

CIETAC Arbitration Rules 2024

Brödermann / Etgen

2024

ISBN 978-3-406-81228-6

C.H.BECK

schnell und portofrei erhältlich bei
[beck-shop.de](https://www.beck-shop.de)

Die Online-Fachbuchhandlung [beck-shop.de](https://www.beck-shop.de) steht für Kompetenz aus Tradition. Sie gründet auf über 250 Jahre juristische Fachbuch-Erfahrung durch die Verlage C.H.BECK und Franz Vahlen.

[beck-shop.de](https://www.beck-shop.de) hält Fachinformationen in allen gängigen Medienformaten bereit: über 12 Millionen Bücher, eBooks, Loseblattwerke, Zeitschriften, DVDs, Online-Datenbanken und Seminare. Besonders geschätzt wird [beck-shop.de](https://www.beck-shop.de) für sein umfassendes Spezialsortiment im Bereich Recht, Steuern und Wirtschaft mit rund 700.000 lieferbaren Fachbuchtiteln.

Annex 1

Changes to CIETAC Arbitration Rules 2015 (English)*

China International Economic and Trade Arbitration Commission (CIETAC) Arbitration Rules

CIETAC 2015

Revised and Adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on November 4, 2014. *Effective as of January 1, 2015.*

CIETAC 2024

Discussed and Adopted by the Conference of Chairmen of CIETAC on August 22, 2023 and approved by the China Council for the Promotion of International Trade on September 2, 2023. *Effective as of January 1, 2024.*

Chapter I General Provisions

Article 2 Structure and Duties

(6) The parties may agree to submit their disputes to CIETAC or a sub-commission/arbitration center of CIETAC for arbitration. Where the parties have agreed to arbitration by CIETAC, the Arbitration Court shall accept the arbitration application and administer the case. Where the parties have agreed to arbitration by a sub-commission/arbitration center, the arbitration court of the sub-commission/arbitration center *agreed upon by the parties* shall accept the arbitration application and administer the case. Where the sub-commission/arbitration center agreed upon by the parties does not exist or its authorization has been terminated, or where the agreement is ambiguous, the Arbitration Court shall accept the arbitration application and administer the case. In the event of any dispute, a decision shall be made by CIETAC.

(6) The parties may agree to submit their disputes to CIETAC or a sub-commission/arbitration center of CIETAC for arbitration. Where the parties have agreed to arbitration by CIETAC, the Arbitration Court shall accept the arbitration application and administer the case. Where the parties have agreed to arbitration by a CIETAC sub-commission/arbitration center, **or have agreed to arbitrate or conduct the oral hearing in the province, autonomous region, or centrally-administered municipality where a CIETAC sub-commission/arbitration center is located**, the arbitration court of that sub-commission/arbitration center shall accept the arbitration application and administer the case **unless otherwise agreed by the parties. The Arbitration Court may authorize and designate a sub-commission/arbitration center to administer relevant cases having regard to the circumstances of such cases.**

Where the sub-commission/arbitration center agreed upon by the parties does not exist or its authorization has been terminated, or where the agreement is ambiguous, the Arbitration Court shall accept the arbitration application and administer the case. In the event of any dispute, a decision shall be made by CIETAC.

* The following table only features the provisions changed via the CIETAC 2024.

(7) Upon the agreement or request of the parties, CIETAC may provide administration and supporting services for ad hoc arbitration, including but not limited to offering guidance and consultation on the application of the arbitration rules, appointing arbitrators and deciding on the challenge of arbitrators, providing oral hearing services, scrutinizing draft awards, managing arbitrators' remuneration, etc., unless such agreement is inoperative or in conflict with a mandatory provision of the law applicable to the arbitral proceedings.

Article 6 Objection to Arbitration Agreement and/or Jurisdiction

(1) CIETAC has the power to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. CIETAC *may, where necessary, delegate* such power to the arbitral tribunal.

(2) Where CIETAC is satisfied by prima facie evidence that a valid arbitration agreement exists, it *may make a decision based on such evidence* that it has jurisdiction over the arbitration case, and the arbitration shall proceed. Such a decision shall not prevent CIETAC from making a new decision on jurisdiction *based on facts and/or evidence* found by the arbitral tribunal during the arbitral proceedings that are inconsistent with the prima facie evidence.

(3) *Where CIETAC has delegated the power to determine jurisdiction to the arbitral tribunal*, the arbitral tribunal may either make a separate decision on jurisdiction during the arbitral proceedings or incorporate the decision in the final arbitral award.

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

(5)

(6)

(7) CIETAC or *its authorized* arbitral tribunal shall decide to dismiss the case upon finding that CIETAC has no jurisdiction over an arbitration case. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the President of the Arbitration Court. Where the

(1) CIETAC has the power to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. Such power **is delegated to** the arbitral tribunal **once it is formed**.

(2) Where CIETAC is satisfied by prima facie evidence that a valid arbitration agreement exists **and decides** that it has jurisdiction over the arbitration case, the arbitration shall proceed. Such a decision shall not prevent the arbitral tribunal from making a new decision on jurisdiction based on facts and/or evidence it found during the arbitral proceedings that are inconsistent with the prima facie evidence.

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

(4) Any objection to an arbitration agreement and/or the jurisdiction over an arbitration case shall be raised in writing before the first oral hearing held by the arbitral tribunal. Where a case is to be decided on the basis of documents only, such an objection shall be raised before the submission of the first substantive defense. **Where the law applicable to the arbitral proceedings provides otherwise, such provision shall prevail.**

(5)

(6)

(7) CIETAC or the arbitral tribunal shall decide to dismiss the case upon finding of lack of jurisdiction. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the President of the Arbitration Court. Where the case is to be dismissed after the formation of the arbitral

case is to be dismissed after the formation of the arbitral tribunal, the decision shall be made by the arbitral tribunal.

tribunal, the decision shall be made by the arbitral tribunal.

Article 8 Service of Documents and Periods of Time

(1) All documents, notices and written materials in relation to the arbitration may be delivered in person or sent by registered mail or express mail, fax, or by any other means considered proper by the Arbitration Court or the arbitral tribunal.

(1) All documents, notices and materials in relation to the arbitration (“**arbitration documents**”) may be delivered in person or by registered or express mail, by fax, **by electronic means or any other means of communication with a delivery record**, or by any other means considered proper by the Arbitration Court or the arbitral tribunal. **Electronic means of delivery includes service of arbitration documents by electronic means to the email addresses or other electronic addresses agreed/designated by the parties, or via the digitized information exchange system of CIE-TAC or other information system easily accessible to all parties, etc.**

(2) The arbitration documents *referred to in the preceding Paragraph 1* shall be sent to the address provided by the party itself or by its representative(s), or to an address agreed by the parties. Where a party or its representative(s) has not provided an address or the parties have not agreed on an address, the arbitration documents shall be sent to such party’s address as provided by the other party or its representative(s).

(2) **Arbitration documents may be served by electronic means as a preferred way of delivery.**

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

(3) Any arbitration correspondence to a party or its representative(s) shall be deemed to have been properly served on the party if delivered to the addressee or sent to the addressee’s place of business, place of registration, domicile, habitual residence or mailing address, or where, after reasonable inquiries by the other party, none of the aforesaid addresses can be found, the arbitration correspondence is sent by the Arbitration Court to the addressee’s last known place of business, place of registration, domicile, habitual residence or mailing address by registered or express mail, or by any other means that can provide a record of the attempt at delivery, including but not limited to service by public notary, entrustment or retention.

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

(4) The periods of time specified in these Rules shall begin on the day following the day when the party receives or should have received **the arbitration correspondence, notices or written materials** sent by the Arbitration Court.

(5) The periods of time specified in these Rules shall begin on the day following the day when the party receives or should have received **the arbitration documents** sent by the Arbitration Court.

Article 10 Waiver of Right to Object

A party shall be deemed to have waived its right to object where it knows or should have known that any provision of, or requirement under, these Rules has not been complied with and yet participates in or proceeds with the arbitral proceedings without promptly and explicitly submitting its objection in writing to such non-compliance.

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

Chapter II Arbitral Proceedings

Section 1 Request for Arbitration, Defense and Counterclaim

Article 11 Commencement of Arbitration

The arbitral proceedings shall commence on the day on which the Arbitration Court receives a Request for Arbitration.

The arbitral proceedings shall commence on the day on which the Arbitration Court receives a Request for Arbitration. **Where the Claimant submits a Request for Arbitration in writing and/or via CIETAC's online case filing system, the arbitral proceedings shall commence on the day when such Request is first received.**

Article 12 Application for Arbitration

A party applying for arbitration under these Rules shall:

(1) Submit a Request for Arbitration in writing signed and/or sealed by the Claimant or its authorized representative(s), which shall, inter alia, include:

1. the names and addresses of the Claimant and the Respondent, including the zip code, telephone, fax, email, or any other means of electronic telecommunications;
2. a reference to the arbitration agreement that is invoked;
3. a statement of the facts of the case and the main issues in dispute;
4. the claim of the Claimant; [and]
5. the facts and grounds on which the claim is based.

(1) A party applying for arbitration under these Rules shall:

1. Submit a Request for Arbitration in writing signed and/or sealed by the Claimant or its authorized representative(s), which shall, inter alia, include:

- a. the names and addresses of the Claimant and the Respondent, including the zip code, telephone, fax, email, or any other means of electronic telecommunications;
- b. a reference to the arbitration agreement that is invoked;
- c. a statement of the facts of the case and the main issues in dispute;
- d. the claim of the Claimant; [and]
- e. the facts and grounds on which the claim is based.

(2) Attach to the Request for Arbitration the relevant documentary and other evidence on which the Claimant's claim is based.

(3) Pay the arbitration fee in advance to CIETAC in accordance with its Arbitration Fee Schedule.

Article 14 Multiple Contracts

The Claimant may initiate a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that:

1. such contracts consist of a principal contract and its ancillary contract(s), or such contracts involve the same parties as well as legal relationships of the same nature;

2. the disputes arise out of the same transaction or the same series of transactions; [and]

3. the arbitration agreements in such contracts are identical or compatible.

2. Attach to the Request for Arbitration the relevant documentary and other evidence on which the Claimant's claim is based.

3. Pay the arbitration fee in advance to CIETAC in accordance with its Arbitration Fee Schedule.

(2) Where it is agreed in the arbitration agreement that negotiation or mediation shall be conducted before arbitration, the Claimant may apply for arbitration after conducting negotiation or mediation. However, failure to negotiate or mediate shall neither prevent the Claimant from applying for arbitration nor prevent the Arbitration Court from accepting the case, unless the law applicable to the arbitral proceedings or the arbitration agreement expressly provides otherwise.

Article 14 Multiple Contracts and Adding Contract(s) in Arbitration

(1) The Claimant may initiate a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that:

1. such contracts consist of a principal contract and its ancillary contract(s), or such contracts involve the same parties as well as legal relationships of the same nature, or such contracts involve related subject matters;

2. the disputes **in such contracts** arise out of the same transaction or the same series of transactions; [and]

3. the arbitration agreements in such contracts are identical or compatible.

(2) If all of the circumstances set forth in the preceding Paragraph 1 Nr.1, 2, 3 are met, the Claimant may apply to add contract(s) during the arbitral proceedings. However, such application may be denied if it is too late and may delay the arbitral proceedings.

(3) The procedural matters in the preceding Paragraph 1 and 2 shall be decided by the Arbitration Court. Where the application for adding contract(s) is made after the formation of the arbitral tribunal, such decision shall be made by the arbitral tribunal.

Article 18 Joinder of Additional Parties

(3) Where any party objects to the arbitration agreement and/or jurisdiction over the arbitration with respect to the joinder proceed-

(3) Where any party objects to the arbitration agreement and/or jurisdiction over the arbitration with respect to the joinder proceed-

Annex 1

ings, CIETAC has the power to decide on its jurisdiction based on the arbitration agreement and relevant evidence.

ings, the decision on jurisdiction shall be made in accordance with Article 6 of these Rules.

Article 19 Consolidation of Arbitrations

(1) At the request of a party, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration if:

1. all of the claims in the arbitrations are made under the same arbitration agreement;

2. the claims in the arbitrations are made under *multiple arbitration agreements* that are identical or compatible *and the arbitrations* involve the same parties as well as legal relationships of the same nature;

3. the claims in the arbitrations are made under *multiple arbitration agreements* that are identical or compatible *and the multiple contracts involved* consist of a principle contract and its ancillary contract(s); [or]

4. all the parties to the arbitrations have agreed to consolidation.

(1) At the request of a party, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration if:

1. all of the claims in the arbitrations are made under the same arbitration agreement;

2. the claims in the arbitrations are made under **the arbitration agreements in multiple contracts** that consist of a principle contract and its ancillary contract(s), **or** involve the same parties as well as legal relationships of the same nature, **or involve related subject matters, and the arbitration agreements in such contracts** are identical or compatible; [or]

3. all the parties to the arbitrations have agreed to the consolidation.

Article 21 Copies of Arbitration Documents

When submitting the Request for Arbitration, the Statement of Defense, the Statement of Counterclaim, evidence, and other arbitration documents, the parties shall make their submissions in quintuplicate. Where there are multiple parties, additional copies shall be provided accordingly. Where the party applies for preservation of property or protection of evidence, it shall also provide additional copies accordingly. Where the arbitral tribunal is composed of a sole arbitrator, the number of copies submitted may be reduced by two.

Article 21 Means of Submission and Copies of Arbitration Documents

(1) When submitting the Request for Arbitration, the Statement of Defense, the Statement of Counterclaim, evidence, and other arbitration documents, the parties **may use electronic communication as a preferred means.**

(2) Where parties submit arbitration documents by electronic means, identical hard copies may be required if the Arbitration Court or the arbitral tribunal deems it necessary. Where the electronic version is not identical with the hard copies, the electronic version shall prevail; unless otherwise agreed by the parties.

(3) **Where parties make their submissions in hard copies**, such submissions shall be in quintuplicate. Where there are multiple parties, additional copies shall be provided accordingly.

Where the party applies for conservatory measures, additional copies shall be provided accordingly. Where the arbitral tribunal is composed of a sole arbitrator, the number of copies submitted may be reduced by two.

Article 22 Representation

A party may be represented by its authorized Chinese and/or foreign representative(s) in handling matters relating to the arbitration. In such a case, a Power of Attorney shall be forwarded to the Arbitration Court by the party or its authorized representative(s).

(1) A party may be represented by its authorized Chinese and/or foreign representative(s) in handling matters relating to the arbitration. In such a case, a Power of Attorney shall be submitted to the Arbitration Court by the party or its authorized representative(s), **and the Arbitration Court shall forward such Power of Attorney to the other parties and the arbitral tribunal.**

(2) If a party changes or adds representative(s) after the arbitral tribunal is formed, the President of the Arbitration Court may take necessary measures to prevent the occurrence of conflicts of interest on the arbitrator(s) as a result of the change including exclusion of the new representative(s) from participating in the arbitral proceedings, having regard to factors such as the parties' opinions made within a reasonable time on the challenge of arbitrator(s) and the progress of the arbitral tribunal's hearing of the case.

Article 23 Conservatory and Interim Measures

(1) Where a party applies for conservatory measures *pursuant to the laws of the People's Republic of China*, CIETAC shall forward the party's application to the competent court designated by that party in accordance with the law.

Article 23 Conservatory Measures and Interim Measures

(1) Where a party applies for conservatory measures, CIETAC shall forward the party's application to the competent court designated by that party.

Upon the request of a party, CIETAC may forward its application for conservatory measures to such court in advance of issuing the Notice of Arbitration.

Section 2 Arbitrators and the Arbitral Tribunal

Article 24 Duties of Arbitrator

An arbitrator shall not represent either party, and shall be and remain independent of the parties and treat them equally.

(1) An arbitrator shall not represent either party, and shall be and remain **impartial and** independent of the parties and treat them equally.

(2) Upon acceptance of appointment/nomination, the arbitrator shall perform his/her duties in accordance with these Rules and carry out the arbitral proceedings diligently and efficiently.

Article 26 Nomination or Appointment of Arbitrator

(3) The arbitral tribunal shall be formed in accordance with these Rules, unless otherwise agreed by the parties.

(4) If the procedure of forming the arbitral tribunal agreed by the parties is manifestly unfair or unjust, or if a party abuses its rights in a way that results in undue delay of the arbitral proceedings, the Chairman of CIETAC may determine the procedure of formation of the arbitral tribunal or appoint any member of the arbitral tribunal.

Article 27 Three-Arbitrator Tribunal

(3) The parties may each recommend one to five arbitrators as candidates for the presiding arbitrator and shall each submit a list of recommended candidates within the time period specified in the preceding Paragraph 2. Where there is only one common candidate on the lists, such candidate shall be the presiding arbitrator jointly nominated by the parties. Where there is more than one common candidate on the lists, the Chairman of CIETAC shall choose the presiding arbitrator from among the common candidates having regard to the circumstances of the case, and he/she shall act as the presiding arbitrator jointly nominated by the parties. Where there is no common candidate on the lists, the presiding arbitrator shall be appointed by the Chairman of CIETAC.

(3) The Claimant and the Respondent may agree that the arbitrators they each nominate shall jointly nominate the presiding arbitrator, and the two arbitrators so nominated shall jointly nominate, or entrust the Chairman of CIETAC to appoint the presiding arbitrator within seven (7) days from the date of their acceptance of the nomination. Failing such joint nomination or entrustment within the above time limit, the presiding arbitrator shall be appointed by the Chairman of CIETAC.

(4) The parties may each recommend one to five arbitrators as candidates for the presiding arbitrator and shall each submit a list of recommended candidates within the time period specified in the preceding Paragraph 2. Where there is only one common candidate on the lists, such candidate shall be the presiding arbitrator jointly nominated by the parties. Where there is more than one common candidate on the lists, the Chairman of CIETAC shall choose the presiding arbitrator from among the common candidates having regard to the circumstances of the case, and he/she shall act as the presiding arbitrator jointly nominated by the parties. Where there is no common candidate on the lists, the presiding arbitrator shall be appointed by the Chairman of CIETAC from **outside the lists**.

(5) In accordance with the parties' agreement or upon the parties' joint requests, the Chair-