiving the Request for Submission of Defence, the Respondent shall submit:

(a) its statement of defence (**the “Statement of Defence”**), containing the following information:

(i) the name, address, postcode, telephone number, facsimile number, email address and details of any other effective means of

communication with the Respondent; where a party concerned is a legal person or other organisation, the name, position, address, postcode, telephone number, facsimile number, email address and details of any other effective means of communication with the legal representative or the person in charge;

(ii) its defence to the Claim, and the facts and grounds on which the defence is based;

(b) the evidence and/or other supporting documents on which the defence is based; and

(c) proof of the Respondent’s identity.

(2) Within 10 days of receiving the Statement of Defence, the BAC shall send to the Claimant a copy of the Statement of Defence, together with its attachments.

(3) Failure by the Respondent to submit its Statement of Defence shall not affect the progress of the arbitral proceedings.

Article 11: Counterclaim

(1) The Respondent shall file its counterclaim (**the “Counterclaim”**), if any, by submitting a written application for counterclaim (**the “Application for Counterclaim”**) within 15 days from the date of receiving the Request for Submission of Defence. If the Counterclaim is raised after the expiration of the time limit (**a “late Counterclaim”**), the decision on whether or not to accept a late Counterclaim shall be made by the Arbitral Tribunal, or if no Arbitral Tribunal has been constituted, by the BAC.

(2) When determining whether or not to accept a late Counterclaim, the BAC or the Arbitral Tribunal, as the case may be, shall take into account the necessity to hear the late Counterclaim and the Claim at the same time in a single arbitration, the extent of the delay in lodging the Application for Counterclaim, unnecessary delay that will be caused to the arbitral proceedings and any other relevant factors.

(3) The provisions of Articles 7 and 8 of the Rules shall apply *mutatis mutandis* to the submission and acceptance of the Counterclaim.

(4) Within 10 days of accepting the Counterclaim, the BAC shall send to the Claimant a request for submission of its defence to the Respondent's Counterclaim (the "Request for Submission of Defence to Counterclaim"), as well as the Application for Counterclaim together with its attachments.

(5) The provisions of Article 10 shall apply to submission by the Claimant of its statement of defence to the Counterclaim (**the "Statement of Defence to Counterclaim"**).

(6) Any other matters concerning the Counterclaim which are not expressly provided for in these Rules shall be dealt with by reference to provisions concerning the Application for Arbitration [Article 7], insofar as they are relevant.

Article 12: Amendments to Claim or Counterclaim

(1) A party may apply to amend its Claim or Counterclaim. The application to amend (**the "Application to Amend"**) shall be in writing and will be determined by the Arbitral Tribunal or, if no Arbitral Tribunal has been constituted, by the BAC.

(2) Where an Application to Amend is unreasonably delayed and may adversely affect the ordinary course of the arbitral proceedings, the BAC or the Arbitral Tribunal may refuse such amendment.

(3) The provisions of Articles 7 to 10 of the Rules shall apply *mutatis mutandis* to the submission of, acceptance of and response to an Application to Amend.

Article 13: Joinder of Additional Parties

(1) Before the Arbitral Tribunal is constituted, the parties may

apply to join an additional party to the arbitration under the same arbitration agreement, subject to approval by the BAC.

(2) A party applying to join an additional party to the arbitration shall submit an application for arbitration against the additional party (the "Application for Joinder"). The provisions of Articles 7 to 10 of the Rules shall apply *mutatis mutandis* in respect of the content of such application, its acceptance and the submission of a defence.

(3) No Application for Joinder will be accepted after the Arbitral Tribunal has been constituted, unless the Claimant, the Respondent and the party to be joined otherwise agree.

Article 14: Claims between Multiple Parties

(1) Where there are two or more Claimants or Respondents in a single arbitration, or any additional party is joined to the arbitration [Article 13], any party may raise claims against any other party under the same arbitration agreement. The decision on whether or not to accept such claims shall be made by the Arbitral Tribunal, or if no Arbitral Tribunal has been constituted, by the BAC.

(2) The provisions of Articles 7 to 10 and Article 12 shall apply *mutatis mutandis* to the submission and acceptance of, defence(s) to and amendment of claims raised under this Article.

Article 15: Submission of Documents and Number of Copies

(1) Unless otherwise agreed by the parties, the parties shall submit to the BAC documents in the arbitration, which the BAC shall forward to the Arbitral Tribunal and to the other parties. If the parties agree to submit documents in the arbitration directly to the Arbitral Tribunal, copies of such documents shall be filed with the BAC.

(2) The Application for Arbitration [Article 7], the Statement of Defence [Article 10], the Application for Counterclaim [Article 11],

evidence and any other written documents shall be submitted in quintuplicate. Where there are more than two parties, additional copies shall be provided accordingly. If the Arbitral Tribunal comprises a sole arbitrator, the number of copies shall be reduced by two.

Article 16: Preservation Measures

(1) In the event that enforcement of any award is likely to become difficult or if any other detriment is likely to be caused to one party as a result of the conduct of the other party or of the existence of any other relevant factors, a party may apply for an order to preserve property or assets of the other party's, or to require that party to take or to refrain from taking certain actions.

(2) A party may apply for an order to preserve evidence if there is a risk that such evidence might be lost, destroyed or might subsequently become difficult to obtain.

(3) Where a party submits an application to the BAC under Article 16(1) or (2), the BAC shall forward the application to the competent court for determination.

(4) In urgent circumstances, such as where a party's lawful rights and interests would be irreparably damaged, or evidence might be lost, destroyed or subsequently become difficult to obtain if no preservation measure is applied for immediately, a party may file an application for preservation measures before submitting its Application for Arbitration under Article 7.

Article 17: Representation

Where a party engages one or more representatives for the arbitration, it shall submit to the BAC a power of attorney setting out the matters specifically entrusted to each representative and the scope of each representative's authority.

Chapter IV: The Arbitral Tribunal

Article 18: Panel of Arbitrators

The BAC shall establish a Panel of Arbitrators. The parties shall choose arbitrators from the Panel of Arbitrators maintained by the BAC.

Article 19: Composition of the Arbitral Tribunal

(1) Unless otherwise agreed by the parties or provided for in the Rules, the Arbitral Tribunal shall comprise 3 arbitrators.

(2) Within 15 days of receiving the Notice of Arbitration [Article 9], each party shall nominate or request the Chairman to appoint an arbitrator from the Panel of Arbitrators [Article 18]. If a party fails to nominate an arbitrator or fails to request the Chairman to appoint an arbitrator within the time limit, the arbitrator shall be appointed by the Chairman.

(3) Within 15 days of receiving by the Respondent of the Notice of Arbitration, the parties shall jointly nominate or jointly request the Chairman to appoint the presiding arbitrator. The parties may each nominate between 1 and 3 arbitrator(s) as candidate(s) for the role of presiding arbitrator within the time limit. Where the parties agree or make an application to the BAC, the BAC may also provide a list of between 5 and 7 candidates from which the parties may each select between 1 and 4 candidates within the time limit fixed by Article 19(2) as the presiding arbitrator. Where there is only one common candidate on both parties' lists for nomination or selection, that candidate shall be deemed to have been jointly nominated by both parties as presiding arbitrator. If there are two or more common candidates, the Chairman shall, taking into consideration the particular circumstances of the case, appoint one of those candidates as the presiding arbitrator, who shall be deemed to have been jointly nominated by the parties. If there

are no common candidates, the Chairman shall appoint an arbitrator who is not on the list of nomination or the list of selection as the presiding arbitrator, as the case may be.

(4) If the parties fail to nominate the presiding arbitrator jointly, in accordance with Article 19(2) and (3), the presiding arbitrator shall be appointed by the Chairman.

(5) Where there are two or more Claimants or Respondents, each set of Claimants or Respondents shall, by agreement, jointly nominate or jointly request the Chairman to appoint an arbitrator. If no joint nomination or joint request has been made within 15 days of receiving the Notice of Arbitration by the last party, the Chairman shall then appoint the arbitrator.

(6) In the event of a joinder [Article 13], the joined party shall nominate the arbitrator jointly with either the Claimant or the Respondent, as the case may be. If no such a nomination has been made, all members of the Arbitral Tribunal shall be appointed by the Chairman.

(7) Where a party nominates an arbitrator who resides outside Beijing, that party shall bear the necessary travel and accommodation expenses incurred by that arbitrator for hearing the case. If that party has not deposited the advance on such expenses within the period specified by the BAC [Article 7(2)], it shall be deemed not to have nominated that arbitrator. In this event, the Chairman may appoint another arbitrator for that party in accordance with this Article.

(8) Where an arbitrator declines to accept a party's nomination or is unable to participate in the arbitration, due to illness or any other relevant factors that may prevent him or her from performing an arbitrator's usual functions and duties, that party shall nominate another arbitrator within 5 days of receipt of notice of re-nomination (the "Notice of Re-nomination"). If that party fails to nominate another arbitrator within the time limit, the arbitrator shall be appointed by the Chairman.

Article 20: Notice of Constitution of the Arbitral Tribunal

Within 5 days of the constitution of the Arbitral Tribunal, the BAC shall notify the parties accordingly. The Case Manager [Article 1(4)] shall forward the case file to the Arbitral Tribunal promptly thereafter.

Article 21: Disclosure by Arbitrators

(1) Upon accepting appointment, each arbitrator shall sign a statement of independence and impartiality, a copy of which shall be forwarded to each party by the Case Manager.

(2) If, at any time, an arbitrator becomes aware of circumstances relating to either party or its authorised representatives, that are likely to lead any party to have reasonable doubts about his or her independence or impartiality, the arbitrator shall disclose such circumstances in writing.

(3) Within 10 days of receiving a written disclosure under Article 21(2), either party shall state in writing whether it intends to challenge the arbitrator.

(4) The provisions of Article 22(1), (2), (4), (5) and (6) shall apply to the challenge to an arbitrator on the basis of circumstances disclosed by the arbitrator under Article 21(2).

(5) A party who fails to challenge an arbitrator within the period of time specified in Article 22(3) shall not be permitted to challenge the arbitrator at a later time during the arbitral proceedings on the basis of the circumstances already disclosed by the arbitrator.

Article 22: Challenge to the Arbitrator

(1) A party may challenge any arbitrator on the basis of its reasonable doubts as to the independence or impartiality of the arbitrator.

(2) A challenge shall be made in writing and accompanied by the grounds of the challenge and supporting evidence.

(3) A challenge shall be raised before the first oral hearing. A challenge based on circumstances that become known after the first oral hearing may be raised prior to the closure of the final oral hearing. Without prejudice to Article 21(3), where no further oral hearing will be conducted, or in a documents-only arbitration, a challenge shall be raised within 10 days after the challenging party becomes aware of the circumstances giving rise to a challenge.

(4) The Case Manager shall promptly forward the application for challenge (the “**Application for Challenge**”) to the other party and to each member of the Arbitral Tribunal.

(5) Where a party challenges an arbitrator and the other party concurs with the challenge, or the challenged arbitrator withdraws voluntarily upon being informed of the challenge, that arbitrator shall no longer participate in the arbitration. Neither of these circumstances shall imply that the grounds on which the challenge is based are established.

(6) Unless Article 22(5) applies, the Chairman shall decide on the challenge. The decision of the Chairman shall be final. The Chairman may decide, according to the particular circumstances of the case and as a matter of discretion, whether or not to provide reasons for the decision.

(7) A party who, after becoming aware of the composition of the Arbitral Tribunal, appoints authorised representatives [Article 17] whose appointment may give rise to grounds for the challenge of any arbitrator, shall be deemed to have waived its right to challenge the arbitrator on those grounds; the right of the other party to challenge the arbitrator shall not, however, be affected. Additional costs resulting from any delay caused to the arbitral proceedings in these circumstances shall be borne by the party responsible for giving rise to the grounds for challenge.

Article 23: Replacement of the Arbitrator

(1) An arbitrator shall be removed if he or she becomes unable to conduct the arbitration as a result of death, or illness, or withdraws from the arbitration, or the Chairman decides that he or she is to withdraw from the arbitration [Article 22(6)], or is requested by all the parties to withdraw from the arbitration [Article 22(5)].

(2) An arbitrator may also be removed on the initiative of the Chairman if the Chairman decides that the arbitrator is prevented *de jure or de facto* from fulfilling his or her functions and duties as an arbitrator, or is not fulfilling his or her functions and duties as required by the Rules.

(3) Before making any decision pursuant to the provisions of Article 23(2), the Chairman shall provide the parties and all members of the Arbitral Tribunal with an opportunity to comment thereon in writing.

(4) If the arbitrator to be removed was nominated by a party, that party shall nominate a substitute arbitrator within 5 days of its receipt of the notice of removal. If the arbitrator to be removed was appointed by the Chairman, the Chairman shall appoint a substitute arbitrator. Within 5 days of such nomination or appointment of the substitute arbitrator, the BAC shall send a notice of reconstitution of the Arbitral Tribunal to the parties. After the reconstitution of the Arbitral Tribunal, either party may request the previous arbitral proceedings to be repeated and the Arbitral Tribunal shall determine whether such repetition is necessary. The Arbitral Tribunal may also, on its own initiative, decide whether and to what extent the previous arbitral proceedings shall be repeated. If the Arbitral Tribunal decides to repeat the arbitral proceedings in their entirety, the time limit provided for in Articles 47, 58 and 68 shall be recalculated from the date of the reconstitution of the Arbitral Tribunal.

Chapter V: The Arbitral Proceedings

Article 24: Mode of Proceeding

(1) The Arbitral Tribunal shall hold an oral hearing.

(2) If the parties agree on a documents-only arbitration, or if the Arbitral Tribunal considers an oral hearing unnecessary and the parties so agree, the Arbitral Tribunal may decide the arbitration on the basis of the documents submitted by the parties.

(3) Regardless of the mode of proceeding adopted, the Arbitral Tribunal shall treat the parties fairly and impartially and give each party a reasonable opportunity to make submissions and arguments.

Article 25: Confidentiality

(1) All arbitration hearings shall be conducted in private. If the parties agree on a public hearing, the arbitration hearing may proceed in public, except where the case involves state secrets, any third party's commercial secrets, or any relevant circumstances in which the Arbitral Tribunal considers that a public hearing is inappropriate.

(2) Where an arbitration is conducted in private, neither the parties, nor their authorised representatives, nor any witnesses, arbitrators, experts consulted by the Arbitral Tribunal and appraisers appointed by the Arbitral Tribunal, nor the staff of the BAC shall disclose to third parties any information concerning the arbitration, whether substantive or procedural.

Article 26: Seat of Arbitration

(1) Unless otherwise agreed by the parties, the seat of arbitration shall be the location of the BAC. The BAC may also determine the

seat of arbitration according to the particular circumstances of the case.

(2) The arbitral award shall be deemed to have been rendered at the seat of the arbitration.

Article 27: Place of Hearing

(1) Unless the parties otherwise agree, hearings shall be held at the BAC's premises.

(2) If the parties agree upon a hearing at any other location, the resulting additional costs shall be borne by the parties. The parties shall deposit an advance on such additional costs in accordance with the proportion agreed by them or decided upon by the Arbitral Tribunal within a period specified by the BAC. If such deposit is not made, the hearing shall be held at the BAC's premises.

Article 28: Concurrent Hearings

(1) The Arbitral Tribunal may, upon meeting all of the following conditions, order concurrent hearings:

- (a) the arbitrations concerned involve the same or related subject-matter;
- (b) a party applies for concurrent hearings with the consent of all other parties concerned; and
- (c) the composition of the Arbitral Tribunals in the arbitrations concerned is identical.

(2) The Arbitral Tribunal may, according to the particular circumstances of the case, decide on the detailed procedure for the arbitral proceedings as a result of its order.

Article 29: Consolidation of Arbitrations

(1) Where the parties so agree, or where one party applies and the BAC, in its discretion, considers it necessary, the BAC may decide to consolidate two or more arbitrations pending under the Rules into a single arbitration. Where an order for consolidation is made, arbitrations shall be consolidated into the arbitration that commenced first, unless otherwise agreed by the parties.

(2) In deciding whether or not to order consolidation, the BAC shall take into account the specific circumstances of arbitration agreements on which the relevant arbitrations are based, the nexus between those arbitrations, the stage that each set of arbitration proceedings has reached, the arbitrators already nominated or appointed in the relevant arbitrations and any other relevant factors.

Article 30: Notice of Hearing

(1) Where an arbitration is to be conducted by way of an oral hearing, the Arbitral Tribunal shall notify the parties of the date of the first hearing at least 10 days in advance. The first hearing may be rescheduled to an earlier date by the Arbitral Tribunal with the agreement of the parties. A party may, no less than 5 days in advance of the hearing, request a postponement of the first hearing, provided that there are grounds justifying the postponement. The Arbitral Tribunal shall, in its discretion, decide whether or not to postpone the first hearing, having regard to all relevant circumstances.

(2) A notification of the date of any subsequent hearing, or of the date of a postponed hearing, shall not be subject to the 10-day time limit in Article 30(1).

Article 31: Default

(1) Having been duly notified in writing of the hearing under

Article 30, if the Claimant fails to appear at the hearing without any justification, or withdraws from an ongoing hearing without the permission of the Arbitral Tribunal, the Claimant may be deemed to have withdrawn its Application for Arbitration. Where the Respondent has raised a Counterclaim, the Claimant's default shall not affect the hearing of the Counterclaim by the Arbitral Tribunal.

(2) Having been duly notified in writing of the hearing, if the Respondent fails to appear at the hearing without any justification, or withdraws from an ongoing hearing without the permission of the Arbitral Tribunal, the Arbitral Tribunal may proceed with the arbitration. Where the Respondent has raised a Counterclaim, such Counterclaim shall be deemed to have been withdrawn.

Article 32: Production of Evidence

(1) Each party shall bear the burden of proving the facts relied upon to support its claim or defence.

(2) The Arbitral Tribunal may require the parties to produce their evidence within a specified period of time and the parties shall comply with any such order. The Arbitral Tribunal may reject any evidence not produced within the specified period of time, unless the parties agree otherwise or the Arbitral Tribunal considers it necessary to accept the evidence.

(3) If a party having the burden of proof fails to produce evidence within the specified period of time, or if the evidence produced is insufficient to discharge its burden of proof, it shall bear the adverse consequences of such failure.

(4) Each party shall properly bind, number, and paginate the evidence it produces. The file of evidence shall be accompanied by a list stating briefly the title of each piece of evidence and the purpose of producing it. The evidence list shall be signed, sealed and dated.

(5) Any reproduction, photograph, duplicate, or abridged version of any document or any item produced by one party to another party shall be deemed to be identical to the original copy, unless the other party challenges its authenticity.

(6) Unless otherwise agreed by the parties or otherwise provided for in the Rules, evidence and written documents submitted in a foreign language shall be accompanied by a Chinese translation. The Arbitral Tribunal may, if necessary, require the parties to provide a translation of the evidence and of any written documents in another language or languages.

Article 33: Investigation and Collection of Evidence by Arbitral Tribunal

(1) If a party makes an application and the Arbitral Tribunal considers it necessary, or there is no such application but the Arbitral Tribunal considers it necessary according to the particular circumstances of the case, the Arbitral Tribunal may undertake investigations and/or collect evidence on its own initiative. If the Arbitral Tribunal considers it necessary to require the parties to be present when it undertakes investigations or collects evidence, it shall notify the parties in a timely fashion. Provided that the parties have been duly notified, the Arbitral Tribunal may proceed with the investigations or the collection of evidence even if they fail to appear.

(2) Evidence collected by the Arbitral Tribunal on its own initiative shall be forwarded to both parties for their comments in a timely fashion before an award is made.

Article 34: Appraisal

(1) If a party requests an appraisal and the Arbitral Tribunal agrees with the request, or neither party makes an application but the Arbitral Tribunal considers it necessary to conduct an appraisal, the Arbitral

Tribunal may notify the parties to nominate an appraiser jointly within a period of time specified by the Arbitral Tribunal. If the parties fail to do so, the appraiser shall be appointed by the Arbitral Tribunal.

(2) The parties shall deposit an advance on the appraisal costs in accordance with a proportion agreed by them or decided upon by the Arbitral Tribunal. The Arbitral Tribunal may decide not to conduct the appraisal if the parties do not deposit an advance.

(3) The Arbitral Tribunal may require the parties, and the parties shall be under an obligation, to provide or present to the appraiser any relevant document, data, property or any other goods required for the appraisal. The Arbitral Tribunal shall decide upon any disagreement between any party and the appraiser as to whether a document, data, property or any other goods required for the appraisal is relevant to the case.

(4) The appraiser shall provide an appraisal report in writing. A copy of the appraisal report shall be sent to each party. Each party may express opinions on the appraisal report.

(5) If the Arbitral Tribunal considers it necessary or if any party so requests, the Arbitral Tribunal may notify the appraiser to attend the hearing. The parties may, with the permission of the Arbitral Tribunal, question the appraiser on relevant aspects of the appraisal report.

(6) Any period of time taken to conduct an appraisal shall not be taken into account for the purposes of calculating the time limits provided for in Articles 47, 58 and 68 of these Rules.

Article 35: Procedural Orders

The Arbitral Tribunal may, according to the particular circumstances of the case, make procedural orders, including but not limited to the preparation of the procedural timetable for the hearing, issuing lists of questions, holding pre-hearing conferences, and producing terms of reference. The Arbitral Tribunal may authorise the presiding arbitrator to make any of these procedural orders.

Article 36: Examination of Evidence

(1) The Arbitral Tribunal may, according to the particular circumstances of the case, require the parties to take appropriate steps to verify the authenticity of the copies of the evidence. The Arbitral Tribunal may delegate the Case Manager to coordinate this process.

(2) Where an oral hearing is to be held, evidence exchanged between the parties prior to the hearing shall be presented by them for examination during the hearing. Evidence produced by a party may be admitted and accepted as the basis of fact finding without being presented at the hearing for examination if the other party has acknowledged its admissibility and the Arbitral Tribunal has, during the hearing, confirmed the other party's acknowledgement of this.

(3) Where evidence is produced by any party during or after the hearing and the Arbitral Tribunal decides to admit the evidence without holding any further hearings, the Arbitral Tribunal may require the other party to comment on such evidence in writing within a specified period of time.

Article 37: Assessment of Evidence

(1) The Arbitral Tribunal shall have the authority to assess the evidence. It shall also decide on whether or not to adopt an appraiser's opinion.

(2) When assessing any evidence, the Arbitral Tribunal may, in addition to referring to relevant laws, regulations and judicial interpretations, conduct its assessment by taking into consideration factors such as industry practices and trade usages, and shall consider the case in its totality.

Article 38: Presentation of Arguments

Each party may present oral arguments during the hearing [Article

24(1)]. The Arbitral Tribunal may also require the parties to submit written arguments on particular issues according to the circumstances of the case.

Article 39: Closing Statements

At the closing of the hearing, the Arbitral Tribunal shall invite closing statements from the parties, which may be presented either orally during the hearing or in writing within a period of time specified by the Arbitral Tribunal.

Article 40: Record of Hearing

(1) The Arbitral Tribunal shall make a written record of the hearing, except in the case of conciliation proceedings [Article 42 and 67].

(2) The Arbitral Tribunal may make an audio or video record of the hearing.

(3) A party or any other participant in the arbitration may request the rectification of any omission or error in the written record of their oral statement. The request shall be recorded if the Arbitral Tribunal does not allow the rectification.

(4) The Arbitral Tribunal, person who makes the recording, the parties and other participants in the arbitration shall sign or affix their seals on the written record.

(5) Upon a joint request by both parties, or a request by one party that has been approved by the BAC, the BAC may appoint one or more stenographers to record the hearing. The resulting additional costs shall be borne by the parties or the requesting party, as the case may be.

Article 41: Withdrawal of an Application for Arbitration and Dismissal of a Case

(1) The Claimant may withdraw the Application for Arbitration [Article 7]. Where the Respondent has raised a Counterclaim [Article 11], withdrawal of the Application for Arbitration shall not affect the hearing and determination of such counterclaim by the Arbitral Tribunal. The Respondent may withdraw its counterclaim. Withdrawal of the Counterclaim shall not affect the hearing and determination of the Claimant's claim by the Arbitral Tribunal.

(2) Where all claims and counterclaims (**if any**) have been withdrawn, the case can be dismissed. Dismissal of the case shall be decided by the Arbitral Tribunal, or if no Arbitral Tribunal has been constituted, by the BAC.

(3) Where it becomes unnecessary or impossible to continue the arbitral proceedings for any reason, the BAC or the Arbitral Tribunal, as the case may be, may dismiss the case.

(4) Where the case has been dismissed, the BAC may decide whether to refund the advance on the arbitration fees or any other fees paid in advance, as well as the specific amount of such refund, according to the circumstances of the case.

Article 42: Conciliation by the Tribunal

(1) The Arbitral Tribunal may, at the request or with the consent of the parties, conduct a conciliation of the case in such manner as it considers appropriate.

(2) If the conciliation leads to a settlement, the parties may withdraw their claims and counterclaims (**if any**), or may request the Arbitral Tribunal either to issue a Statement of Conciliation [Article 42(3)] or to render an award in accordance with the terms of the settlement agreement.

(3) The Statement of Conciliation shall state the claims and the terms of the resulting settlement agreement reached by the parties. It shall be signed by the arbitrators, sealed by the BAC, and served on all the parties. The Statement of Conciliation shall be legally binding after all the parties have acknowledged receipt of it in writing.

(4) The Arbitral Tribunal shall rectify any clerical and computational errors or similar errors in the Statement of Conciliation. The parties may request such rectification within 30 days from the date on which the parties sign the receipt of the Statement of Conciliation. Any such rectification shall become part of the Statement of Conciliation and shall take effect immediately after being served on the parties.

(5) If the conciliation fails to lead to a settlement, neither party shall be permitted to adduce evidence of or to refer to or use any statements, opinions, views or proposals expressed by the other party or by the Arbitral Tribunal during the conciliation as in support of any claim, defence, or counterclaim in the subsequent arbitral proceedings, or as grounds in any judicial or other proceedings.

Article 43: Independent Conciliation

(1) During the arbitral proceedings, the parties may enter into a voluntary settlement agreement or may apply to the Mediation Center of the BAC (**the "Mediation Center"**) for mediation by the mediators of the Mediation Center in accordance with the Mediation Rules of the Mediation Center of the BAC.

(2) Where a settlement agreement is concluded through an independent conciliation under this Article, the parties may jointly request the constitution of an Arbitral Tribunal either to issue a Statement of Conciliation or to render an award in accordance with the terms of the settlement agreement. The parties shall bear the resulting additional costs.

Article 44: Suspension and Resumption of Arbitral Proceedings

(1) If the parties jointly request, or if one party requests and the other parties do not object, the arbitral proceedings may be suspended. The arbitral proceedings may be resumed if one party so requests or the BAC or the Arbitral Tribunal deems this necessary.

(2) The arbitral proceedings may be suspended if any exceptional circumstances occur that necessitate suspension. The arbitral proceedings shall be resumed once such circumstances cease to exist.

(3) The suspension and resumption of the arbitral proceedings shall be decided by the Arbitral Tribunal, or if no Arbitral Tribunal has been constituted, by the BAC. Any period of time during which the arbitral proceedings were suspended shall not be taken into account for the calculation of the time limits provided for in Articles 47, 58 and 68.

Article 45: Continuation of the Arbitral Proceedings with Majority of the Arbitral Tribunal

In the event that, after the conclusion of the last hearing, an arbitrator on a three-member Arbitral Tribunal is unable to participate in the deliberations and render an award as a result of his or her death or for other reasons, the Chairman may replace that arbitrator with a substitute arbitrator, pursuant to Article 23 of the Rules. Alternatively, provided that the parties consent and with the approval of the Chairman, the two remaining arbitrators may continue with the arbitral proceedings and make decisions, or an award.

Chapter VI: Decisions and Awards**Article 46: Decisions on Procedural Matters**

(1) The Arbitral Tribunal may decide upon procedural matters during the arbitral proceedings.

(2) Any decision of an Arbitral Tribunal comprising 3 arbitrators shall be made by a majority of the arbitrators. If the Arbitral Tribunal fails to reach a majority decision, the decision of the presiding arbitrator shall prevail.

(3) The presiding arbitrator may, with the consent of the parties or with the authorisation of the Arbitral Tribunal, decide upon procedural matters.

Article 47: Time Limit for Rendering the Award

The Arbitral Tribunal shall render its award within 4 months of its constitution [Articles 19 and 20]. If there are special circumstances justifying an extension of this period, the Secretary-General may approve an appropriate extension of time at the request of the presiding arbitrator.

Article 48: Rendering the Award

(1) The award of an Arbitral Tribunal comprising 3 arbitrators shall be made by a majority of the arbitrators. The minority dissenting opinion may be recorded in writing. If the Arbitral Tribunal fails to reach a majority decision, the award shall be made in accordance with the opinion of the presiding arbitrator.

(2) The award shall state the claims, the facts associated with the dispute, the reasons upon which the award is based, operative directions disposing of the dispute, the allocation of arbitration fees [Article 51], the date of the award, and the seat of the arbitration. The Arbitral Tribunal shall not be required to state the facts associated with the dispute or the reasons upon which the award is based if the parties so agree, or if the award is made in accordance with the terms of a settlement agreement between the parties [Articles 42 and 43].

(3) The award shall be signed by each member of the Arbitral Tribunal. A dissenting arbitrator may elect not to sign the award. An arbitrator who elects not to sign the award shall issue a dissenting opinion in writing, which shall be sent by the BAC to the parties together with the award. A dissenting opinion shall not form part of the award.

(4) After an award has been signed by the arbitrator(s), the BAC's seal shall be affixed to it.

Article 49: Partial Award and Interim Award

(1) Where the Arbitral Tribunal considers it necessary, or where a party so requests and the Arbitral Tribunal approves, the Arbitral Tribunal may render a partial award disposing of particular claims before proceeding to render the final award.

(2) Where the Arbitral Tribunal considers it necessary, or where a party so requests and the Arbitral Tribunal approves, the Arbitral Tribunal may render an interim award on disputed procedural or substantive issues.

(3) The parties concerned shall perform any partial award and interim award. Failure by any party to perform a partial award or an interim award shall neither affect the subsequent arbitral proceedings nor prevent the Arbitral Tribunal from rendering the final award.

Article 50: Validity and Performance of the Award

(1) An award shall be legally binding from the date on which it is made.

(2) After an award has been made, the parties concerned shall perform the award in accordance with the time limit for performance specified in the award. Where an award does not specify the time limit for performance, it shall be performed immediately. Where any party fails to perform the award, the other party may apply to the competent court for enforcement.

Article 51: Allocation of Costs

(1) The Arbitral Tribunal may determine in its award how the arbitration fees and any expenses actually incurred shall be borne by the parties, including but not limited to appraisal fees, evaluation fees and audit fees.

(2) Unless otherwise agreed by the parties, the costs of the arbitration shall in principle be borne by the losing party. If either party is only partially successful, the Arbitral Tribunal shall determine the proportion of each party's share of the costs on the basis of the extent of liability of each party. If the parties reach a settlement either independently or as a result of conciliation by the Arbitral Tribunal [Article 42], they may agree upon the proportion of their respective shares.

(3) Where the circumstances described in Article 22(7) of the Rules apply, or there exist any other breaches of the Rules that cause delay in the arbitral proceedings, the allocation of arbitration costs to the party at fault shall not be limited by the provisions in Article 51(2). Where other costs are incurred or increased due to such delay in the arbitral proceedings, the party causing the delay shall also bear the costs so incurred or increased.

(4) The Arbitral Tribunal may, pursuant to a party's request, order that the losing party shall bear the winning party's reasonable costs and expenses for the conduct of the arbitration, including but not limited to attorney's fees, the costs of preservation measures, travel and accommodation expenses, and notarial fees. Where the Arbitral Tribunal determines the amount of these costs and expenses, it shall take into consideration the outcome of the case, its complexity, the actual workload of the parties or their attorneys, the amount in dispute and any other relevant factors.

Article 52: Correction of the Award and Supplementary Award

(1) The Arbitral Tribunal shall correct any clerical error or computational error, and address any omission of issues that have been raised by a party in its claim and decided upon by the Arbitral Tribunal but omitted in the operative directions disposing of the dispute. In the event that any claim is omitted entirely from the award, the Arbitral Tribunal shall render a supplementary award thereon.

(2) Upon discovering the existence of any of the circumstances described in Article 52(1), a party may, within 30 days of the date of receiving the award, request in writing that the Arbitral Tribunal rectify the award or render a supplementary award.

(3) Any rectification by or supplementary award of the Arbitral Tribunal shall form part of the original arbitral award.

Chapter VII: Expedited Procedure

Article 53: Scope of the Application of Expedited Procedure

(1) Unless otherwise agreed by the parties, the expedited procedure set out in this Chapter (**the "Expedited Procedure"**) shall

apply if the amount in dispute does not exceed RMB 1,000,000.

(2) The parties may also agree to apply the Expedited Procedure where the amount in dispute exceeds RMB 1,000,000. In such a case, the arbitration fees shall be reduced accordingly.

(3) If the parties agree to apply the ordinary procedure (**the "Ordinary Procedure"**) when the amount in dispute does not exceed RMB 1,000,000, they shall bear any resulting additional arbitration fees.

(4) Where Chapter VIII of the Rules makes special provisions for the Expedited Procedure, such provisions shall apply.

Article 54: Composition of the Arbitral Tribunal

(1) Arbitrations conducted in accordance with the Expedited Procedure shall be heard by a sole arbitrator.

(2) Within 10 days of receipt of the Notice of Arbitration [Article 9] by all parties, the parties shall jointly nominate a sole arbitrator or jointly request the Chairman to appoint a sole arbitrator from the Panel of Arbitrators. The sole arbitrator may be selected in the manner prescribed by Article 19(3). If the parties fail jointly to nominate a sole arbitrator or request the Chairman to appoint a sole arbitrator within the specified period, the Chairman will appoint the sole arbitrator.

Article 55: Time Limit for Defence and Counterclaim

Within 10 days of receipt of the Request for Submission of Defence [Article 9], the Respondent shall submit to the BAC its Statement of Defence [Article 10], together with any relevant supporting documents. A Counterclaim [Article 11], if any, shall also be submitted within 10 days of receipt of the Request for Submission of Defence, together with any relevant supporting documents.

Article 56: Notice of Hearing

(1) Where an oral hearing [Article 24(1)] is to be held, the Arbitral Tribunal shall notify the parties of the date of the hearing at least 3 days in advance.

(2) If the Arbitral Tribunal decides to hear the case by way of oral hearing, it shall hold one hearing only. Where necessary, however, the Arbitral Tribunal may on its own initiative decide to hold further hearings. Notification of the date of any further hearing shall not, however, be subject to the 3-day time limit under Article 56(1).

Article 57: Expedited Procedure Converted into Ordinary Procedure

(1) Proceedings under the Expedited Procedure may be converted into proceedings under the Ordinary Procedure upon the joint request of the parties or upon the request of one party with the approval of the other parties.

(2) Proceedings under the Expedited Procedure shall not be affected by reason of any amendment to the Claim, the submission of a Counterclaim or any amendment causing the amount in dispute to exceed RMB 1,000,000. If a party is of the opinion that the proceedings under the Expedited Procedure may be so affected, it may request the Chairman to convert the proceedings into proceedings under the Ordinary Procedure. The Chairman shall decide whether or not to approve such application.

(3) The parties shall agree upon their respective proportions of the advance on the additional arbitration fees arising from the conversion of proceedings from the Expedited Procedure into the Ordinary Procedure. Where the parties fail to agree, such proportions shall be determined by the BAC. Where the parties fail to deposit an advance on the resulting additional costs in accordance with the requirements of the BAC, no conversion of procedure shall be ordered.

(4) In the event of conversion of proceedings from the Expedited Procedure into the Ordinary Procedure after the constitution of the Arbitral Tribunal, the parties shall, within 5 days of receipt of a notice of the conversion of the procedure (“**Notice of Conversion of Procedure**”), respectively nominate or respectively request the Chairman to appoint their arbitrators in accordance with Article 19 of the Rules. Unless otherwise agreed by the parties, the sole arbitrator originally appointed shall become the presiding arbitrator. The reconstituted Arbitral Tribunal shall decide whether and to what extent the arbitral proceedings conducted prior to the reconstitution shall be repeated. Where the reconstituted Arbitral Tribunal decides to repeat the arbitral proceedings in their entirety, the time limit provided for in Articles 47 and 68 of the Rules shall be recalculated from the date of the reconstitution of the Arbitral Tribunal.

(5) The Expedited Procedure shall cease to apply to the arbitral proceedings from the date of conversion.

Article 58: Time Limit for Rendering the Award

The Arbitral Tribunal shall render its award within 75 days from the date of its constitution. If there are special circumstances justifying an extension of this period, the Secretary-General may approve an appropriate extension of time at the request of the sole arbitrator.

Article 59: Reference to other Provisions of the Rules

In respect of matters not provided for in this Chapter, other relevant provisions of the Rules shall apply.

Chapter VIII: Special Provisions for International Commercial Arbitration

Article 60: Scope of Application of this Chapter

(1) Unless otherwise agreed by the parties, the provisions of this Chapter shall apply to international commercial arbitrations. In respect of matters not provided for in this Chapter, the other relevant provisions of the Rules shall apply.

(2) Arbitrations relating to the Hong Kong Special Administrative Region (“SAR”), the Macao SAR and the Taiwan region may be conducted by reference to the provisions of this Chapter.

(3) Any dispute between the parties as to the existence of international elements shall be referred to the Arbitral Tribunal for a decision. The decision of the Arbitral Tribunal shall not affect arbitral proceedings already conducted. This Chapter shall apply if the Arbitral Tribunal decides that international elements exist in the case.

Article 61: Arbitration Fees

In respect of an international commercial arbitration case, the parties may agree to pay arbitration fees in accordance with the *Arbitration Fee Schedule for International Commercial Arbitration* set out in Annex 2 to these Rules.

Article 62: Interim Measures

(1) At the request of the parties, the Arbitral Tribunal may order any interim measures it deems appropriate in accordance with the applicable law. An order for interim measures may take the form of a decision of the Arbitral Tribunal, an interim award [Article 49], or any

other form permitted by the applicable law. Where necessary, the Arbitral Tribunal may require the requesting parties to provide appropriate security.

(2) The parties may also directly apply for interim measures to the competent court in accordance with the applicable law.

Article 63: Emergency Arbitrator

(1) After the acceptance of the case by the BAC [Articles 8 and 9] and before the constitution of the Arbitral Tribunal [Article 19 or Article 64], any party that wishes to apply for interim measures may submit a written application to the BAC for the appointment of an emergency arbitrator in accordance with the applicable law. The BAC shall decide whether or not to approve such application.

(2) Where the BAC approves the appointment of an emergency arbitrator, it shall appoint an emergency arbitrator from the Panel of Arbitrators within 2 days after the parties concerned pay the corresponding fees in accordance with the Schedule set out in Annex 3 to these Rules, and shall notify the parties of such appointment.

(3) The provisions of Articles 21 and 22 shall apply *mutatis mutandis* to disclosure by and challenge to an emergency arbitrator and the procedures applicable to these matters.

(4) An emergency arbitrator shall consider the application for interim measures in such manner as he or she deems appropriate, and shall ensure that the parties have a reasonable opportunity to present their cases.

(5) The emergency arbitrator shall issue a decision, order or award, stating the grounds on which the interim measures are based, within 15 days after his or her appointment. Such decision, order or award shall be sent to the parties after being signed by the emergency arbitrator and affixed with the seal of the BAC.

(6) Where a party objects to a decision, order or award made by the emergency arbitrator, it may apply to the emergency arbitrator for an amendment to or the suspension or revocation of such decision, order or award within 3 days of receipt of such decision, order or award. The emergency arbitrator will decide whether or not to approve such application.

(7) Unless otherwise agreed by the parties, the emergency arbitrator shall not subsequently act as an arbitrator in the proceedings to which the application for interim measures relates.

(8) Any decision, order or award made by an emergency arbitrator [Article 63(5)] will not be binding upon the Arbitral Tribunal. The Arbitral Tribunal may amend, suspend or revoke such a decision, order or award.

Article 64: Composition of the Arbitral Tribunal

(1) Arbitrators may be selected by the parties from the Panel of Arbitrators maintained by the BAC [Article 18] or from amongst arbitrators who are not on the Panel of Arbitrators.

(2) Parties who wish to select arbitrators who are not on the Panel of Arbitrators shall submit their candidates' resumes and contact details to the BAC. A candidate selected from amongst arbitrators who are not on the Panel of Arbitrators may act as an arbitrator with the approval of the BAC.

(3) Within 20 days of receipt of the Notice of Acceptance [Article 9], the parties shall, pursuant to the provisions of Article 19, nominate or request the Chairman to appoint their arbitrators and jointly nominate or jointly request the Chairman to appoint the presiding arbitrator. If the parties fail to nominate or request the Chairman to appoint their arbitrators or the presiding arbitrator in accordance with those provisions, the arbitrators or the presiding arbitrator shall be appointed by the Chairman.

(4) Where a party agrees to an increased fee for a foreign arbitrator, that party shall deposit a corresponding advance on costs within the period specified by the BAC. If a party fails to deposit such advance on costs within the period specified, it shall be deemed not to have nominated the arbitrator. The Chairman may then appoint an arbitrator for that party in accordance with the Rules.

(5) Where Article 53 applies, the Arbitral Tribunal shall be constituted in accordance with Article 54 of the Rules.

Article 65: Defence and Counterclaim

Within 45 days (or 30 days where Article 53 applies) of receipt of the Request for Submission of Defence [Article 9], the Respondent shall submit to the BAC its Statement of Defence [Article 10], together with any relevant supporting documents. The Respondent shall also submit in writing the Application for Counterclaim [Article 11], if any, within the time limit.

Article 66: Notice of Hearing

(1) Where an oral hearing is to be held, the Arbitral Tribunal shall notify the parties of the date of the hearing at least 30 days (or 10 days where Article 53 applies) in advance of the hearing. The date of the first hearing may be brought forward by the Arbitral Tribunal with the agreement of the parties. A party may request in writing a postponement of the first hearing, no less than 12 days (or 5 days where Article 53 applies) in advance, provided that there are grounds justifying the postponement. The Arbitral Tribunal shall decide whether or not to order postponement.

(2) A notification of the date of any further hearing or postponed hearing shall not be subject to the 30-day or 10-day requirement under Article 66(1).

Article 67: Conciliation by the Tribunal

(1) The Arbitral Tribunal may, with the consent of the parties, conduct a conciliation of the case in such manner as it considers appropriate.

(2) If, upon the termination of unsuccessful conciliation proceedings, all parties request the replacement of an arbitrator on the ground that the outcome of the award may be affected by the conciliation proceedings, the Chairman may approve such request. The resulting additional costs shall be borne by all the parties.

Article 68: Time Limit for Rendering the Award

The Arbitral Tribunal shall render its award within 6 months (or 90 days where Article 53 applies) of the date of its constitution. If there are special circumstances justifying an extension of this period, the Secretary-General may approve an appropriate extension of time at the request of the presiding arbitrator or the sole arbitrator, as the case may be.

Article 69: Applicable Law

(1) The Arbitral Tribunal shall apply the law agreed upon by the parties to decide the dispute. Unless otherwise agreed by the parties, the agreed applicable law refers to the substantive rules of law but not to the rules of conflict of laws.

(2) In the absence of an agreed choice of law, the Arbitral Tribunal may determine the applicable law according to all the relevant circumstances of the case.

(3) By agreement of the parties, whether before or during the arbitral proceedings, the Arbitral Tribunal may render its award as *amiable compositeur* or *ex aequo et bono*. Such award shall not, however, violate the mandatory provisions of the applicable law and the public interest.

(4) In all cases, the Arbitral Tribunal shall render its award in accordance with the valid terms of the parties' agreement and take into account the relevant industry practices and trade usages.

Chapter IX: Supplementary Provisions

Article 70: Calculation of Time Limits

(1) Any period of time specified or determined in accordance with the Rules shall start to run on the day following the date on which such period commences. The day on which such period commences does not form part of the period of time.

(2) If the day following the date on which the period of time commences is an official holiday or a non-business day at the place of the service, the period of time shall begin to run on the first following business day. Official holidays or non-business days occurring within such period are included in the calculation of the period of time. If the last day of the relevant period of time falls on an official holiday or a non-business day, the period of time shall expire on the first following business day.

(3) Time for delivery shall not be included in the period of time. Any arbitral document, notice, or material that has been mailed or dispatched within the time limit shall be deemed to have been delivered in time.

(4) If a party exceeds a time limit because of *force majeure* events or other legitimate reasons, it may apply for an extension of that time limit within 10 days of the events or other reasons ceasing to have effect. The BAC or the Arbitral Tribunal, as the case may be, shall decide upon the application.

Article 71: Service

(1) Arbitral documents, notices and other materials may be served on the parties or their authorised representatives in person or by mail, courier, facsimile, email, or any other means that the BAC or the Arbitral Tribunal, as the case may be, considers appropriate.

(2) Arbitral documents, notices and materials shall be deemed to have been served if they have been delivered to the parties or their authorised representatives in person or by mail to the addressee's place of business, place of registration, place of residence, address indicated on ID card, *Hukou* address, address for service agreed by the parties or any other correspondence address provided by the addressee or the counterparty.

(3) If, despite reasonable inquiries, the addressee's place of business, place of registration, place of residence, address indicated on ID card, *Hukou* address, address for service agreed by the parties, or other correspondence address cannot be found, service shall be deemed to have been effected if the document, notice or material is delivered to the addressee's last known place of business, place of registration, place of residence, address indicated on ID card, *Hukou* address, address for service agreed by the parties or other correspondence address, whether by mail, courier or by any other means of delivery which allows for a record of delivery.

Article 72: Language

(1) The parties may agree upon the language(s) to be used in the arbitral proceedings. Where the parties make no such agreement, the BAC or the Arbitral Tribunal, as the case may be, may determine that Chinese and/or any other language(s) shall be used in the arbitral proceedings according to the particular circumstances of the case.

(2) Where the parties have agreed upon the use of two or more languages in the arbitral proceedings, the Arbitral Tribunal may, upon obtaining consent from the parties, decide to adopt one language. If

the parties fail to reach a unanimous agreement thereon, the arbitral proceedings may be conducted in multiple languages, in which case the resulting additional costs shall be borne by the parties.

(3) The BAC or the Arbitral Tribunal, as the case may be, may determine, in accordance with the particular circumstances of the case, whether or not written documents in international commercial arbitral proceedings shall be accompanied by a translation into Chinese or other language(s).

(4) If translation services are required by the parties or their authorised representatives or witnesses, translators may be provided either by the BAC or by the parties themselves. The parties shall bear the costs of translation.

Article 73: Interpretation of the Rules

(1) The Rules shall be interpreted by the BAC.

(2) Other documents issued by the BAC shall not constitute part of the Rules, unless the BAC states otherwise.

Article 74: Official Versions of the Rules

Each of the Chinese, English and other language versions of the Rules published by the BAC is an official version. In the event of any conflict between the different versions, the Chinese version shall prevail.

Article 75: Implementation of the Rules

The Rules shall take effect on April 1, 2015 and apply to all cases accepted by the BAC on or after that date. For cases accepted by the BAC before the Rules came into effect, the edition of the Arbitration Rules effective at the time of such acceptance shall apply. These Rules may, however, apply in such a case if the parties so agree and with the approval of the BAC.

Annex 1:

Case Acceptance Fee Schedule of the Beijing Arbitration Commission

Amended and adopted on September 16, 2003 at the fifth meeting of
the third session of the Beijing Arbitration Commission and effective from March 1, 2004

The standard case acceptance fees of the Beijing Arbitration
Commission are as follows:

Amount in Dispute (RMB)	Rate	Total Fee (RMB)
Up to and including ¥1,000		¥ 100
¥ 1,000 to (and including) ¥ 50,000	5%	¥ 100 plus 5% of the amount in dispute exceeding ¥ 1,000
¥ 50,000 to (and including) ¥ 100,000	4%	¥ 2,550 plus 4% of the amount in dispute exceeding ¥ 50,000
¥ 100,000 to (and including) ¥ 200,000	3%	¥ 4,550 plus 3% of the amount in dispute exceeding ¥ 100,000
¥ 2 00,000 to (and including) ¥ 500,000	2%	¥ 7,550 plus 2% of the amount in dispute exceeding ¥ 200,000
¥ 500,000 to (and including) ¥ 1,000,000	1%	¥ 13,550 plus 1% of the amount in dispute exceeding ¥ 500,000
Above ¥ 1,000,000	0.3%	¥ 18,550 plus 0.3% of the amount in dispute exceeding ¥ 1,000,000

Notes:

The amount claimed by the Claimant shall be deemed the amount
in dispute as set forth in this Schedule. If there is a discrepancy
between the amount claimed and the actual amount in dispute, the
actual amount in dispute shall prevail.

Where the amount in dispute is not specified, the acceptance fee
shall be determined by the Secretariat of the Beijing Arbitration
Commission.

Case Handling Fee Schedule of the Beijing Arbitration Commission

Amended and adopted on September 16, 2003 at the fifth meeting of
the third session of the Beijing Arbitration Commission and effective from March 1, 2004

The standard case administration fees of the Beijing Arbitration Commission are as follows:

Amount in Dispute (RMB)	Rate	Total Fee (RMB)
Up to and including ¥ 200,000		¥ 5,000
¥ 200,000 to (and including) ¥ 500,000	2%	¥ 5,000 plus 2% of the disputed amount exceeding ¥ 200,000
¥ 500,000 to (and including) ¥ 1,000,000	1%	¥ 11,000 plus 1% of the disputed amount exceeding ¥ 500,000
¥ 1,000,000 to (and including) ¥ 5,000,000	0.4%	¥ 16,000 plus 0.4% of the disputed amount exceeding ¥ 1,000,000
¥ 5,000,000 to (and including) ¥ 10,000,000	0.3%	¥ 32,000 plus 0.3% of the disputed amount exceeding ¥ 5,000,000
¥ 10,000,000 to (and including) ¥ 20,000,000	0.25%	¥ 47,000 plus 0.25% of the disputed amount exceeding ¥ 10,000,000
¥ 20,000,000 to (and including) ¥ 40,000,000	0.2%	¥ 72,000 plus 0.2% of the disputed amount exceeding ¥ 20,000,000
above ¥ 40,000,000	0.1%	¥ 112,000 plus 0.1% of the disputed amount exceeding ¥ 40,000,000

Notes:

The amount claimed by the applicant shall be deemed the amount in dispute as set forth in the Case Handling Fee Schedule. If there is a discrepancy between the amount claimed and the actual amount in dispute, the actual amount in dispute shall prevail.

Where the amount in dispute is not specified, the handling fee shall be determined by the Secretariat of the Beijing Arbitration Commission.

Annex 2:

Arbitration Fee Schedule for International Commercial Arbitration

Article 1 [Scope of Application] This Schedule shall apply where the parties to an arbitration of any international commercial case so agree.

Article 2 [Registration Fee] Where one party applies for arbitration, it shall pay a registration fee to the BAC of RMB 10,000 for each case. The BAC will not continue with the arbitration proceedings if that party fails to pay the registration fee within the time specified. The registration fee is not refundable.

Article 3 [Case Administration Fee] The parties shall prepay the case administration fee in accordance with the following Schedule:

Amount in Dispute (RMB)	Rate	Administration Fee (RMB)
Up to and including ¥200,000		¥5,000
¥200,000 to (and including) ¥500,000	2%	¥5,000, plus 2% of the amount in dispute exceeding ¥200,000
¥500,000 to (and including) ¥1 million	1%	¥11,000, plus 1% of the amount in dispute exceeding ¥500,000
¥1 million to (and including) ¥5 million	0.4%	¥16,000, plus 0.4% of the amount in dispute exceeding ¥1 million
¥5 million to (and including) ¥10 million	0.3%	¥32,000, plus 0.3% of the amount in dispute exceeding ¥5 million
¥10 million to (and including) ¥20 million	0.25%	¥47,000, plus 0.25% of the amount in dispute exceeding ¥10 million

Amount in Dispute (RMB)	Rate	Administration Fee (RMB)
¥20 million to (and including) ¥40 million	0.2%	¥72,000, plus 0.2% of the amount in dispute exceeding ¥20 million
More than ¥40 million	0.1%	¥112,000, plus 0.1% of the amount in dispute exceeding ¥40 million

Article 4 [Determination of Amount in Dispute] The BAC will determine the amount in dispute based on the sum of claims and counterclaims. Where the amount in dispute is not specified, the BAC will determine such amount or the administration fee in accordance with the circumstances of the case.

Article 5 [Other Reasonable Expenses] The BAC may charge for other additional reasonable expenses in accordance with relevant provisions of the Rules.

Article 6 [Arbitrator's Fee] The Arbitrator's Fee will be determined in accordance with any one of the following methods:

(1) Calculation by hourly rate

(a) For any arbitrator nominated by the parties, the arbitrator and the parties nominating this arbitrator shall negotiate and determine the rate applicable to such arbitrator.

(b) The rate applicable to a sole arbitrator or the presiding arbitrator will be determined by the arbitrator and all the parties through negotiation.

(c) If the parties fail to negotiate and determine a rate applicable to the arbitrator, the BAC will decide the rate.

(d) The hourly rate of the arbitrator shall not exceed RMB 5000 Yuan in principle, regardless of the method of determination.

(2) Calculation based on the amount in dispute in accordance with the following table

Amount in dispute (RMB)	Arbitrator's Fee (RMB)
No more than ¥ 400,000	11.000% of the amount in dispute
¥ 400,001 - ¥ 800,000	¥ 44,000+ 10.000% of the amount in dispute exceeding ¥ 400,000
¥ 800,001 - ¥ 4,000,000	¥ 84,000+ 5.300% of the amount in dispute exceeding ¥ 800,000
¥ 4,000,001 - ¥ 8,000,000	¥ 253,600+ 3.780% of the amount in dispute exceeding ¥ 4,000,000
¥ 8,000,001 - ¥ 16,000,000	¥ 404,800+ 1.730% of the amount in dispute exceeding ¥ 8,000,000
¥ 16,000,001 - ¥ 40,000,000	¥ 543,200+ 1.060% of the amount in dispute exceeding ¥ 16,000,000
¥ 40,000,001 - ¥ 80,000,000	¥ 797,600+ 0.440% of the amount in dispute exceeding ¥ 40,000,000
¥ 80,000,001 - ¥ 240,000,000	¥ 973,600+ 0.250% of the amount in dispute exceeding ¥ 80,000,000
¥ 240,000,001 - ¥ 400,000,000	¥ 1,373,600+ 0.228% of the amount in dispute exceeding ¥ 240,000,000
¥ 400,000,001 - ¥ 600,000,000	¥ 1,738,400+ 0.101% of the amount in dispute exceeding ¥ 400,000,000
¥ 600,000,001 - ¥ 800,000,000	¥ 1,940,400+ 0.067% of the amount in dispute exceeding ¥ 600,000,000
¥ 800,000,001 - ¥ 4,000,000,000	¥ 2,074,400 + 0.044% of the amount in dispute exceeding ¥ 800,000,000
More than ¥ 4,000,000,000	¥ 3,482,400 + 0.025% of the amount in dispute exceeding ¥ 4,000,000,000, up to a maximum of ¥ 12,574,000

(a) The calculation method in the above table applies to only one arbitrator. Where the Arbitral Tribunal comprises 3 arbitrators, the maximum amount of the Arbitral Tribunal's fee will be 3 times the amount calculated in accordance with the method in the above table.

(b) The amount in dispute will be calculated on the basis of the sum of claims and counterclaims. Where the amount in dispute is not specified, the BAC will determine such amount or the arbitrator's fee in accordance with the circumstances of the case.

(3) The parties shall attempt to agree a method for calculating the arbitrator's fee. If they fail to agree the calculation method within 45 days after the Respondent receives the Request for Submission of Defence, the arbitrator's fee will be calculated in accordance with paragraph (2) of this article of the Schedule.

Article 7 [Payment of Fees]

(1) The registration fee will be paid in advance by the applicant to the BAC at the time of application.

(2) The parties may agree upon their respective proportions of the administration fee and arbitrator's fee, and then pay such fee in advance to the BAC. Where the parties fail to reach an agreement within the time limit specified by the BAC, the BAC will determine how the parties are to make advance payment and notify the parties.

(3) The parties shall be jointly and severally liable for payment of the fee of any arbitrator, regardless of whoever has appointed that arbitrator.

(4) Where the parties fail to pay in advance the administrative fee or arbitrator's fee, the BAC or the Arbitral Tribunal, as the case may be, may decide whether to continue with the arbitration proceedings in accordance with the particular circumstances of the case.

Article 8 [Other matters] The parties will agree upon any other matters not covered by this Schedule. If they fail to agree, the BAC will decide in accordance with the particular circumstances of the case.

Annex 3:

Schedule of Fees for Appointing Emergency Arbitrators and Applications to Emergency Arbitrators for Interim Measures

Where parties apply to the BAC for the appointment of an emergency arbitrator in relation to interim measures in accordance with Article 63 of the Rules, and/or where parties apply to an emergency arbitrator for interim measures, the following charging Schedule will apply:

Application for Interim Measures	Fees (RMB)
Single measure	¥ 10,000
Multiple measures	¥ 10,000 + (n-1) × ¥ 2,000

Notes:

In this Schedule, “n” refers to the number of interim measures applied for by a party.