

China International Economic and Trade Arbitration Commission CIETAC

Arbitration Rules

(Revised and Adopted by China Council for the Promotion of International Trade /China Chamber of International Commerce on September 5, 2000. Effective as from October 1, 2000.)

Chapter I General Provisions

Section 1 Jurisdiction

Article 1 These Rules are formulated in accordance with the Arbitration Law of the People's Republic of China and the provisions of other relevant laws, as well as the "Decision" of the former Administration Council of the Central People's Government and the "Notice" and the "Official Reply" of the State Council.

Article 2 China International Economic and Trade Arbitration Commission (originally named the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade, later renamed the Foreign Economic and Trade Arbitration Commission of the China Council for the Promotion of International Trade, and currently called the China International Economic and Trade Arbitration Commission, hereinafter referred to as the "Arbitration Commission") independently and impartially resolves, by means of arbitration, disputes arising from economic and trade transactions of a contractual or non-contractual nature.

The disputes stated in the preceding paragraph include:

- (1) international or foreign-related disputes;
- (2) disputes related to the Hong Kong SAR or the Macao SAR or the Taiwan region;
- (3) disputes between foreign investment enterprises or between a foreign investment enterprise and a Chinese legal person, physical person and /or economic organization;
- (4) disputes arising from project financing, invitations to tender and bidding submissions, project construction or other activities conducted by a Chinese legal person, physical person and /or other economic organization which utilize capital, technology or services from foreign countries, international organizations or from the Hong Kong SAR, the Macao SAR and the Taiwan region;
- (5) disputes that may be taken cognizance of by the Arbitration Commission in accordance with special provisions of, or upon special authorization from, the laws or administrative regulations of the People's Republic of China.; and

(6) any other domestic disputes that the parties have agreed to arbitrate by the Arbitration Commission.

The Arbitration Commission does not accept the cases over the following disputes:

- (1) marital, adoption, guardianship, support and succession disputes;
- (2) administrative disputes that laws require to be handled by administrative authorities;
- (3) labor disputes and disputes within the agricultural collective economic organizations over contracted management in agriculture.

Article 3 The Arbitration Commission will, upon the written application by one of the parties, accept a case in accordance with the arbitration agreement concluded between the parties, either before or after the occurrence of the dispute, in which it is provided that disputes are to be submitted to the Arbitration Commission for arbitration.

An arbitration agreement means an arbitration clause in a contract concluded between the parties or any other form of written agreement providing for settlement of dispute by arbitration.

Article 4 The Arbitration Commission has the power to decide on the existence and validity of an arbitration agreement and on jurisdiction over an arbitration case. If the parties concerned dispute the validity of an arbitration agreement, with one party requesting the Arbitration Commission to make a decision and the other party requesting the people's court to make a ruling, the people's court will make such a ruling.

Article 5 An arbitration clause contained in a contract shall be regarded as existing independently and separately from the other clauses of the contract, and an arbitration agreement attached to a contract shall be treated as a part of the contract existing independently and separately from the other parts of the contract. The validity of an arbitration clause or an arbitration agreement shall not be affected by any modification, rescission, termination, expiry, invalidity, or non-existence of the contract.

Article 6 Any objection to an arbitration agreement and/or the jurisdiction over an arbitration case shall be raised before the first hearing conducted by the arbitration tribunal. Where a case is examined on the basis of documents only, an objection to jurisdiction should be raised before submission of the first substantive defense.

Any objection to an arbitration agreement and/or the jurisdiction over an arbitration case shall not affect the hearing of the case according to the arbitration procedures.

Article 7 If the parties agree to submit their dispute to the Arbitration Commission for arbitration, it will be taken that they have agreed to the case being arbitrated under these Rules. However, if the parties have agreed otherwise, and subject to consent by the Arbitration Commission, the parties' agreement will prevail.

Section 2 Organization

Article 8 The Arbitration Commission has one honorary Chairman and several advisers.

Article 9 The Arbitration Commission consists of one Chairman, several Vice-Chairmen and a number of Commission members. The Chairman performs the functions and duties vested in him by these Rules and the Vice-Chairmen may also perform the Chairman' functions and duties with the Chairman's authorization.

The Arbitration Commission has a secretariat to handle its day-to-day work under the leadership of the Secretary-General of the Arbitration Commission.

Article 10 The Arbitration Commission establishes a Panel of Arbitrators. The arbitrators are selected and appointed by the Arbitration Commission from among Chinese and foreign persons with professional knowledge and practical experience in the fields of law, economics and trade, science and technology, etc.

Article 11 The Arbitration Commission is based in Beijing. The Arbitration Commission has a Shenzhen Sub-Commission in Shenzhen Special Economic Zone and a Shanghai Sub-Commission in Shanghai. These Sub-Commissions are an integral part of the Arbitration Commission.

The Sub-Commissions have their respective secretariats to handle their day-to-day work under the leadership of the Secretaries-General of the respective Sub-Commissions.

These Rules uniformly apply to the Arbitration Commission and its Sub-Commissions. When arbitration proceedings are conducted in the Sub-Commissions, the functions and duties under these Rules to be carried out by the Chairman, the secretariat and the Secretary-General of the Arbitration Commission shall be performed by the Vice-Chairmen as authorized by the Chairman, the secretariats and the Secretaries-General of the Sub-Commissions respectively, except for the circumstances provided for in Article 30 of these Rules.

Article 12 The parties may agree to have their dispute arbitrated by the Arbitration Commission in Beijing or by the Shenzhen Sub-Commission in Shenzhen or by the Shanghai Sub-Commission in Shanghai.

In the absence of such an agreement, the Claimant will have option to submit the case to be arbitrated by the Arbitration Commission in Beijing or by the Shenzhen Sub-commission in Shenzhen or by the Shanghai Sub-Commission in Shanghai.

When deciding on where the case should be arbitrated, the first choice should be final. In case of any dispute, the Arbitration Commission will make a decision accordingly.

Chapter II Arbitration Proceedings

Section 1 Application for Arbitration,

Defense and Counter-claim

Article 13 The arbitration proceedings will commence from the date on which the Notice of Arbitration is issued by the Arbitration Commission or its Sub-Commissions.

Article 14 A Claimant submitting an Application for Arbitration must:

(1) Submit an Application for Arbitration in writing, which shall, inter alia, contain:

(a) the names and addresses of the Claimant and the Respondent, including the zip code, telephone, telex, fax, and cable numbers or any other means of electronic telecommunications, if any;

(b) the arbitration agreement relied upon by the Claimant;

(c) the facts of the case and the main points of dispute; and

(d) the Claimant's claim and the facts and reasons on which his claim is based.

The Application for Arbitration shall be signed by, and/or affixed with the seal of, the Claimant and/or the authorized agent of the Claimant.

(2) Attach to the Application for Arbitration the relevant documentary evidence which supports the facts on which the Claimant's claim is based.

(3) Pay an arbitration fee in advance to the Arbitration Commission according to the Arbitration Fee Schedule of the Arbitration Commission.

Article 15 Upon receipt of the Application for Arbitration and its attachments, if the secretariat of the Arbitration Commission, after examination, finds that the Claimant has not yet completed the formalities required for arbitration, it will request the Claimant to complete them. If it finds that the Claimant has completed such formalities, the secretariat should promptly send to the Respondent a Notice of Arbitration, together with one copy each of the Claimant's Application for Arbitration and its attachments as well as the Arbitration Rules, the Panel of Arbitrators and the Arbitration Fee Schedule of the Arbitration Commission. At the same time, the Notice of Arbitration, the Arbitration Rules, the Panel of Arbitrators and Arbitration Fee Schedule should be sent to the Claimant as well.

The secretariat of the Arbitration Commission, after sending the Notice of Arbitration to the Claimant and Respondent, shall appoint one of its staff-members to take charge of procedural administration of the case.

Article 16 The Claimant and the Respondent shall, within 20 days as from the date of receipt of the Notice of Arbitration, each appoint an arbitrator from among the Panel of Arbitrators of the Arbitration Commission or authorize the Chairman of the Arbitration Commission to make such appointment.

Article 17 The Respondent shall, within 45 days from the date of receipt of the Notice of Arbitration, submit his written defense and relevant documentary evidence to the secretariat of the Arbitration Commission.

Article 18 The Respondent shall, at the latest within 60 days from the date of receipt of the Notice of Arbitration, file with the secretariat of the Arbitration Commission his counterclaim in writing, if any. The arbitration tribunal may extend that time limit if it deems that there are justified reasons.

When filing a counterclaim, the Respondent must state in his written statement of counterclaim his specific claim and facts and reasons upon which his claim is based, and attach to his written statement of counterclaim any relevant documentary evidence.

When filing a counterclaim, the Respondent must pay an arbitration fee in advance according to the Arbitration Fee Schedule of the Arbitration Commission.

Article 19 The Claimant may request to amend his claim and the Respondent may request to amend his counterclaim. However, the arbitration tribunal may refuse such an amendment if it considers that the request has been raised too late and may affect the progress of the arbitration proceedings.

Article 20 When submitting application for arbitration, written defense, statement of counterclaim, documentary evidence and other documents, the parties shall submit them in quintuplicate. If the number of the parties is more than two, additional copies shall be provided accordingly. If the arbitration tribunal is composed of only one arbitrator, the number of copies submitted may be reduced by two.

Article 21 The progress of arbitration proceedings shall not be affected notwithstanding the failure of the Respondent to file his defense in writing or the failure of the Claimant to submit his written defense against the Respondent's counterclaim.

Article 22 The parties may authorize arbitration agents to deal with the matters relating to arbitration; the authorized arbitration agent must produce a Power of Attorney to the Arbitration Commission.

Both Chinese and foreign citizens can be authorized to act as arbitration agents.

Article 23 When a party applies for property preservative measures, the Arbitration Commission shall submit the party's application to the people's court for a ruling in the place where the domicile of the party against whom the property preservative measures are sought is located or in the place where the property of the said party is located.

When a party applies for taking interim measures of protection of evidence, the Arbitration Commission shall submit the party's application to the people's court in the place where the evidence is located for a ruling.

Section 2 Formation of Arbitration Tribunal

Article 24 Each of the parties shall appoint one arbitrator from among the Panel of Arbitrators of the Arbitration Commission or entrust the Chairman of the Arbitration Commission to make such appointment. A third arbitrator shall be jointly appointed by the parties or appointed by the Chairman of the Arbitration Commission upon the parties' joint authorization.

In case the two parties fail to jointly appoint a third arbitrator or fail to jointly entrust the Chairman of the Arbitration Commission to appoint a third arbitrator within 20 days from the date on which the Respondent receives the Notice of Arbitration,

the third arbitrator will be appointed by the Chairman of the Arbitration Commission. The third arbitrator will act as the presiding arbitrator.

The presiding arbitrator and the two appointed arbitrators will jointly form an arbitration tribunal to jointly hear the case.

Article 25 The Claimant and the Respondent may jointly appoint or jointly authorize the Chairman of the Arbitration Commission to appoint a sole arbitrator to form an arbitration tribunal to hear the case alone.

If both parties agree to having a sole arbitrator to hear their case but are unable to agree on the choice of such a sole arbitrator within 20 days from the date on which the Respondent receives the Notice of Arbitration, the Chairman of the Arbitration Commission will make the appointment.

Article 26 If the Claimant or the Respondent fails to appoint or authorize the Chairman of the Arbitration Commission to appoint an arbitrator according to Article 16 of these Rules, the Chairman of the Arbitration Commission will appoint an arbitrator for the Claimant or the Respondent.

Article 27 Where there are two or more Claimants and/or Respondents involved in an arbitration case, the Claimants' side and/or the Respondents' side each shall, through consultation, appoint or entrust the Chairman of the Arbitration Commission to appoint one arbitrator from among the Panel of Arbitrators of the Arbitration Commission.

If the Claimants' side or the Respondents' side fails to make such appointment or entrustment within 20 days as from the date on which the Respondents' side receives the Notice of Arbitration, the appointment will be made by the Chairman of the Arbitration Commission.

Article 28 Any appointed arbitrator having a personal interest in the case shall himself disclose such circumstances to the Arbitration Commission and request a withdrawal from his office.

Article 29 Any party who has justified reasons to suspect the impartiality and independence of an appointed arbitrator may make a request in writing to the Arbitration Commission for that arbitrator's withdrawal. In the request, the facts and reasons on which the request is based shall be stated with the supporting evidence provided.

A challenge against an arbitrator must be put forward in writing no later than the first oral hearing. If the grounds for the challenge come out or are made known after the first oral hearing, the challenge may nevertheless be raised before the conclusion of the last hearing.

Article 30 The Chairman of the Arbitration Commission shall decide whether an arbitrator should be withdrawn.

Before any decision is made by the Chairman of the Arbitration Commission, the challenged arbitrator shall continue to perform the duties of an arbitrator.

Article 31 If an arbitrator is unable to perform the duties owing to his/her withdrawal, demise, removal from the Panel of Arbitrators or any other reasons, a substitute arbitrator shall be appointed in accordance with the procedure pursuant to which the original arbitrator was appointed.

After the appointment of the substitute arbitrator, the arbitration tribunal has discretion to decide whether to repeat the whole or a part of the previous procedures.

Section 3 Hearing

Article 32 The arbitration tribunal will hold oral hearings. At the request of the parties or with their consent, the arbitration tribunal may, if it also considers oral hearings unnecessary, hear and decide a case on the basis of documents only.

Article 33 The date of the first oral hearing shall be decided by the arbitration tribunal in consultation with the secretariat of the Arbitration Commission. The secretariat shall notify the two parties of the decision 30 days before the date of the hearing. Any party having justified reasons may request a postponement of the hearing, but a written request must be submitted to the secretariat of the Arbitration Commission 12 days before the date of the hearing. The arbitration tribunal will then decide whether to postpone the hearing or not.

Article 34 The notice of the date of hearing subsequent to the first hearing is not subject to the 30-day time limit.

Article 35 Where the parties have agreed on the place of arbitration, the case shall be arbitrated in that place. Unless the parties agree otherwise, the cases accepted by the Arbitration Commission shall be heard in Beijing, or in other places with the approval of the Secretary-General of the Arbitration Commission. The cases accepted by a Sub-Commission of the Arbitration Commission shall be heard in the place where the Sub-Commission is located, or in other places with the approval of the Secretary-General of that Sub-Commission.

Article 36 The arbitration tribunal shall not hear cases in open session. However, if both parties request that an open session hearing be held, the arbitration tribunal shall decide whether to do so or not.

Article 37 For cases heard in closed session, the parties, their arbitration agents, witnesses, arbitrators, experts consulted by the arbitration tribunal and appraisers appointed by the arbitration tribunal and the relevant staff-members of the secretariat of the Arbitration Commission shall not disclose to outsiders the substantive or procedural matters of the case.

Article 38 The parties shall produce evidence in support of the facts on which their claim, defense or counterclaim is based. The arbitration tribunal may, on its own initiative, undertake investigations and collect evidence as it considers necessary.

When investigating and collecting evidence by itself, the arbitration tribunal shall promptly inform the parties to be present if it considers necessary. Should one party or both parties fail to appear, the investigation and collection of evidence shall not be affected.

Article 39 The arbitration tribunal may consult an expert or appoint an appraiser for clarification of the specific issues relating to a case. Such an expert or appraiser may be either a Chinese or foreign organization or citizen.

The arbitration tribunal has the power to order the parties to submit or produce to the expert or appraiser any relevant materials, documents, or properties and goods for check-up, inspection and/or appraisal, and the parties are so obliged as well.

Article 40 The expert's report and the appraiser's report shall be copied to the parties so that the parties may have the opportunity to give their opinions thereon. At the request of any party to the case and with the approval of the arbitration tribunal, the expert and appraiser may be present at the hearing, and, if considered necessary and appropriate by the arbitration tribunal, be required to give explanations of their reports.

Article 41 The evidence submitted by the parties will be examined and evaluated by the arbitration tribunal. The arbitration tribunal shall decide whether to adopt the expert's report and the appraiser's report.

Article 42 Should one of the parties fail to appear at the hearing, the arbitration tribunal may proceed with the hearing and make an award by default.

Article 43 During the hearing, the arbitration tribunal may make a record in writing and/or by tape-recording. The arbitration tribunal may, when it considers necessary, make a minute stating the main points of the hearing and ask the parties and/or their arbitration agents, witnesses and/or other persons involved to sign and/or affix their seal to it.

The record in writing or by tape-recording is only available for use and reference by the arbitration tribunal.

Article 44 If the parties reach an amicable settlement agreement by themselves, they may either request the arbitration tribunal to conclude the case by making an award in accordance with the contents of their amicable settlement agreement, or request a dismissal of the case.

The Secretary-General of the Arbitration Commission shall decide on the dismissal of an arbitration case if the decision on dismissal is made before the formation of the arbitration tribunal, and the arbitration tribunal shall decide thereon if the decision on dismissal is made after the formation of the arbitration tribunal.

If the party or the parties refer the dismissed case again to the Arbitration Commission for arbitration, the Chairman of the Arbitration Commission shall decide whether to accept the reference or not.

If the parties reach a settlement agreement by themselves through conciliation without involvement of the Arbitration Commission, any of them may, based on an arbitration agreement concluded between them providing for arbitration by the Arbitration Commission and their settlement agreement, request the Arbitration Commission to appoint a sole arbitrator to render an arbitration award in accordance with the contents of the settlement agreement.

Article 45 If both parties have a desire for conciliation or one party so desires and the other party agrees to it when consulted by the arbitration tribunal, the arbitration tribunal may conciliate the case under its cognizance in the process of arbitration.

Article 46 The arbitration tribunal may conciliate cases in the manner it considers appropriate.

Article 47 The arbitration tribunal shall terminate conciliation and continue the arbitration proceedings when one of the parties requests a termination of conciliation or when the arbitration tribunal believes that further efforts to conciliate will be futile.

Article 48 If the parties have reached an amicable settlement outside the arbitration tribunal in the course of conciliation conducted by the arbitration tribunal, such settlement shall be taken as one which has been reached through the arbitration tribunal's conciliation.

Article 49 The parties shall sign a settlement agreement in writing when an amicable settlement is reached through conciliation conducted by the arbitration tribunal, and the arbitration tribunal will close the case by making an arbitration award in accordance with the contents of the settlement agreement unless otherwise agreed by the parties.

Article 50 Should conciliation fail, any statement, opinion, view or proposal which has been made, raised, put forward, acknowledged, accepted or rejected by either party or by the arbitration tribunal in the process of conciliation shall not be invoked as grounds for any claim, defense and/or counterclaim in the subsequent arbitration proceedings, judicial proceedings or any other proceedings.

Article 51 The party who knows or should have known that any provision or requirement of these Rules has not been complied with and yet proceeds with the arbitration proceedings without explicitly raising in writing his objection to non-compliance in a timely manner shall be taken to have waived his right to object.

Section 4 Award

Article 52 The arbitration tribunal shall render an arbitral award within 9 months as from the date on which the arbitration tribunal is formed. The Secretary-General of the Arbitration Commission may extend this time limit at the request of the arbitration tribunal if the Secretary-General of the Arbitration Commission considers that it is really necessary and the reasons for extension are truly justified.

Article 53 The arbitration tribunal shall independently and impartially make its arbitral award on the basis of the facts, in accordance with the law and the terms of the contracts, with reference to international practices and in compliance with the principle of fairness and reasonableness.

Article 54 Where a case is heard by an arbitration tribunal composed of three arbitrators, the arbitral award shall be decided by the majority of the arbitrators and the minority opinion may be recorded and placed on file.

When the arbitration tribunal cannot attain a majority opinion, the arbitral award shall be decided in accordance with the presiding arbitrator's opinion.

Article 55 The arbitration tribunal shall state in the arbitral award the claims, the facts of the dispute, the reasons on which the arbitral award is based, the result of the arbitral award, the allocation of the arbitration costs, the date on which and the place at which the arbitral award is made. The facts of the dispute and the reasons on which the arbitral award is based may not be stated in the arbitral award if the parties have agreed not to state them in the arbitral award, or the arbitral award is made in accordance with the contents of the settlement agreement reached between the parties.

Article 56 Unless the arbitral award is made in accordance with the opinion of the presiding arbitrator or the sole arbitrator, the arbitral award shall be signed by a majority of arbitrators. An arbitrator who has a dissenting opinion may sign or not sign his name on the arbitral award.

The arbitrators shall submit the draft arbitral award to the Arbitration Commission before signing the award. The Arbitration Commission may remind the arbitrator of any issue related to the form of the arbitral award on condition that the arbitrator's independence of decision is not affected.

The Arbitration Commission's stamp shall be affixed to the arbitral award.

The date on which the arbitral award is made is the date on which the arbitral award comes into legal effect.

Article 57 An interlocutory award or partial award may be made on any issue of the case at any time in the course of arbitration before the final award is made if considered necessary by the arbitration tribunal, or if the parties make such a proposal and it is agreed to by the arbitration tribunal. Either party's failure to perform the interlocutory award will not affect the continuation of the arbitration proceedings, nor will it prevent the arbitration tribunal from making a final award.

Article 58 The arbitration tribunal has the power to determine in the arbitral award the arbitration fee and other expenses to be paid by the parties to the Arbitration Commission.

Article 59 The arbitration tribunal has the power to decide in the arbitral award that the losing party shall pay the winning party as compensation a proportion of the expenses reasonably incurred by the winning party in dealing with the case. The amount of such compensation shall not in any case exceed 10% of the total amount awarded to the winning party.

Article 60 The arbitral award is final and binding upon both disputing parties. Neither party may bring a suit before a law court or make a request to any other organization for revising the arbitral award.

Article 61 Either party may request in writing that a correction be made to any writing, typing, calculating errors or any errors of a similar nature contained in the arbitral award within 30 days from the date of receipt of the arbitral award; if there is really an error in the arbitral award, the arbitration tribunal shall make a correction in writing within 30 days from the date of receipt of the written request for correction. The arbitration tribunal may likewise correct any errors in writing on its own initiative within 30 days from the date on which the arbitral award is issued. The correction in writing forms a part of the arbitral award.

Article 62 If anything claimed or counterclaimed is found to have been omitted in the arbitral award, either of the parties may make a request in writing to the arbitration tribunal for an additional award within 30 days from the date on which the arbitral award is received. If there is really something omitted, the arbitration tribunal shall make an additional award within 30 days from the date of receipt of the written request. The arbitration tribunal may likewise make an additional award on its own initiative within 30 days from the date on which the arbitral award is issued. The additional award forms a part of the arbitral award previously issued.

Article 63 The parties must automatically execute the arbitral award within the time limit specified in the arbitral award. If no time limit is specified in the arbitral award, the parties shall carry out the arbitral award immediately.

In case one party fails to execute the arbitral award, the other party may apply to the Chinese court for enforcement of the arbitral award pursuant to Chinese law or apply to the competent

foreign court for enforcement of the arbitral award according to the 1958 Convention on Recognition and Enforcement of Foreign Arbitral Awards or other international treaties that China has concluded or acceded to.

Chapter III Summary Procedure

Article 64 Unless otherwise agreed by the parties, this Summary Procedure shall apply to any case in dispute where the amount of the claim totals not more than RMB 500, 000 yuan, and to any case in dispute where the amount of the claim totals more than RMB 500, 000 yuan provided that one party applies for arbitration under this Summary Procedure and the other party agrees in writing.

Article 65 When an application for arbitration is submitted to the Arbitration Commission, the secretariat of the Arbitration Commission shall, if such application is examined and found to be acceptable and qualified for application of the Summary Procedure, send a Notice of Arbitration immediately to the parties.

Unless both parties have jointly appointed one sole arbitrator from among the Panel of Arbitrators of the Arbitration Commission, they shall jointly appoint or jointly entrust the Chairman of the Arbitration Commission to appoint one sole arbitrator within 15 days from the date on which the Notice of Arbitration is received by the Respondent. Should the parties fail to make such appointment or entrustment, the Chairman of the Arbitration Commission shall immediately appoint one sole arbitrator to form an arbitration tribunal to hear the case.

Article 66 The Respondent shall, within 30 days from the date of receipt of the Notice of Arbitration, submit his defense and relevant documentary evidence to the secretariat of the Arbitration Commission; a counterclaim, if any, shall be filed with documentary evidence within the said time limit.

Article 67 The arbitration tribunal may hear the case in the way it considers appropriate. The arbitration tribunal may in its full discretion decide to hear the case only on the basis of the written materials and evidence submitted by the parties or to hold an oral hearing as well.

Article 68 The parties must hand in written materials and evidence required for arbitration in compliance with the requirements of the arbitration tribunal within the time limit given by the arbitration tribunal.

Article 69 For a case which needs an oral hearing, the secretariat of the Arbitration Commission shall, after the arbitration tribunal has fixed a date for hearing, inform the parties of the date of the hearing 15 days before the date of the hearing.

Article 70 If the arbitration tribunal decides to hear the case orally, only one oral hearing shall be held. However, the arbitration tribunal may hold two oral hearings if really necessary.

Article 71 Should one of the parties fail to act in compliance with this Summary Procedure during summary proceedings, such failure shall not affect the arbitration tribunal's conduct of the proceedings and the arbitration tribunal's power to render an arbitral award.

Article 72 The conduct of the summary proceedings shall not be affected by any amendment of the claim or by the filing of a counterclaim, except that the disputed amount of the revised

arbitration claim or counterclaim is in conflict with the provision of Article 64.

Article 73 Where a case is heard orally, the arbitration tribunal shall make an arbitral award within 30 days from the date of the oral hearing if one hearing is to be held, or from the date of the second oral hearing if two oral hearings are to be held. Where a case is examined on the basis of documents only, the arbitration tribunal shall render an arbitral award within 90 days from the date on which the arbitration tribunal is formed. The Secretary-General of the Arbitration Commission may extend the said time limit if such extension is necessary and justified.

Article 74 For matters not covered in this Chapter, the relevant provisions in the other Chapters of these Rules shall apply.

Chapter IV Special Provisions for Domestic Arbitration

Article 75 The provisions of this Chapter apply to the domestic arbitration cases accepted by the Arbitration Commission in respect of the disputes listed in Item (3), (4), (5) and (6) of paragraph 2, Article 2 of these Rules.

The provisions of Summary Procedure of Chapter III shall apply if the domestic arbitration cases fall within the scope of Article 64 of these Rules.

Article 76 After receipt of the Application for Arbitration, the Arbitration Commission, if considered that the application formalities stated in Article 14 of these Rules have been complied with, shall initiate the arbitration proceedings within 5 days and give notification to the parties. Or alternatively, the Arbitration Commission will initiate the arbitration proceedings immediately and notify the parties accordingly. If the Arbitration Commission considers that the application formalities have not been completed, it shall notify the applicant party in writing of its refusal and explain the reasons thereof.

Article 77 Upon receipt of the Application for Arbitration, if the Arbitration Commission considers that the Application does not fulfill the requirements set out in Article 14, it may ask the party to rectify it within a specified time limit. If no required rectification is made within that time limit, such Application for Arbitration will be rejected.

Article 78 When the Claimant or the Respondent is required to appoint or authorize the Chairman of the Arbitration Commission to appoint arbitrator(s) according to Article 16, 24, 25 and 27, the time limits provided for by each of the above-mentioned articles shall be 15 days.

Article 79 The Respondent shall, within 30 days from the date of receipt of the Notice of Arbitration, submit his written defense and relevant documentary evidence to the secretariat of the Arbitration Commission.

The Respondent shall, at the latest within 45 days from the date of receipt of the Notice of Arbitration, file with the Arbitration Commission his counterclaim in writing, if any. The arbitration tribunal may extend this time limit if it considers that there are justified reasons.

Article 80 For cases requiring oral hearing(s), the secretariat of the Arbitration Commission shall notify the parties involved of the hearing date at least 15 days in advance. The arbitration tribunal may, with consent from both parties, hold the hearing ahead of schedule. Any party may request a postponement of the hearing if it has justified reasons, but a written request must be

submitted to the arbitration tribunal at least 7 days before the date of the hearing. The tribunal will then decide whether to postpone the hearing or not.

The notice of the date of hearing subsequent to the first hearing is not subject to the 15-day time limit stipulated by the preceding paragraph.

Article 81 If a case is heard orally, evidences shall be presented during the hearing(s) and be submitted within the time limit set by the arbitration tribunal.

Article 82 The arbitration tribunal shall make a record of the hearing(s) in writing. Any party or participant in the arbitration may apply for correction if any omission or mistake is found in the record of his own statement. If the arbitration tribunal refuses to correct, such an application shall nevertheless be recorded.

The written record shall be signed or sealed by the arbitrator(s), the person who takes the notes, the parties, and other participants to the arbitration, if any.

Article 83 The arbitration tribunal shall render an arbitral award within 6 months as from the date on which the arbitration tribunal is formed. At the request of the arbitration tribunal, the Secretary-General of the Arbitration Commission may extend this time limit as he considers necessary and justifiable.

Article 84 For matters not covered in this Chapter, the relevant provisions in the other Chapters of these Rules shall apply.

Chapter V Supplementary Provisions

Article 85 The Chinese language is the official language of the Arbitration Commission. If the parties have agreed otherwise, their agreement shall prevail.

At the hearing, if the parties or their arbitration agents or witnesses require language interpretation, the secretariat of the Arbitration Commission may provide an interpreter for them. Or the parties may bring with them their own interpreter.

The arbitration tribunal and/or the secretariat of the Arbitration Commission may, as it considers necessary, request the parties to hand in the corresponding translation copies in Chinese language or other languages of the documents and evidential materials submitted by the parties.

Article 86 All the arbitration documents, notices and materials may be sent to the parties and/or their arbitration agents in person, or by registered letter or express airmail, telefax, telex, cable or by any other means considered proper by the secretariat of the Arbitration Commission.

Article 87 Any written correspondence to the parties and/or their arbitration agents shall be taken to have been properly served if it is delivered to the addressee or delivered at his place of business, habitual residence or mailing address, or if, after reasonable inquiries, none of the aforesaid addresses can be found, the written correspondence is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or by any other means which provides a record of the attempt to deliver it.

Article 88 Apart from charging arbitration fees from the parties according to the arbitration Fee Schedule of the Arbitration Commission, the Arbitration Commission may collect from the parties other extra, reasonable and actual

expenses including arbitrators' special remuneration and their travel and boarding expenses for dealing with the case, as well as the fees and expenses for experts, appraisers and interpreters appointed by the arbitration tribunal, etc.

If a case is withdrawn after the parties have reached between themselves an amicable settlement or is concluded with an arbitral award made according to paragraph 4 of Article 44, the Arbitration Commission may charge a certain amount of fees from the parties in consideration of the quantity of work and the amount of the actual expenses incurred by the Arbitration Commission.

Article 89 Where an arbitration agreement or an arbitration clause contained in the contract provides for arbitration to be conducted by China International Economic and Trade Arbitration Commission or its Sub-Commissions or by the formerly named Foreign Trade Arbitration Commission or Foreign Economic and Trade Arbitration Commission of the China Council for the Promotion of International Trade, it shall be taken that the parties have unanimously agreed that the arbitration shall be conducted by China International Economic and Trade Arbitration Commission or by its Sub-Commissions.

Where an arbitration agreement or an arbitration clause contained in the contract provides for arbitration by China Council for the Promotion of International Trade/China Chamber of International Commerce or by the arbitration commission or court of arbitration of China Council for the Promotion of International Trade/China Chamber of International Commerce, it shall be taken that the parties have unanimously agreed that the arbitration shall be conducted by China International Economic and Trade Arbitration Commission.

Article 90 These Rules shall come into force as from October 1st, 2000. For cases accepted by the Arbitration Commission or by its Sub-Commissions before the date on which these Rules become effective, the Rules of Arbitration effective at the time of acceptance shall apply. However, these Rules will be applied if the parties so agree.

Article 91 The power to interpret these Rules is vested in the Arbitration Commission.