

CAAI ARBITRATION RULES 2017

Preamble

The **CAAI Arbitration Rules 2017** (“*the Rules*”) have been adopted by the **Chinese Arbitration Association, International** (“*CAAI*”) to take effect from 1 July 2017.

The Rules reflect international standards and developments in arbitration, as illuminated by the arbitration rules of various institutions, including HKIAC, ICC, SIAC, SCC, LCIA, ACICA and UNCITRAL.

The Rules apply to arbitrations seated outside Taiwan Area, while the CAA Arbitration Rules 2001 continue to apply to arbitrations seated in Taiwan Area.

Parties may adopt the Rules in their arbitration agreement or by agreement in writing at any time before or after a dispute has arisen.

Model Arbitration Clause

Any dispute, controversy, difference or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by CAAI under CAAI Arbitration Rules in force when the Notice of Arbitration is submitted, which Rules are deemed to be incorporated by reference in this clause.

Optional: The number of arbitrators shall be [*insert one or three*].

Optional: The seat of arbitration shall be... [Hong Kong].

Optional: The language of arbitration shall be [*insert language*].

Optional: The governing law of this arbitration clause shall be the law of [*insert jurisdiction*].

Article 1: Scope of Application

1. The Rules shall come into force on 1 July 2017, and shall govern any arbitration where an arbitration agreement, whether entered into before or after a dispute has arisen, either:
 - (a) provides for CAAI Arbitration Rules to apply; or
 - (b) provides for arbitration “administered by CAAI” or to similar effect; except where the arbitration agreement designates, or the parties or the Tribunal otherwise designate, any place in Taiwan Area as the Seat of Arbitration.
2. The Rules shall apply to any arbitration falling within Article 1.1 and the Notice of Arbitration is submitted on or after 1 July 2017, subject to such modification as

the parties may agree in writing, unless such agreement is inoperative or in conflict with a mandatory provision of the law applicable to the arbitration.

3. If any of the Rules is inconsistent with any mandatory provision of the law applicable to the arbitration from which the parties cannot derogate, that mandatory provision shall prevail.

For any matters not expressly provided for in the Rules, CAAI may administer and the Tribunal may conduct the arbitration in such manner as they consider appropriate, while giving all parties reasonable opportunity to present their case.

Article 2: Definition and Interpretation

1. In the Rules:

“Additional Party” includes one or more parties as specified in Article 27;

“Award” includes an interim, interlocutory, partial or final award, but excludes awards made by Emergency Arbitrator under Schedule 1;

“Answer to Notice of Arbitration” is specified in Article 8;

“CAAI” refers to the “Chinese Arbitration Association, International”, including any committee, sub-committee, other body or person designated by it to perform its functions;

“Claim” means any claim(s) by any party against any other party and includes counterclaim;

“Claimant” includes one or more claimants;

“Costs of Arbitration” are specified in Article 43;

“Defence” means any defence(s) by any party to any claim or counterclaim submitted by any party, and includes set-off defence;

“Emergency Arbitrator” means an arbitrator appointed under Schedule 1 Section 2;

“Emergency Measures” include one or more measures granted by Emergency Arbitrator under Schedule 1;

“Expedited Procedure” is specified in Article 41;

“Expert” includes one or more experts appointed by a Party or the Tribunal under Article 25;

“Interim Measures” include one or more measures granted by the Tribunal under Article 26;

“Notice of Arbitration” is specified in Article 7;

“Notice of Challenge” is specified in Article 16;

“Party” means any party to the arbitration, including Claimant, Respondent, and any Additional Party;

“Respondent” includes one or more respondents;
“Rules” means the CAAI Arbitration Rules 2017 (First Edition, 1 July 2017);
“Seat of Arbitration” is specified in Article 19;
“Statement of Claim” is specified in Article 21;
“Statement of Defence” is specified in Article 22;
“Termination Order” means an order for terminating the arbitration issued by the Tribunal under Article 36; and
“Tribunal” includes one or more arbitrators but excludes any Emergency Arbitrator and arbitrator appointed by Expedited Procedure.

2. The reference to anything “**in writing**” or “**written**”, except for any arbitration clause or arbitration agreement, means the content is recorded in any form (including paper, visual, audio or electronic means) which is accessible and useable for subsequent reference.
3. Any pronoun may be gender-neutral. Any singular noun may refer to the plural in appropriate circumstances.
4. **Official version of the Rules:** Each of the English, Chinese and other language version of the Rules published by CAAI is an official version.

In the event of any inconsistency between the different language versions, the English version shall prevail.

In the event of any dispute about the interpretation of the English version, the parties, Tribunal and CAAI may consult the Chinese version.

Article 3: Waiver of Right to Object

A party who knows or should have known of any non-compliance with any provision of the Rules or any direction or order from the Tribunal and yet proceeds with the arbitration without promptly raising any objection, is deemed to have waived its right to object to such non-compliance.

Article 4: Representation

1. The parties may be represented by any authorised persons of their choice.
2. The Tribunal or CAAI may require proof of authority of any party representatives, such as a power of attorney.
3. Any party intending to change or add to its representatives after the Tribunal’s constitution shall promptly notify such intended change or addition to the Tribunal, CAAI and all other parties.

Article 5: Notices, Statements and Other Written Communications

1. The parties and the Tribunal shall provide CAAI with a copy of any notice,

statement or other written communication concerning the arbitration.

2. Any notice, statement or other written communication is deemed to be received by a party, Tribunal or CAAI if it is:
 - (a) delivered by hand to the addressee personally; or
 - (b) delivered via registered post or courier service to:
 - (i) the address of the addressee or its representative designated in writing during the arbitration;
 - (ii) the address agreed by the parties;
 - (iii) any address based on the parties' practice in prior dealings;
 - (iv) any last known address of the addressee if all of the above fails to deliver;or
 - (c) transmitted by electronic means (including facsimile and email) that provides a record of its transmission (including time and date) to:
 - (i) the facsimile number or email address of the addressee or its representative designated in writing during the arbitration;
 - (ii) any facsimile number or email address agreed by the parties; or
 - (iii) any last known facsimile number or email address of the addressee if all of the above fails to deliver.
3. Any notice, statement or other written communication is deemed to be received on the earliest date when it is made in accordance with any of the means specified in Article 5.2.

For this purpose, the date shall be determined according to the local time at the place of receipt, unless the parties agree otherwise.
4. Any notice, statement or other written communication made to more than one party or arbitrator is deemed to be received when it is made to the last intended recipient in accordance with any of the means specified in Article 5.2.

Article 6: Time Limit and Calculation

1. Any time limit set by the Tribunal for any notice, statement or other written communication, including Statement of Claim and Statement of Defence, should not exceed 30 days.

However, the Tribunal, or CAAI if before the Tribunal's constitution, may extend such time limit at any party's request if it concludes that an extension is justified, even in circumstances where such period has already expired.
2. Any time limit shall begin to run on the day following the day when a notice, statement or other written communication is received or deemed to be received, whichever is earlier, under Article 5.

If the last day of such time limit is an official holiday or a non-business day at the

place of receipt, the time limit shall extend to the first following business day. Official holidays and non-business days occurring during the running of the time limit shall be included in such time limit.

Article 7: Notice of Arbitration

1. A party seeking to commence an arbitration (“Claimant”) shall submit a Notice of Arbitration to CAAI, which shall include the following items:
 - (a) a demand that the dispute be referred to arbitration;
 - (b) the names and contact details of the parties and any representatives (postal and email addresses, telephone and facsimile numbers);
 - (c) a reference to, and a copy of, the arbitration agreement(s) invoked;
 - (d) a reference to, and a copy of, the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises;
 - (e) a description of the nature of the claim, the relief or remedy claimed, and any quantification of the amount claimed or involved;
 - (f) a proposal as to the number of arbitrators (e.g. one or three), if this is not specified in the parties’ arbitration agreement or any other agreement;
 - (g) any comment regarding the applicable law, the Seat of Arbitration or the language of arbitration;
 - (h) any matters which the parties have previously agreed or the Claimant’s proposal regarding the conduct of the arbitration; and
 - (i) where applicable, a brief statement describing how the criteria for commencing a single arbitration under multiple contracts in Article 9.2 are satisfied, or any request for consolidation of arbitrations under Article 28.
2. The Notice of Arbitration shall use the language of arbitration as agreed by the parties.

Absent such an agreement, the Notice of Arbitration shall use either Mandarin Chinese or English. CAAI shall make and notify all parties of its preliminary decision on using either Mandarin Chinese or English within seven days of receiving the Notice of Arbitration.
3. The Notice of Arbitration may also include a Statement of Claim in accordance with Article 21.
4. When submitting the Notice of Arbitration and any accompanying documents to CAAI, the Claimant shall simultaneously provide a copy to all parties, and notify CAAI the mode and date of such service.
5. The Claimant shall pay to CAAI a non-refundable application fee for its Notice of Arbitration in the amount published on CAAI’s website on the date of submitting the Notice of Arbitration.

6. CAAI may request the Claimant to remedy any non-compliance with the above requirements within an appropriate time limit.
 - (a) If the Claimant complies with CAAI's request, the arbitration is deemed to commence on the date when CAAI receives or is deemed to receive the initial version of the Notice of Arbitration, and this date shall be determined in accordance with Article 5.

CAAI shall notify the parties of the commencement of the arbitration.
 - (b) If the Claimant fails to comply with CAAI's request, the submission of the Notice of Arbitration shall not be valid and the arbitration shall not commence. The Claimant may submit the same claim later in another Notice of Arbitration.

Article 8: Answer to Notice of Arbitration

1. Within 30 days of receiving the Notice of Arbitration the Respondent shall submit to CAAI an Answer to Notice of Arbitration, which shall include the following items:
 - (a) the names, postal and email addresses, telephone and facsimile numbers of the Respondent and any representatives that are different from the description in the Notice of Arbitration;
 - (b) confirmation or denial of all or part of the claims;
 - (c) any objection to the jurisdiction of the Tribunal to be constituted under the Rules;
 - (d) any response to the relief or remedy claimed in the Notice of Arbitration;
 - (e) any comment in response to any statements in the Notice of Arbitration regarding the number of arbitrators, the applicable law, the Seat of Arbitration, the language and conduct of the arbitration, or any comment with respect to these matters;
 - (f) a brief statement describing the nature and circumstances of any counterclaim or set-off defence, indicating the arbitration agreement under which each counterclaim or set-off defence is made, specifying the relief or remedy claimed and any quantification of the amount claimed; and
 - (g) any request for consolidation of arbitrations under Article 28.
2. The Answer to Notice of Arbitration shall use the language of arbitration as agreed by the parties.

Absent such an agreement, the Answer to Notice of Arbitration shall use either Mandarin Chinese or English in accordance with CAAI's notification of preliminary decision on language under Article 7.2.
3. The Answer to Notice of Arbitration may also include the Statement of Defence in accordance with Article 22.
4. When submitting the Answer to Notice of Arbitration and any accompanying

documents to the Claimant, the Respondent shall simultaneously provide a copy to all parties, and notify CAAI the mode and date of such service.

Article 9: Multiple Contracts in Single Arbitration

1. A party may commence a single arbitration for disputes arising out of or in connection with more than one contract, by submitting a single Notice of Arbitration to CAAI in accordance with Article 7.
Such Notice of Arbitration shall also include a statement identifying each of the contracts and arbitration agreements invoked, as well as a description of how the criteria in Article 9.2 are satisfied.
2. CAAI may decide to proceed with a single arbitration that it considers proper and appropriate if:
 - (a) the parties have agreed to the single arbitration; or
 - (b) the claims in the arbitration are made under the same arbitration agreement; or
 - (c) the claims in the arbitration are made under multiple but compatible arbitration agreements between the same or related parties, which involve common questions of law or fact, and the remedy or relief claimed arises out of the same transaction or series of transactions.
3. If CAAI decides not to proceed with a single arbitration, any party may subsequently submit separate Notices of Arbitration for each of the multiple contracts and apply to consolidate some of the arbitrations under Article 28.

Article 10: Number of Arbitrators

The Tribunal shall consist of three arbitrators, unless the parties agree otherwise.

Article 11: Appointment of Sole Arbitrator

1. If a sole arbitrator is to be appointed, the parties, including any multiple Claimants and multiple Respondents, shall jointly appoint the sole arbitrator within 30 days from the date when the Respondent receives the Notice of Arbitration, and they shall provide written evidence of their agreement on such appointment to CAAI, unless the parties agree otherwise.
2. If the parties do not appoint the sole arbitrator within the required time limit, CAAI shall appoint the sole arbitrator.

Article 12: Appointment of Three Arbitrators

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator.
If a party does not notify the other party of its appointed arbitrator within 30 days after receiving the other party's notification of arbitrator appointment, that other

party may request CAAI to appoint the second arbitrator.

2. The two appointed arbitrators shall choose a third arbitrator to act as the presiding arbitrator.

Failing such appointment within 30 days from the second arbitrator's appointment, CAAI shall appoint the third and presiding arbitrator.

3. If there are more than two parties to the arbitration, any multiple Claimants shall jointly appoint one arbitrator and any multiple Respondents shall jointly appoint the other arbitrator within the time limit required by CAAI, unless the parties agree otherwise.

Failing such appointments, CAAI shall appoint all three arbitrators and designate one of them as the presiding arbitrator.

Article 13: Confirmation of Arbitrators

All appointments of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by CAAI, upon which the appointments shall become effective.

Article 14: Qualifications of Arbitrators and Disclosure

1. Any arbitrator shall be impartial and independent at all times, and shall not act as advocate for any party.
2. Before confirmation of appointment, a prospective arbitrator shall disclose in writing to all parties and CAAI any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence.

Upon confirmation of appointment and throughout the arbitration, an arbitrator shall promptly disclose in writing to all parties and CAAI any such circumstances, unless he or she has already informed them of such circumstances.

3. A party who does not challenge the arbitrator in accordance with Article 16 within 30 days after receiving the arbitrator's disclosure is deemed to have waived any potential challenge based on such disclosure.

Article 15: *Ex parte* Communication

1. All parties and their representatives shall not have any *ex parte* communication relating to the arbitration with any arbitrator or prospective arbitrator, except to:
 - (a) advise the prospective arbitrator of the general nature of the dispute and the anticipated proceedings;
 - (b) discuss the prospective arbitrator's qualifications, availability, impartiality and independence in relation to the parties; and
 - (c) discuss the suitability of the prospective presiding arbitrator where the parties or party-appointed arbitrators will participate in that arbitrator's appointment.
2. All parties and their representatives shall not have any *ex parte* communication relating to the arbitration with any prospective presiding arbitrator.

Article 16: Challenge of Arbitrators

1. Any arbitrator may be challenged if:
 - (a) circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence;
 - (b) the arbitrator does not possess any requisite qualifications as agreed by the parties; or
 - (c) the arbitrator becomes *de jure* or *de facto* unable to perform his or her functions.A party may challenge the arbitrator appointed by it only for reasons of which he or she becomes aware after such arbitrator has been appointed.
2. A party who intends to challenge an arbitrator shall, within 30 days after being notified of that arbitrator's appointment or becoming aware of the circumstances giving rise to a challenge, submit a Notice of Challenge to CAAI with a copy to all other parties, the challenged arbitrator and any other arbitrator.

The Notice of Challenge shall be in writing and shall state the reasons for the challenge.
3. After receiving the Notice of Challenge, the challenged arbitrator may resign or withdraw, or the other parties may agree to the challenge. No acceptance of the validity of any grounds for the challenge shall be implied in either case.

In both cases, a substitute arbitrator shall be appointed pursuant to the procedures applicable to the challenged arbitrator's appointment. The time limit for the substitute arbitrator's appointment shall commence on the date when CAAI receives the parties' agreement to the challenge or the challenged arbitrator's resignation or withdrawal.
4. If the other parties do not agree to the challenge or the challenged arbitrator does not resign or withdraw within 15 days of receiving the Notice of Challenge, CAAI shall decide on the challenge.

Pending CAAI's decision on the challenge, the Tribunal, including the challenged arbitrator, may continue the arbitration, unless CAAI orders a suspension of the arbitration.

5. If CAAI sustains the challenge, a substitute arbitrator shall be appointed pursuant to the procedures applicable to the challenged arbitrator's appointment.
The time limit for the substitute arbitrator's appointment shall commence on the date when CAAI notifies the parties of its decision on the challenge.
6. If CAAI rejects the challenge, any suspension of the arbitration ordered by CAAI shall cease and the Tribunal shall proceed with the arbitration.
7. The party submitting a Notice of Challenge shall pay a challenge fee of USD 6,000.00 to CAAI for each of CAAI's decision on the challenge made.

Article 17: Replacement of Arbitrators

1. In the event of an arbitrator's death, resignation, withdrawal or removal during the arbitration, a substitute arbitrator shall be appointed pursuant to the procedures applicable to the appointment of the arbitrator being replaced.
2. If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the Tribunal decides otherwise after consulting with the parties.

Article 18: Jurisdiction of Tribunal

1. Before the Tribunal is constituted, if a party objects to the existence, validity, effectiveness, scope or termination of an arbitration agreement or to CAAI's competence to administer the arbitration, CAAI may decide whether and to what extent the arbitration can proceed, and such decision is without prejudice to the admissibility or merits of any party's objection.

The arbitration shall proceed if and to the extent that CAAI is *prima facie* satisfied that an arbitration agreement may exist under the Rules.

2. After the Tribunal is constituted, the Tribunal may rule on its own jurisdiction, including but not limited to, counterclaim, set-off defence, any objections to the existence, validity, effectiveness, scope or termination of an arbitration agreement.
3. The Tribunal may determine the existence or validity of the contract of which an arbitration clause forms a part.

For the purposes of this Article, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract.

The Tribunal's decision that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.

4. Any objection to the Tribunal's jurisdiction shall be raised before or in the

Statement of Defence or Reply to Counterclaim, unless the Tribunal considers the delay justified in the circumstances.

The fact that a party has appointed, or participated in the appointment of, an arbitrator, does not preclude that party from raising such an objection.

5. The Tribunal may decide an objection concerning its jurisdiction either as a preliminary question or in an award on the merits.
6. Pending any challenge to its jurisdiction before a court or other competent authority, the Tribunal may continue the arbitration.

Article 19: Seat of Arbitration

1. The parties may agree on the Seat of Arbitration.

Absent such an agreement, the Seat of Arbitration shall be Hong Kong, unless the Tribunal determines that another seat is more appropriate in the circumstances after consulting with the parties.

2. The Tribunal may hold hearings and meetings at any location outside the Seat of Arbitration and by any means that it considers appropriate.
3. Any award shall be deemed to have been made at the Seat of Arbitration.

Article 20: Language of Arbitration

1. The parties may agree on the language of the arbitration.

Absent such an agreement, the language of the arbitration shall be either Mandarin Chinese or English in accordance with CAAI's notification of preliminary decision on language under Article 7.2, unless the Tribunal determines that another language(s) is more appropriate in the circumstances after consulting with the parties.

2. The language of the arbitration shall apply to any written submissions, including Statement of Claim, Statement of Defence, any amendment and supplement, and any hearings, as well as to any awards, decisions or other written communications made by the Tribunal.
3. For any submissions or documents using a language different from the language of the arbitration, the Tribunal, or CAAI if before the Tribunal's constitution, may require translation in a form to be determined by the Tribunal or CAAI.

Article 21: Statement of Claim

1. Unless contained in its Notice of Arbitration, the Claimant shall submit a Statement of Claim to the Tribunal and all other parties within the time limit to be determined by the Tribunal.
2. The Statement of Claim shall include the following items:
 - (a) a statement of the facts supporting the claim;
 - (b) the points at issue;
 - (c) the legal grounds or arguments supporting the claim;
 - (d) the relief or remedy claimed and any quantification of amount;
 - (e) the parties' names and contact details including postal and email addresses, telephone and facsimile numbers; and
 - (f) all accompanying documents which the Claimant relies on.
3. The requirements in this Article are subject to any change that the Tribunal considers appropriate.

Article 22: Statement of Defence

1. Unless contained in its Answer to Notice of Arbitration, the Respondent shall submit a Statement of Defence to the Tribunal and all other parties within the time limit to be determined by the Tribunal.
2. The Statement of Defence should respond to the items in the Statement of Claim as required by Article 21.2.
3. The Statement of Defence shall also contain the factual and legal grounds for any objection to the Tribunal's jurisdiction or constitution.
4. If the Respondent makes or has made a counterclaim or set-off defence, the Statement of Defence shall also include the following items:
 - (a) a statement of the facts supporting the counterclaim or set-off defence;
 - (b) the points at issue;
 - (c) the legal grounds or arguments supporting the counterclaim or set-off defence;
 - (d) the relief or remedy claimed and any quantification of amount; and
 - (e) all accompanying documents which the Respondent relies on.
5. The requirements in this Article are subject to any change that the Tribunal considers appropriate.

Article 23: Amendment or Supplement

1. Any party may amend or supplement its claim or defence during the arbitration, unless the Tribunal considers such amendment or supplement inappropriate in the circumstances.

2. The Tribunal may require any further written submissions from the parties and shall determine the time limits for such submissions.

Article 24: Evidence and Hearings

1. The Tribunal has the power to determine the admissibility, relevance, materiality and weight of any evidence, including whether to apply strict rules of evidence. The Tribunal may admit or exclude any documents, exhibits or other evidence.

2. The Tribunal may allow or require any party to produce documents, exhibits or other evidence that the Tribunal determines to be relevant to the case and material to its outcome.

The Tribunal shall give all parties reasonable advance notice in writing of any hearing or meeting for the purposes of inspecting documents, goods, other property or evidence.

3. Unless the parties agree otherwise, the Tribunal shall decide whether to hold hearings for the presentation of evidence or oral argument, or whether the arbitration shall be conducted on the basis of documents and written submissions only.

The Tribunal may hold such hearings at appropriate stages of the arbitration upon any party's request or on its own initiative.

4. Any expert, whether appointed by the parties or the Tribunal, shall be a natural person or represented by natural person(s).
5. Witnesses and experts who are presented by the parties to testify to the Tribunal on any issues of fact or expertise may be any individual, even if that individual is a party to the arbitration or in any way related to a party.

If any witnesses or experts are to be heard, a party shall notify the Tribunal and all other parties the names and addresses of the witnesses or experts it intends to present, the subject upon and the language in which such witnesses or experts will give their testimony, within the time limit agreed by the parties or determined by the Tribunal.

6. The Tribunal may determine the order and manner in which witnesses or experts are questioned.
7. The Tribunal may require the retirement of any witness or expert who is not a party to the arbitration during the testimony of other witnesses or experts.
8. Hearings shall be held in private unless the parties agree otherwise.

Article 25: Tribunal's Appointment of Experts

1. Unless the parties agree otherwise, the Tribunal may:
 - (a) appoint one or more experts on specific issues; and
 - (b) require any party to produce or provide such experts with access to any relevant documents, goods or property for inspection.

The Tribunal shall establish terms of reference for the Tribunal-appointed expert, and shall provide a copy of such terms of reference to all parties and CAAI.

2. Any Tribunal-appointed expert shall submit to the Tribunal, all parties and CAAI a statement of his or her qualifications, impartiality and independence before accepting appointment.

The parties may object to the expert's qualifications, impartiality or independence within the time limit required by the Tribunal, and the Tribunal shall promptly decide whether to accept such objection.

After the expert's appointment, the parties may object to the expert's qualifications, impartiality or independence only for reasons of which they become aware after such appointment. The Tribunal shall promptly decide whether to accept such objection or take other actions.

3. The Tribunal-appointed expert shall submit a report in writing ("expert's report") to the Tribunal and all parties.

The Tribunal may invite the parties to submit written comments on such report.

4. After the Tribunal provides the expert's report to all parties, any Tribunal-appointed expert shall, at any party's request, attend a hearing at which the parties shall have the opportunity to question the expert, and the parties may present other experts to testify on the points at issue.

Article 26: Interim Measures

1. Before the Tribunal's constitution, a party may apply to an Emergency Arbitrator for Emergency Measures under Schedule 1, unless the parties agree otherwise.
2. After the Tribunal's constitution, a party may apply to the Tribunal for Interim Measures under this Article, unless the parties agree otherwise.
3. The Tribunal may grant Interim Measures in an order or another form at any time before issuing the final award. For example and without limitation, Interim Measures may require a party to:
 - (a) maintain or restore the status quo pending determination of the dispute;
 - (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process;
 - (c) provide means of preserving assets out of which a subsequent award may be satisfied; or

- (d) preserve evidence that may be relevant and material to the determination of the dispute.
- 4. When deciding a party's request for Interim Measures, the Tribunal shall consider the following:
 - (a) whether harm that is irreparable or cannot be adequately compensated is likely to result if the measure is not granted;
 - (b) whether such harm substantially outweighs the harm that is likely to result to the party affected by the measure if the measure is granted; and
 - (c) whether there is a reasonable possibility that the requesting party will succeed on the merits, provided that any determination on such possibility shall not affect the Tribunal's discretion in making any subsequent determination.
- 5. The Tribunal may require the requesting party to provide appropriate security in connection with the measure.
- 6. The Tribunal may require any party to promptly disclose any material change in the circumstances based on which the measure was requested or granted.
- 7. The Tribunal may modify, suspend or terminate any measure it has granted upon any party's request, or on the Tribunal's own initiative with advance notice to the parties in exceptional circumstances.
- 8. The requesting party may be liable for any costs or damages caused by the measure to any party if the Tribunal later determines that the measure should not have been granted in the circumstances then prevailing. The Tribunal may award such costs or damages at any time during the arbitration.
- 9. A party may apply to a court or other competent authority for:
 - (a) relief similar to Emergency Measures before the Tribunal's constitution;
 - (b) relief similar to Interim Measures after the Tribunal's constitution in exceptional circumstances; or
 - (c) the implementation of any Emergency Measures granted by Emergency Arbitrator under Schedule 1 or any Interim Measures granted by the Tribunal under Article 26.

These applications shall not be deemed an infringement or a waiver of the arbitration agreement, and they shall not affect the relevant powers reserved to the Tribunal.

The party making any of these applications shall promptly notify all other parties, CAAI, the Tribunal or Emergency Arbitrator of such application in writing.

Article 27: Joinder of Additional Party

1. The Tribunal may join one or more parties (“Additional Party”) to an arbitration if:
 - (a) the Additional Party is bound by an arbitration agreement giving rise to the arbitration under the Rules; or
 - (b) all existing parties and the Additional Party have consented to the joinder of the Additional Party.
2. The Tribunal’s decision on joinder is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
3. An existing party wishing to join an Additional Party, or a third party wishing to be joined as an Additional Party, may submit a Request for Joinder and pay a non-refundable fee of USD 2,500.00 to CAAI. The Request for Joinder shall include the following items:
 - (a) case reference of the existing arbitration;
 - (b) the names, postal and email addresses, telephone and facsimile numbers of the parties including the Additional Party;
 - (c) a request that the Additional Party be joined to the arbitration, with supporting statement of facts and legal arguments;
 - (d) a reference to, and a copy of, the contract(s) or other legal instrument(s) out of which or in relation to which the request arises;
 - (e) the points at issue;
 - (f) the relief or remedy claimed; and
 - (g) confirmation that copies of the Request for Joinder and any accompanying documents have been or are being served simultaneously on all other parties and the Tribunal by the means of service specified in such confirmation.
4. Within 15 days of receiving the Request for Joinder, the other existing party to the arbitration and/or the third party may submit an Answer to Request for Joinder to CAAI, which shall include the following items:
 - (a) the names, postal and email addresses, telephone and facsimile numbers of the party and its representative that are different from the description in the Request for Joinder;
 - (b) any objection to the Tribunal’s jurisdiction over the Additional Party;
 - (c) any response to the relief or remedy claimed in the Request for Joinder;
 - (d) any comment in response to the other items in the Request for Joinder as required by Article 27.3;
 - (e) the details of any claims against any other party to the arbitration; and
 - (f) confirmation that copies of the Answer to Request for Joinder and any accompanying documents have been or are being served simultaneously on all

other parties and the Tribunal by the means of service specified in such confirmation.

5. An existing party or third party who does not submit an Answer to Request for Joinder within 15 days of receiving the Request for Joinder is deemed to have waived its right to object to, or comment on, the Request for Joinder.
6. The Tribunal shall make a decision on joinder within 20 days of receiving any Answer to Request for Joinder or, in the absence of any Answer to Request for Joinder, within 30 days of receiving the Request for Joinder.
7. If CAAI receives a Request for Joinder before the Tribunal's constitution, CAAI may decide whether, *prima facie*, the Additional Party is bound by an arbitration agreement giving rise to the arbitration under the Rules, including any arbitrations consolidated under Article 28 or commenced under multiple contracts under Article 9.

The other existing party to the arbitration and/or third party may submit an Answer to Request for Joinder to CAAI in accordance with Article 27.4.

CAAI shall make a decision on joinder within 30 days of receiving the Request for Joinder, and such decision is without prejudice to the admissibility or merits of any party's objection.

8. The Tribunal, once constituted, shall decide any question as to its jurisdiction arising from CAAI's decision on joinder under Article 27.7.
9. If an Additional Party is to be joined to the arbitration, the arbitration in respect of the Additional Party is deemed to commence on the date when CAAI receives the Request for Joinder.
 - (a) If the Additional Party is joined to the arbitration before the Tribunal's constitution, all parties to the arbitration are deemed to have waived their right to appoint an arbitrator unless all parties agree on the arbitrators already appointed, and CAAI shall revoke the appointment of any arbitrator(s) appointed and appoint the arbitrator(s).
 - (b) If the Additional Party is joined to the arbitration after the Tribunal's constitution, the Tribunal shall continue the arbitration.
10. CAAI's revocation of an arbitrator's appointment under Article 27.9(a) is without prejudice to:
 - (a) the validity of any act done or order made by the arbitrator before his or her appointment is revoked; and
 - (b) the arbitrator's entitlement to the fees and expenses subject to the Rules.
11. The parties waive any objection, on the basis of the Tribunal's decision to join an Additional Party to the arbitration, to the validity and/or enforcement of any award made by the Tribunal, in so far as such waiver can be made validly.

12. CAAI may adjust the Tribunal's fees, where appropriate, after receiving a Request for Joinder.

Article 28: Consolidation of Arbitrations

1. Upon a party's request, CAAI may decide to consolidate two or more arbitrations pending under the Rules into a single arbitration that it considers proper and appropriate if:
 - (a) the parties have agreed to the consolidation; or
 - (b) the claims in the arbitrations are made under the same arbitration agreement; or
 - (c) the claims in the arbitrations are made under multiple but compatible arbitration agreements between the same or related parties, which involve common questions of law or fact, and the remedy or relief claimed arises out of the same transaction or series of transactions.
2. The requesting party shall submit a Request for Consolidation to CAAI together with payment of a non-refundable application fee of USD 2,500.00.
3. The Request for Consolidation shall include the following items:
 - (a) case references of the arbitrations to be consolidated;
 - (b) the names, postal and email addresses, telephone and facsimile numbers of all parties;
 - (c) a description of why consolidation of the arbitrations would be proper and appropriate, taking into account the constitution of the Tribunal(s), the progress of the cases, or the cost effectiveness of a consolidated proceeding;
 - (d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the claims arise;
 - (e) whether the parties agree to the consolidation; and
 - (f) confirmation that copies of the Request for Consolidation and any accompanying documents have been or are being served simultaneously on all other parties and the Tribunal(s) by the means of service specified in such confirmation.
4. CAAI shall make a decision on consolidation within 20 days of receiving the Request for Consolidation.
5. Arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree otherwise.
6. All parties shall jointly appoint the arbitrators for the consolidated arbitration within 15 days of being notified of CAAI's decision to consolidate.

Failing such appointment, CAAI shall revoke the appointment of any arbitrators appointed and appoint the arbitrators and, if the Tribunal is to consist of three arbitrators, designate one of them as the presiding arbitrator.

7. CAAI's revocation of an arbitrator's appointment under Article 28.6 is without prejudice to:
 - (a) the validity of any act done or order made by the arbitrator before his or her appointment is revoked, provided that the acts done or orders made by the Tribunals before the consolidation are consistent;
 - (b) the arbitrator's entitlement to the fees and expenses subject to the Rules; and
 - (c) the date when any claim or defence is raised for the purpose of applying any time limit or similar rule.
8. The parties waive any objection, on the basis of CAAI's decision to consolidate, to the validity and/or enforcement of any award made by the Tribunal in the consolidated proceedings, in so far as such waiver can be made validly.

Article 29: Default

1. The Tribunal may proceed with the arbitration and make an award on the basis of the evidence before it if any party, without sufficient cause, fails to:
 - (a) provide the Statement of Defence or any other written submissions;
 - (b) appear at hearings;
 - (c) produce documentary or other evidence; or
 - (d) otherwise present its case in accordance with the Rules or in the manner directed by the Tribunal.
2. If the Claimant, without sufficient cause, fails to provide its Statement of Claim in accordance with the Rules or in the manner directed by the Tribunal, the Tribunal shall issue an order for terminating the arbitration, unless:
 - (a) the parties agree otherwise;
 - (b) any other party has brought a counterclaim or set-off defence and wishes the arbitration to continue; or
 - (c) the Tribunal considers it appropriate to decide any related matters.

Article 30: Closure of Proceedings

1. Within six months from the date of its constitution, the Tribunal shall declare the proceedings closed and state the date of such closure in writing.

CAAI may extend the time limit pursuant to the Tribunal's reasoned request or on its own initiative if it decides necessary to do so.
2. After the closure of proceedings, any party shall not produce any further evidence or make any further submissions without the Tribunal's authorisation or request

through reopening the proceedings.

3. The Tribunal may reopen the proceedings upon a party's request or on its own initiative before making its final award.

Article 31: Applicable Law and *Amiable Compositeur*

1. The Tribunal shall apply the law or rules of law agreed by the parties as applicable to the substance of the dispute.
2. Absent such an agreement, the Tribunal shall apply the law or rules of law which it determines to be appropriate.
3. The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised it to do so.
4. In all cases, the Tribunal shall decide in accordance with the terms of any relevant contracts, and shall take into account any applicable trade usages or industry practices.

Article 32: Decision-Making by Tribunal

1. Where there is more than one arbitrator, the Tribunal shall make any award, order or other decision by a majority of all the arbitrators.
2. Absent a majority consensus, the presiding arbitrator shall make the award, order or other decision.
3. The presiding arbitrator alone may decide procedural questions with the consent of all parties.

Article 33: Time Limit for Award-Making

1. The Tribunal shall make its final award within six weeks from the date of its closure of proceedings as stated in accordance with Article 30.1. Such award shall be signed and dated in accordance with Article 34.2.
2. The calculation of the award-making period shall exclude any period(s) during which the arbitration is suspended under the Rules.
3. CAAI may extend the time limit pursuant to the Tribunal's reasoned request or on its own initiative if it decides necessary to do so.

Article 34: Requirements and Effect of Awards

1. The Tribunal may make a single award or separate awards on different issues at different times in the form of interim, interlocutory, partial or final award.
2. Any award shall be made in writing and shall contain the following:
 - (a) the date on which the award is made;
 - (b) the Seat of Arbitration;

- (c) the reasons of the award, unless the parties agree otherwise, or the award is a consent award; and
 - (d) the signatures of the majority of arbitrators, and the reason for any omitted signature.
3. Upon full settlement of the Costs of Arbitration, the Tribunal shall provide the signed award to all parties and CAAI.
 4. Any award shall be final and binding on all parties from the date on which it is made.
The parties shall carry out any award promptly or within any time limit specified in the award.

Article 35: Settlement

1. If the parties settle their dispute, whether or not involving any mediation, before the Tribunal makes the final award, the Tribunal may record the settlement in the form of a consent award upon the parties' request.
Article 34 shall apply to such an award, which shall have the same status and effect as any other award on the merits.
2. If the parties do not request such an award, the Tribunal shall make an order for terminating the arbitration signed by all arbitrators under Article 36, and provide CAAI with a copy of such order.

Article 36: Termination of Arbitration

1. The arbitration is terminated by:
 - (a) the Tribunal's final award;
 - (b) the parties' settlement; or
 - (c) the Tribunal's order for terminating the arbitration ("Termination Order") in accordance with this Article.
2. The Tribunal shall issue a Termination Order when:
 - (a) the parties agree on the termination of the arbitration; or
 - (b) the Claimant withdraws its claim, unless another party raises a justifiable objection and the Tribunal recognises that party's legitimate interest in obtaining a final settlement of the dispute; or
 - (c) the Tribunal finds that the continuation of the arbitration has become unnecessary or impossible for any other reason, unless the Tribunal considers it necessary or appropriate to decide any remaining matters.
3. The Tribunal shall provide its Termination Order signed by all arbitrators to all parties and CAAI.

Article 37: Correction and Interpretation of Awards

1. Within 30 days of receiving the award, a party may, with written notice to all other parties, request the Tribunal to:
 - (a) correct in the award any error in computation, any clerical or typographical error, or any error, ambiguity or omission of a similar nature; or
 - (b) give an interpretation of a specific point or part of the award.
2. Any other party may comment on such request for correction or interpretation within 15 days of receiving the request.
3. If the Tribunal considers the request to be justified, it shall make correction or give interpretation within 30 days of receiving such request.
4. Within 30 days of the date of the award, the Tribunal may correct any error of the type referred to in Article 37.1(a) on its own initiative after consulting with the parties.

The Tribunal may make any further correction to the award or any further interpretation of the award which is necessitated by or consequential on:

 - (a) the interpretation of any point or part of the award or the correction of any error in the award under this Article; or
 - (b) the issue of any additional award under Article 38.
5. CAAI may extend the time limit for the Tribunal to make correction or give interpretation.
6. Any correction, made in the original award or in a separate memorandum, shall form part of the award. Any interpretation shall also form part of the award.

Article 34 shall apply in the same manner with any necessary changes in relation to any correction or interpretation of the award.

Article 38: Additional Award

1. Within 30 days of receiving the award, a party may, with written notice to all other parties, request the Tribunal to make additional award as to any claim(s) presented in the arbitration but omitted from the award.
2. Any other party may comment on such request within 15 days of receiving the request.
3. If the Tribunal considers the request to be justified, it shall make additional award within 60 days of receiving such request.
4. CAAI may extend the time limit for the Tribunal to make additional award.
5. Within 30 days of the date of the award, the Tribunal may make additional award on its own initiative after consulting with the parties.

The Tribunal may make any additional award which is necessitated by or consequential on the correction or interpretation of the award under Article 37.

6. Article 34 shall apply in the same manner with any necessary changes in relation to any additional award.

Article 39: Confidentiality

1. Unless the parties agree otherwise, no party may publish, disclose or communicate any information not already in the public domain relating to:
 - (a) the arbitration under the arbitration agreement(s), including the existence of the arbitration and identity of arbitrators; and
 - (b) any award(s) made in the arbitration.

Such confidentiality also applies to any arbitrator, Emergency Arbitrator, expert, witness, Tribunal's secretary and CAAI.

2. This Article does not prevent a party's publication, disclosure or communication of the information specified in Article 39.1 to:
 - (a) any court or other competent authority in proceedings for protecting or pursuing that party's legal right or interest, or for enforcing or challenging any award;
 - (b) any government or regulatory body, court or other authority where that party is obliged by law to make the publication, disclosure or communication;
 - (c) any of the parties' professional and other advisers, including any actual and potential witnesses and experts; and
 - (d) any third party for the purpose of any application for joinder of Additional Party under Article 27 or consolidation of arbitrations under Article 28.
3. The deliberations of the Tribunal, including any recordings, transcripts or documents used in relation to the arbitration, shall remain confidential.
4. An award may be published, whether in its entirety or in the form of excerpts or summary, only if:
 - (a) a request for publication is made to CAAI;
 - (b) all references to the parties' names and other identifying information are omitted; and
 - (c) none of the parties objects to such publication within the time limit required by CAAI.
5. The Tribunal may take appropriate measures against any party in breach of this Article, including issuing an order or award for sanctions or costs.

Upon any party's request, the Tribunal may make orders concerning the confidentiality of the arbitration and take measures for protecting trade secrets or confidential information.

Article 40: Exclusion of Liability

1. CAAI (including its committees, sub-committees, directors, officers, employees, members and other designated persons), any arbitrator, Emergency Arbitrator, Tribunal-appointed expert or Tribunal's secretary shall not be liable to any person for any act or omission in connection with any arbitration conducted under the Rules, except where such act or omission constitutes wilful misconduct.
2. After a final award is made and all possibilities of correction, interpretation and additional awards have lapsed or been exhausted, CAAI (including its committees, sub-committees, directors, officers, employees, members and other designated persons), any arbitrator, Emergency Arbitrator, Tribunal-appointed expert or Tribunal's secretary shall not be under any obligation to make any statement to any person about any matter concerning the arbitration.
3. A party shall not seek to make any of these persons a witness in any legal or other proceedings arising out of or in connection with the arbitration.

Article 41: Expedited Procedure

1. Before the Tribunal's constitution, a party may apply to CAAI in writing to conduct the arbitration in accordance with the Expedited Procedure in Article 41.4 if:
 - (a) the amount in dispute is less than USD 250,000.00;
 - (b) the parties so agree; or
 - (c) in cases of exceptional urgency.
2. Unless the parties agree otherwise, the Expedited Procedure shall not apply to any arbitration consolidated under Article 28 or commenced under multiple contracts under Article 9.
3. CAAI shall consider the views of all parties in deciding whether to grant such an application.
4. The arbitration shall be conducted by Expedited Procedure, which is based upon the Rules but subject to the following changes:
 - (a) CAAI may shorten any time limits under the Rules;
 - (b) The case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;
 - (c) If the arbitration agreement provides for three arbitrators, CAAI shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree, the case shall be referred to three arbitrators;
 - (d) The Tribunal may, after consulting with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for any oral argument or examination of any witness and expert;

- (e) The Tribunal shall make its final award within six weeks from the date of its closure of proceedings. CAAI may extend this time limit only once in exceptional circumstances; and
- (f) The Tribunal shall state the reasons upon which the award is based in summary form, unless the parties agree otherwise.

Article 42: Deposit for Costs

1. As soon as practicable after the Respondent receives the Notice of Arbitration, CAAI shall determine the amount of Deposit for Costs, which includes CAAI's administrative fees determined in accordance with Article 45 and other necessary expenses, as well as the Tribunal's fees and expenses.
The Tribunal, once constituted, shall confirm the amount of Deposit for Costs determined by CAAI.
2. CAAI shall request the Claimant and the Respondent to each pay one-half of the Deposit for Costs.
Unless CAAI otherwise deems acceptable, any amount paid by each party must be paid from the party's account.
3. CAAI may request separate deposits if the Respondent submits a counterclaim, or if it considers otherwise appropriate in the circumstances.
4. During the arbitration, CAAI may request the parties to make supplementary deposits that it considers necessary.
The Tribunal may inform CAAI if further deposits are required, such as when additional hours have been incurred.
5. If the required deposits are not paid in full to CAAI within 30 days after the parties receive the request for payment, CAAI shall inform the parties and order one of them to make the required deposits.
If such payment is not made, CAAI or the Tribunal may order the suspension or termination of the arbitration, or continue the arbitration on such basis and in respect of such claim or counterclaim as CAAI or the Tribunal considers appropriate.
6. The Tribunal shall, in its final award, render an account to the parties of the deposits received by CAAI.
7. CAAI shall place the deposits made by the parties in interest bearing deposit account(s) at reputable licensed deposit-taking institutions.
In selecting the account(s), CAAI shall have due regard to the possible need to make the deposited funds available immediately.
8. If the parties settle their dispute or if the arbitration is terminated, CAAI may return the unused portion of the Deposit for Costs.

9. The parties are jointly and severally liable for the Deposit for Costs.

Article 43: Costs of Arbitration

1. As soon as the Tribunal is constituted or an Additional Party is joined or the arbitrations are consolidated, the Tribunal shall determine and confirm the amount in dispute for the purpose of determining the amount of CAAI's administrative fees and the Tribunal's fees.

The Tribunal shall promptly inform CAAI of its determination for CAAI to make any refund or to request additional Deposit for Costs.

2. The Tribunal shall determine the Costs of Arbitration, which shall include the following items:
 - (a) the Tribunal's fees as determined in accordance with Article 44;
 - (b) the reasonable travel and other expenses incurred by the Tribunal;
 - (c) the reasonable costs of expert advice and other assistance required by the Tribunal;
 - (d) the reasonable travel and other expenses of witnesses and experts;
 - (e) the reasonable costs for legal representation and assistance if such costs were claimed during the arbitration; and
 - (f) CAAI's administrative fees and other fees, including but not limited to the fees for appointing and challenging arbitrators, consolidation and joinder of additional party, the costs of Interim Measures and Emergency Proceedings paid under Schedule 1 Section 9.
3. The Tribunal may apportion all or part of the Costs of Arbitration between the parties if it determines that apportionment is reasonable in the circumstances.
4. The Tribunal may make an order requiring a party to provide security for the Costs of Arbitration.
5. If arbitrations are consolidated under Article 28, the Tribunal in the consolidated arbitration shall allocate the Costs of Arbitration. Such costs shall include, but shall not be limited to, the fees of any arbitrators appointed, and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.
6. If the Tribunal issues a Termination Order under Article 36 or makes a consent award under Article 35, the Tribunal or CAAI shall determine the Costs of Arbitration in that order or award.
7. The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

Article 44: Tribunal's Fees and Expenses

1. The Tribunal's fees shall be determined pursuant to either Schedule 2 (Hourly Rate) or Schedule 3 (Amount in Dispute).

The parties shall agree on using either Schedule 2 or Schedule 3 for determining the Tribunal's fees, and shall inform CAAI of their agreement within 30 days after the Respondent receives the Notice of Arbitration.

Failing such an agreement, the Tribunal's fees shall be determined pursuant to Schedule 3 (Amount in Dispute).

2. If the Tribunal's fees are to be determined pursuant to Schedule 2 (Hourly Rate), the applicable hourly rate for each arbitrator shall be the rate as agreed between that arbitrator and the parties, which shall not exceed the maximum hourly rate of USD 800.00.

CAAI shall determine the presiding arbitrator's hourly rate.

If the parties and the arbitrator cannot agree on the hourly rate within 20 days after the arbitrator's appointment, CAAI shall determine the hourly rate, which shall not exceed the maximum hourly rate of USD 800.00.

3. CAAI shall consider the following criteria when determining an arbitrator's hourly rate:
 - (a) the amount in dispute;
 - (b) the complexity of the subject matter of the arbitration;
 - (c) the time spent by the Tribunal;
 - (d) the fees shall be reasonable in amount; and
 - (e) any other circumstances including, but not limited to, the discontinuation of the arbitration because of settlement or any other reason.
4. The Tribunal shall be reimbursed for its necessary or reasonable expenses incurred, such as travel, meals and accommodation.

Article 45: CAAI's Administrative and Other Fees

1. CAAI's administrative fees are based on the amount in dispute, and shall be determined pursuant to the following table.

Amount in Dispute (in USD)	Administrative Fees (in USD)
Up to 220,000	3,100
From 220,001 to 300,000	3,100 + 0.780% of amt. over 220,000
From 300,001 to 450,000	3,724 + 0.750% of amt. over 300,000
From 450,001 to 750,000	4,849 + 0.670% of amt. over 450,000
From 750,001 to 1,500,000	6,859 + 0.380% of amt. over 750,000
From 1,500,001 to 3,000,000	9,709 + 0.220% of amt. over 1,500,000
From 3,000,001 to 6,000,000	13,009 + 0.150% of amt. over 3,000,000
From 6,000,001 to 12,000,000	17,509 + 0.080% of amt. over 6,000,000
From 12,000,001 to 30,000,000	22,309 + 0.052% of amt. over 12,000,000
From 30,000,001 to 56,770,000	31,669 + 0.404% of amt. over 30,000,000
Over 56,770,001	42,377

2. Claims and counterclaims are aggregated when determining the amount in dispute. The same applies to any set-off defence, unless the Tribunal decides otherwise.
3. In cases of joinder of Additional Party under Article 27 or consolidation of arbitrations under Article 28, the amounts of claims and counterclaims are aggregated or set-off when determining the amount in dispute.
4. Any interest claim shall not be taken into account when determining the amount in dispute.
However, if the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in determining the amount in dispute.

5. If the amount in dispute is not quantified, CAAI's administrative fees shall be determined by CAAI and confirmed by the Tribunal, taking into account the circumstances of the case.
6. If CAAI is requested to appoint an arbitrator on behalf of the parties, a fee of USD 1,500.00 shall apply to each of the appointment made by CAAI.
7. CAAI's administrative fees and filing fees may be subject to value added tax or other charges.

Article 46: Currency

Amounts in currencies other than United States Dollars (USD) shall be converted into USD at the rate of exchange published by the Hongkong Shanghai Banking Corporation Limited (HSBC) on the date of submitting the Notice of Arbitration, or submitting any new claim, set-off defence or amendment to a claim or defence.

Schedule 1 – Emergency Arbitrator and Emergency Measures

Section 1: Request for Emergency Measures

1. This Schedule shall not apply if:
 - (a) the arbitration agreement was concluded before the Rules came into force; or
 - (b) the parties have agreed to opt out of this Schedule.
2. A party may, concurrent with or after the submission of a Notice of Arbitration but before the Tribunal’s constitution, submit to CAAI a request for urgent measures to be granted by an Emergency Arbitrator (“Request for Emergency Measures”).
3. The Request for Emergency Measures shall be submitted in accordance with any of the means specified in Article 5.2 of the Rules, and shall include the following items:
 - (a) the names and any known postal and email addresses, telephone and facsimile numbers of the parties and any representatives;
 - (b) a description of the circumstances giving rise to the Request for Emergency Measures and the underlying dispute referred to arbitration;
 - (c) a statement of the Emergency Measures sought, including the reasons why the applicant needs and is entitled to such measures on an urgent basis that cannot await the Tribunal’s constitution;
 - (d) the arbitration agreement(s) and other relevant agreement(s);
 - (e) any comments on the language, applicable law and seat of the proceedings for Emergency Measures (“Emergency Proceedings”);
 - (f) confirmation of payment to CAAI of the “Emergency Deposit” (as specified in Section 8 of this Schedule); and
 - (g) confirmation that copies of the Request for Emergency Measures and any accompanying documents have been or are being served simultaneously on all other parties, the Emergency Arbitrator and CAAI by the means of service specified in such confirmation.
4. The Request for Emergency Measures may contain such other information or documents as the requesting party considers appropriate or as may contribute to the efficient examination of the Request.
5. The requesting party shall promptly notify CAAI, all other parties and the Emergency Arbitrator (once appointed) of any application for measures similar to Emergency Measures made to a court or other competent authority.

Section 2: Appointment of Emergency Arbitrator

1. If CAAI decides to accept the Request for Emergency Measures, CAAI shall appoint an Emergency Arbitrator within two days after receiving both the Request for Emergency Measures and the Emergency Deposit.
2. Once the Emergency Arbitrator is appointed, CAAI shall notify the parties about such appointment and shall transmit the file to the Emergency Arbitrator.
After CAAI's notification and transmission of file, any party shall submit all written communications directly to the Emergency Arbitrator with copies to the other parties and CAAI. The Emergency Arbitrator shall also give CAAI copies of his or her written communications to the parties.
3. Unless the parties agree otherwise, the Emergency Arbitrator may not act as an arbitrator in the Tribunal in any arbitration relating to the dispute that gave rise to the Request for Emergency Measures and in respect of which the Emergency Arbitrator has acted.
4. The Emergency Arbitrator shall have no further power to act once the Tribunal is constituted. This is subject to the Emergency Arbitrator's power to make Emergency Decision under Section 7 of this Schedule even if the file has been transmitted to the Tribunal in the meantime.

Section 3: Challenge and Replacement of Emergency Arbitrator

1. Article 14 and Article 16 of the Rules shall apply to the qualifications and challenge of Emergency Arbitrator, except that the time limits in Article 16.2 and 16.4 are shortened to three days.
2. In the event of an Emergency Arbitrator's death, resignation, withdrawal or removal, CAAI shall appoint a substitute Emergency Arbitrator within two days of such an event.

If the Emergency Arbitrator is replaced, the Emergency Proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise.

Section 4: Seat of Emergency Proceedings

1. If the parties have agreed on the Seat of Arbitration, such seat shall be the seat of Emergency Proceedings.
2. If the parties have not agreed on the Seat of Arbitration, and without prejudice to the Tribunal's determination of the Seat of Arbitration under Article 19.1 of the Rules, the seat of Emergency Proceedings shall be Hong Kong.

Section 5: Language of Emergency Proceedings

1. If the parties have agreed on the language of arbitration, such language shall be the language of Emergency Proceedings.
2. If the parties have not agreed on the language of arbitration, CAAI shall determine the language of Emergency Proceedings.

Section 6: Conduct of Emergency Proceedings

1. The Emergency Arbitrator shall, within two days of his or her appointment, establish a schedule considering the Request for Emergency Measures.
2. The Emergency Arbitrator may conduct the Emergency Proceedings in such manner as he or she considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each party has a reasonable opportunity to be heard on the Request for Emergency Measures.
3. The Emergency Arbitrator may rule on his or her own jurisdiction, including any objections to the existence, validity, effectiveness, scope or termination of arbitration agreement(s), or to the applicability of this Schedule.
4. The Emergency Arbitrator may dismiss the Request for Emergency Measures and terminate the Emergency Proceedings, if he or she considers that the requested Emergency Measures are unnecessary or unable to be granted.
5. For all matters not expressly provided for in this Schedule, the Emergency Arbitrator shall act in the spirit of the Rules.

Section 7: Decision on Emergency Measures

1. When deciding a party's Request for Emergency Measures, the Emergency Arbitrator shall consider the following:
 - (a) whether harm that is irreparable or cannot be adequately compensated is likely to result if the measure is not granted;
 - (b) whether such harm substantially outweighs the harm that is likely to result to the party affected by the measure if the measure is granted; and
 - (c) whether there is a reasonable possibility that the requesting party will succeed on the merits, provided that any determination on such possibility shall not affect the Tribunal's discretion in making any subsequent determination.
2. The Emergency Arbitrator may require the requesting party to provide appropriate security.
3. The Emergency Arbitrator may grant any Emergency Measures that he or she considers necessary and on such terms as he or she considers appropriate.

The Emergency Arbitrator may make preliminary orders pending any hearing, telephone or video conference or written submissions by the parties.

4. Any decision, order or award of the Emergency Arbitrator (“Emergency Decision”) shall be made within 15 days from the date when CAAI transmitted the file to the Emergency Arbitrator, unless this time limit is extended by the parties’ agreement or by CAAI in appropriate circumstances.
5. No interim order or award shall be made by the Emergency Arbitrator until CAAI has approved its form.
6. An Emergency Decision shall be made in writing and signed by the Emergency Arbitrator. It shall contain the following:
 - (a) the date on which the Emergency Decision is made;
 - (b) reasons in summary form upon which the Emergency Decision is based, including whether the Request for Emergency Measures complies with Article 26.1 of the Rules and Section 1 of this Schedule, and whether the Emergency Arbitrator has jurisdiction to grant Emergency Measures; and
 - (c) the Costs of Emergency Proceedings in accordance with Section 9 of this Schedule.
7. The Emergency Arbitrator shall promptly provide the signed Emergency Decision to all parties and CAAI.

The Emergency Arbitrator shall make every reasonable effort to ensure that the Emergency Decision is valid.
8. Any Emergency Decision shall have the same effect as Interim Measures granted by the Tribunal under Article 26 of the Rules, and shall be binding on the parties when granted.

The parties shall comply with any Emergency Decision promptly or within any specified time limit.

The parties also irrevocably waive their rights to any form of appeal, review or recourse to any court or other competent authority with respect to any Emergency Decision, to the extent that such waiver can be validly made.
9. Upon a party’s reasoned request, the Emergency Arbitrator or the Tribunal (once constituted) may modify, suspend or terminate any Emergency Decision.

The Emergency Arbitrator’s decision and reasons are not binding on the Tribunal.
10. Any Emergency Decision ceases to be binding on the parties in any of the following circumstances:
 - (a) the Emergency Arbitrator or the Tribunal so decides;
 - (b) the Tribunal makes a final award, unless the Tribunal expressly decides otherwise;
 - (c) all claims are withdrawn or the arbitration is terminated before the final award is made;
 - (d) the Tribunal is not constituted within 90 days from the date of the Emergency

- Decision, unless extended by the parties' agreement or by CAAI in appropriate circumstances;
- (e) the CAAI sustains a party's challenge against the Emergency Arbitrator; or
 - (f) the arbitration has been suspended for 60 consecutive days after the Tribunal's constitution.

Section 8: Emergency Deposit

1. Emergency Deposit is the amount determined by CAAI and published on CAAI's website on the date the Request for Emergency Measures is submitted, which consists of CAAI's administrative fees and the Emergency Arbitrator's fees and expenses as determined by CAAI on the basis of hourly rate under Schedule 2.
2. CAAI may, at any time during the Emergency Proceedings, decide to increase the fees or expenses, taking into account the nature of the case, the nature and amount of work performed by it and the Emergency Arbitrator.
3. If the requesting party fails to pay the increased fees or expenses within the time limit required by CAAI, CAAI shall dismiss such Application.

Section 9: Costs of Emergency Proceedings

1. The Costs of Emergency Proceedings include CAAI's administrative fees, the Emergency Arbitrator's fees and expenses, and the reasonable legal and other costs incurred by the parties because of the Emergency Proceedings.
2. Any Emergency Decision shall state the amount of the Costs of Emergency Proceedings and decide which of the parties, or in what proportions the parties shall bear them, subject to the Tribunal's power to determine finally the apportionment of such costs under Article 43 of the Rules.

Schedule 2 – Tribunal’s Fees and Expenses (Based on *Hourly Rate*), Terms and Conditions

Section 1: Scope of Application and Interpretation

1. This Schedule shall apply to arbitrations in which the Tribunal’s fees and expenses are to be determined on the basis of hourly rate, as well as to the Emergency Arbitrator’s fees and expenses payable under Schedule 1.
2. CAAI may interpret this Schedule’s terms and scope of application as it considers appropriate.
3. The hourly rate determined by CAAI shall be the rate in force on the date when the Notice of Arbitration or the Request for Emergency Measures is submitted.

Section 2: Payments to the Tribunal

1. CAAI shall make payments to the Tribunal from the parties’ Deposit for Costs (as specified in Article 42 of the Rules).
CAAI may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the Tribunal.
2. If the funds are insufficient at the time a payment is required, CAAI may invoice the parties for payment and settlement.
3. Payments to the Tribunal shall be made in United States Dollars (USD) unless the Tribunal directs otherwise.
4. The parties are jointly and severally liable for the Tribunal’s fees and expenses, irrespective of which party appointed which arbitrator.

Section 3: Tribunal’s Expenses

1. The Tribunal shall be reimbursed for its necessary or reasonable expenses as specified in Article 44.4 of the Rules.
2. The Tribunal’s expenses shall not include the Tribunal’s fees determined on an hourly rate under Section 5 of this Schedule.

Section 4: Fees and Expenses of the Replaced Arbitrators

1. If an arbitrator is replaced, CAAI shall determine the amount of any fees and expenses to be paid to the replaced arbitrator, taking into account circumstances including, but not limited to, the applicable method for determining the replaced arbitrator’s fees, the work done by the replaced arbitrator in connection with the arbitration, and the complexity of the subject matter of the arbitration.
2. The Tribunal retains the full right to request full payment of its hours spent if no award is made before the replacement of arbitrator.

Section 5: Tribunal's Hourly Rate

1. An arbitrator shall be remunerated at an hourly rate for all work reasonably carried out in connection with the arbitration.
2. An arbitrator shall agree in writing his or her hourly rate upon CAAI's confirmation of his or her appointment.
3. An arbitrator's agreed hourly rate shall not exceed the rate determined by CAAI on the date when the Notice of Arbitration is submitted.
4. Subject to this Section, an arbitrator may review and increase his or her agreed hourly rate by no more than 10% on each anniversary of CAAI's confirmation of his or her appointment.
5. Higher hourly rates may be charged if expressly agreed in writing by all parties, or if CAAI so determines in exceptional circumstances.
6. If an arbitrator is required to travel in order to fulfil his or her obligations as an arbitrator, the arbitrator shall be entitled to charge and be reimbursed for:
 - (a) the time spent on travelling but not working at a rate of 50% of the agreed hourly rate; and
 - (b) the time spent on working whilst travelling at the full rate of the agreed hourly rate.
7. Any cancellation or postponement of hearing days other than by agreement of all parties may be taken into account when considering any subsequent allocation of costs.
8. Amounts paid to the arbitrator do not include any applicable taxes.

Section 6: Lien on Award

CAAI and the Tribunal shall have a lien over any awards made by the Tribunal to secure the payment of any outstanding fees and expenses, and may refuse to release such awards to the parties until all the fees and expenses have been paid in full, whether jointly or by one of the parties.

Section 7: Governing Law

The terms of this Schedule and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the law of Hong Kong.

Schedule 3 – Tribunal’s Fees and Expenses (Based on *Amount in Dispute*), Terms and Conditions

Section 1: Scope of Application and Interpretation

1. This Schedule shall apply to arbitrations in which the Tribunal’s fees and expenses are to be determined on the basis of the amount in dispute, but shall not apply to any Emergency Arbitrator’s fees and expenses payable pursuant to Schedule 1.
2. CAAI may interpret this Schedule’s terms and scope of application as it considers appropriate.

Section 2: Payments to the Tribunal

1. CAAI shall make payments to the Tribunal from the parties’ Deposit for Costs (as specified in Article 42 of the Rules).
CAAI may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the Tribunal.
2. If the funds are insufficient at the time a payment is required, CAAI may invoice the parties for payment and settlement.
3. Payments to the Tribunal shall be made in United States Dollars (USD) unless the Tribunal directs otherwise.
4. The parties are jointly and severally liable for the Tribunal’s fees and expenses, irrespective of which party appointed which arbitrator.

Section 3: Tribunal’s Expenses

The Tribunal shall be reimbursed for its necessary or reasonable expenses as specified in Article 44.4 of the Rules.

Section 4: Fees and Expenses of the Replaced Arbitrators

If an arbitrator is replaced, CAAI shall determine the amount of any fees and expenses to be paid to the replaced arbitrator, taking into account circumstances including, but not limited to, the applicable method for determining the replaced arbitrator’s fees, the work done by the replaced arbitrator in connection with the arbitration, and the complexity of the subject matter of the arbitration.

Section 5: Tribunal’s Fees Based on Amount in Dispute

1. The Tribunal’s fees shall be determined in accordance with the following table, in which each of the fees represents the minimum and maximum amounts payable to each arbitrator.

In determining the Tribunal’s fees, CAAI shall consider the time spent, complexity

of the dispute, as well as the arbitrator’s diligence and efficiency. CAAI reserves the right to arrive at a figure within the limits prescribed below.

2. The Tribunal’s fees shall cover the Tribunal’s activities from the time the file is transmitted to it until its last final award.
3. Any interest claim shall not be taken into account when determining the amount in dispute.
However, if the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in determining the amount in dispute.
4. If the amount in dispute is not quantified, CAAI shall determine the Tribunal’s fees, taking into account the circumstances of the case.
5. If the arbitration is terminated before a final award is made, CAAI shall determine the arbitrator’s fees and expenses at its discretion, taking into consideration the stage of the arbitral proceedings as well as any other relevant circumstances.
6. Amounts paid to the arbitrator do not include any applicable taxes.

Minimum Amount		Maximum Amount	
Amount in Dispute (USD)	Arbitrator’s Fees (USD)	Amount in Dispute (USD)	Arbitrator’s Fees (USD)
Up to 220,000	2,800	Up to 220,000	11,500
From 220,001 to 300,000	2,800 + 2.300% of amt. over 220,000	From 220,001 to 300,000	11,500 + 8.500% of amt. over 220,000
From 300,001 to 450,000	4,640 + 2.000% of amt. over 300,000	From 300,001 to 450,000	18,300 + 8.200% of amt. over 300,000
From 450,001 to 750,000	7,640 + 0.800% of amt. over 450,000	From 450,001 to 750,000	30,600 + 4.000% of amt. over 450,000
From 750,001 to 1,500,000	10,040 + 0.600% of amt. over 750,000	From 750,001 to 1,500,000	42,600 + 2.300% of amt. over 750,000
From 1,500,001 to 3,000,000	14,540 + 0.350% of amt. over 1,500,000	From 1,500,001 to 3,000,000	59,850 + 1.000% of amt. over 1,500,000
From 3,000,001 to 6,000,000	19,790 + 0.250% of amt. over 3,000,000	From 3,000,001 to 6,000,000	74,850 + 0.650% of amt. over 3,000,000
From 6,000,001 to 12,000,000	27,290 + 0.070% of amt. over 6,000,000	From 6,000,001 to 12,000,000	94,350 + 0.350% of amt. over 6,000,000
From 12,000,001 to 30,000,000	31,490 + 0.050% of amt. over 12,000,000	From 12,000,001 to 30,000,000	115,350 + 0.250% of amt. over 12,000,000

From 30,000,001 to 56,770,000	40,490 + 0.030% of amt. over 30,000,000	From 30,000,001 to 56,770,000	160,350 + 0.150% of amt. over 30,000,000
From 56,770,001 to 85,155,000	48,521 + 0.020% of amt. over 56,770,000	From 56,770,001 to 85,155,000	200,505 + 0.120% of amt. over 56,770,000
From 85,155,001 to 106,445,000	54,198 + 0.010% of amt. over 85,155,000	From 85,155,001 to 106,445,000	234,567 + 0.100% of amt. over 85,155,000
Over 106,445,001	56,327 + 0.008% of amt. over 106,445,000	Over 106,445,001	255,857 + 0.060% of amt. over 106,445,000

Section 6: Lien on Award

CAAI and the Tribunal shall have a lien over any awards made by the Tribunal to secure the payment of any outstanding fees and expenses, and may refuse to release such awards to the parties until all the fees and expenses have been paid in full, whether jointly or by one of the parties.

Section 7: Governing Law

The terms of this Schedule and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the law of Hong Kong.