

CONTENTS

Chapter I General Provisions	01
Article 1. Application of these Rules	01
Article 2. Waiver of Right to Object	02
Article 3. Principles and General Obligations.....	02
Chapter II Commencement of the Arbitration	03
Article 4. Notice of Arbitration	03
Article 5. Response to the Notice of Arbitration.....	04
Article 6. Consolidation of Arbitrations.....	05
Article 7. Third-Party Funding.....	06
Article 8. Party Representatives	07
Chapter III The Arbitral Tribunal.....	08
Article 9. General Provisions on the Constitution of the Arbitral Tribunal	08
Article 10. Number of Arbitrators	09
Article 11. Constitution of the Sole-Member Arbitral Tribunal	09
Article 12. Constitution of the Three-Member Arbitral Tribunal	10
Article 13. Disclosure by Arbitrators	11
Article 14. Constitution of the Arbitral Tribunal and Transmission of Case File.....	12
Article 15. Challenge of Arbitrators.....	12
Article 16. Replacement of Arbitrators	14
Article 17. Continuation of the Arbitral Proceedings with Majority of the Arbitral Tribunal	14

Article 18. Tribunal Secretary	15
Chapter IV Arbitration Procedure	16
Article 19. Orders and Decisions of the Arbitral Tribunal	16
Article 20. Hearing Preparation Conference	16
Article 21. Seat of Arbitration	17
Article 22. Language of Arbitration	18
Article 23. Written Submission of the Parties	18
Article 24. Case Management Conference	19
Article 25. Early Dismissal	20
Article 26. Challenge to Jurisdiction	21
Article 27. Bifurcation	22
Article 28. Hearings	23
Article 29. Default Hearing	24
Article 30. Evidence	24
Article 31. Witnesses	25
Article 32. Arbitral Tribunal-Appointed Expert	25
Article 33. Provisional Measures	26
Article 34. Visits and Inquiries	27
Article 35. Suspension and Resumption of Arbitral Proceedings	28
Article 36. Withdrawal of Claims and Revocation of Cases	29
Article 37. Closing of Proceedings	29
Chapter□ Reconciliation and Mediation	30
Article 38. Reconciliation, Mediation and Negotiation Facilitation	30
Article 39. Mediation conducted by a Mediator	31

Chapter VI Arbitral Award	31
Article 40. Timing of the award	31
Article 41. Application of the Law	32
Article 42. Rendering of the Award	32
Article 43. Partial Award	33
Article 44. Scrutiny of the Award	33
Article 45. Correction and Interpretation of the Award	34
Article 46. Additional Award	34
Article 47. Arbitration Fees	35
Article 48. Allocation of Costs	36
Chapter VII Supplementary Provisions	37
Article 49. Service of Documents and Calculation of Period	37
Article 50. Publication of Information	38
Article 51. Written submissions by third parties	39
Article 52. Application of Information Technologies	41
Article 53. Limitation of Liability	42
Article 54. Interpretation of these Rules	42
Article 55. Implementation of these Rules	42

Chapter I

General Provisions

Article 1. Application of these Rules

1. These Rules shall apply if the parties agree to submit an international investment dispute to the International Commercial Dispute Prevention and Settlement Organization (hereinafter referred to as the “ICDPASO”) for arbitration.

The Court of Arbitration of ICDPASO (hereinafter referred to as the “Court of Arbitration”) is authorized to administer the arbitral proceedings, and the dispute submitted shall be resolved by the arbitral tribunal.

2. If the parties have agreed, or an international treaty provides, that an international investment dispute shall be resolved in accordance with these Rules, but have not agreed on a specific arbitration institution, or if the agreement is unclear, it shall be deemed that the parties agree to submit the dispute to the ICDPASO for arbitration.

3. The method of dispute resolution may be agreed upon by the parties in a contract or other forms of written documentation and may also be specified in a treaty, law, regulation, or other document. An offer made by one party by reference to a contract, treaty, law, regulation, or other form of agreement and written documentation, which is subsequently accepted by the other party through the initiation of arbitration or other means, may also constitute mutual consent to submit the dispute to ICDPASO arbitration.

4. If the parties modify the provisions related to the arbitral proceedings in these Rules, or agree to apply other arbitration rules, such modification or agreement shall prevail, unless such modification or agreement is inoperative or in conflict with any mandatory legal provisions of the seat of arbitration.

If the parties agree to apply other arbitration rules to resolve their dispute, and agree that ICDPASO shall take the role as the arbitral institution or provide arbitral administration services, ICDPASO shall perform the corresponding administrative duties.

5. An agreement by the parties to refer a dispute to arbitration in accordance with these Rules constitutes a waiver of any right of immunity from jurisdiction in respect of proceedings related to the arbitration.

Such waiver of immunity from jurisdiction is without prejudice to provisional measures or immunity from enforcement.

6. If these Rules conflicts with any mandatory provision of the applicable law of the arbitral proceedings, the mandatory provision of the applicable law shall prevail.

Article 2. Waiver of Right to Object

If a party knows or should have known that any provision of, or requirements under, these Rules or the arbitration agreement have not been complied with, but still participates in or proceeds with the arbitral proceedings, and does not promptly submit its objection in writing to such non-compliance to the Court of Arbitration or the arbitral tribunal, then that party shall be deemed to have waived its right to object to that non-compliance.

Article 3. Principles and General Obligations

Arbitration should uphold the principles of good faith, non-discrimination, impartiality, equality, and sustainable development, and be guided by general obligations of good faith, efficiency and cooperation.

Chapter II

Commencement of the Arbitration

Article 4. Notice of Arbitration

1. The party initiating arbitration (hereinafter referred to as the “claimant”) shall submit a Notice of Arbitration to the Court of Arbitration and pay the case registration fees in accordance with the ICDPASO Fee Schedule for investment arbitration.
2. The Notice of Arbitration shall include the following:
 - (a) a request that the dispute be referred to arbitration;
 - (b) the names, nationalities, addresses, telephone numbers, email addresses and any other known means of communication of the parties to the arbitration and their representatives, if any;
 - (c) the arbitration clause that is invoked and a copy of that clause;
 - (d) if applicable, a brief statement describing the relationship and the nature of such relationship between the party and any relevant State, intergovernmental organization, any other institution, department or entity authorized by the government, or whose actions can be attributed to the State, as well as the reason why the parties are bound by the arbitration agreement;
 - (e) the main issues of dispute, the arbitration claims and, to the extent possible, a preliminary estimate of the monetary value of any claims that can be quantified;
 - (f) if the parties have agreed that the arbitral tribunal shall be composed of three or more arbitrators, the claimant may nominate their arbitrator; in the event that the parties have agreed to arbitration by a sole arbitrator; the claimant shall provide the proposal of the sole arbitrator candidate(s);
 - (g) if the parties have agreed that conciliation or mediation shall be sought prior to the initiation of arbitration, the claimant

shall specify that such pre-arbitration procedures have been completed.

(h) any other information deemed necessary by the claimant.

3. The Claimant may make any proposals in the Notice of Arbitration as to the seat of arbitration, the language of the arbitration, the applicable law, and the composition of the arbitral tribunal, if the parties have not previously agreed on those matters.

4. If the claimant fails to pay the case registration fees in advance when submitting the Notice of Arbitration, the Court of Arbitration shall fix a time limit for payment. If the claimant fails to make the payment within the prescribed time limit, the Notice of Arbitration shall be deemed not to have been submitted.

5. The arbitral proceedings commence on the date the Court of Arbitration receives the Notice of Arbitration, which includes all the contents specified in paragraph 2 or which, in the opinion of the Court of Arbitration, substantially complies with the provision of that paragraph.

6. If the claimant transmits the Notice of Arbitration and the attached documents directly to the respondent, the claimant shall inform the Court of Arbitration of the manner and the date of the delivery, with proof of delivery attached.

Unless the parties have directly communicated with each other, the Court of Arbitration shall forward the Notice of Arbitration to the respondent together with copies of attached documents.

Article 5. Response to the Notice of Arbitration

1. The respondent shall, within 30 days from the receipt of the Notice of Arbitration, submit a written Response to the Notice of Arbitration. The Response shall include the following:

(a) the names, nationalities, addresses, telephone numbers, email

addresses and any other known means of communication of the respondent and his/her representatives, if any;

(b) responses to the statements regarding items (c) to (e) of paragraph 2 of article 4, including objections to the jurisdiction of the arbitral tribunal (if any), along with a brief statement of the grounds or reasons it relies on.

2. The respondent may submit a counterclaim in the Response, with a brief description of the claims, specifying the relief sought or damages, and, to the extent possible, a preliminary estimate of the monetary value of any claims that can be quantified.

If the respondent submits a counterclaim, it shall pay the relevant fees in advance in accordance with the ICDPASO Fee Schedule for investment arbitration.

3. The respondent may provide suggestions or comments on the seat of arbitration, the language of arbitration, the applicable law, and the composition of the arbitral tribunal.

4. Unless the parties have directly communicated with each other, the Court of Arbitration shall forward the Response to the claimant.

If the respondent transmits the Response directly to the claimant, the respondent shall inform the Court of Arbitration of the manner and the date of the delivery, with proof of delivery attached.

Article 6. Consolidation of Arbitrations

1. The parties to two or more pending arbitrations under these Rules may jointly request that the arbitrations be consolidated into one arbitration to be heard by the same arbitral tribunal.

A request for consolidation shall be made in writing and shall specify that the request meets the following conditions:

(a) all the parties to the pending arbitrations agree to consolidation;

(b) the pending arbitrations are submitted in accordance with the same arbitration agreement, or multiple arbitration agreements involving the same legal relationship and are identical, with identical or compatible content.

2. The Court of Arbitration shall, within 21 days from the date of receipt of the application for consolidation, decide whether to consolidate the arbitrations, taking into consideration the arbitration agreements invoked in the relevant arbitrations, the connection or relevance between the arbitration cases, the stage of the arbitral proceedings, and the efficiency and fairness of the arbitral proceedings, and other relevant circumstances.

If the arbitral tribunal has been constituted, the Court of Arbitration shall consult the arbitral tribunal on consolidation.

3. If consolidation is decided, the pending arbitrations shall be consolidated to the arbitration that commenced first, unless otherwise agreed by the parties or decided by the Court of Arbitration based on the circumstances of the cases.

Article 7. Third-Party Funding

1. A party that receives, directly or indirectly, funds for its arbitration activities through a donation, subsidies, or in return for remuneration dependent on the outcome of the proceeding from a non-party (hereinafter referred to as the “third-party funding”), shall file a written notice fully disclosing the identity information of that non-party (the third-party sponsor, insurer, parent company or ultimate beneficial owner) when submitting the Notice of Arbitration or the Response to the Notice of Arbitration.

If a third-party funding arrangement is conducted after the submission of the Notice of Arbitration or the Response, the party shall submit the aforementioned written notice within 7 days of the arrangement.

2. In cases where an arbitrator has been designated or appointed,

the party shall also fully disclose any relationships between the non-party providing funds and the arbitrator, if any.

3. If there are any changes to the information disclosed regarding third-party funding, the party shall promptly notify the Court of Arbitration of such changes in writing.

4. The arbitral tribunal may require the parties to disclose information regarding third-party funding during the proceedings.

Article 8. Party Representatives

1. A party may authorize representative(s) to participate in arbitration. The party or its representative(s) shall submit a power of attorney or other authorization document, which specifies the basic information, specific authorized matters and authority of the representative, to other parties, the arbitral tribunal and the Court of Arbitration.

2. After constitution of the arbitral tribunal, if a party authorizes another representative or changes its representative, it shall promptly notify the arbitral tribunal the other parties and the Court of Arbitration.

A party shall not authorize any representative who has a conflict of interest with any members of the arbitral tribunal after the arbitral tribunal has been constituted, unless the other parties, following disclosure of information by the members of the arbitral tribunal pursuant to article 14 of these Rules, explicitly state in writing that they have no objections.

3. After consulting the parties, the Court of Arbitration and the arbitral tribunal (after its constitution) may take necessary measures to avoid conflicts of interest and ensure the fair and impartial conduct of the arbitral proceedings.

Chapter III

The Arbitral Tribunal

Article 9. General Provisions on the Constitution of the Arbitral Tribunal

1. The Court of Arbitration maintains a Panel of Arbitrators for International Investment Disputes of ICDPASO (hereinafter referred to as the “Panel of Arbitrators”).

The parties may designate arbitrators from the Panel of Arbitrators; or outside the Panel of Arbitrators, but such arbitrators shall be persons of recognized competence in professional fields such as law and investment, possess necessary language skills, be of high moral character, and be proficient in exercising independent judgment according to internationally recognized code of conduct for arbitrators.

2. Unless otherwise agreed by the parties or jointly designated by the parties, a sole arbitrator, a presiding arbitrator or the majority of the members of the arbitral tribunal shall not be of same nationality as any of the parties. The majority of the members of the arbitral tribunal shall not have the same nationality.

3. When appointing arbitrators in accordance with these Rules, the Court of Arbitration shall take into consideration the nationalities of the parties, the nationalities of the candidate arbitrators and their professional backgrounds, the seat of arbitration, the language of arbitration, the specific circumstances of the case and other relevant factors that should be considered.

4. The Court of Arbitration shall, as soon as practicable, confirm whether a candidate arbitrator accepts the designation or appointment.

If a party designate an arbitrator from outside the Panel of

Arbitrators, it shall provide the Court of Arbitration with the name, nationality and contact information of that arbitrator.

5. Unless otherwise stipulated by the applicable law, any decisions made by the Court of Arbitration regarding the appointment, challenge and replacement of arbitrators under these Rules shall be final.

Article 10. Number of Arbitrators

1. The parties may agree that the arbitral tribunal shall be composed of a sole arbitrator, three arbitrators, or, if permitted by the applicable law, any other odd number of arbitrators.

After fully considering the complexity of the arbitration case, the amount in dispute and other relevant circumstances, the Court of Arbitration may recommend to the parties an increase or decrease in the number of arbitrators.

2. Unless otherwise provided in these Rules, if the parties have not agreed on the number of arbitrators or if the agreement is unclear, the arbitral tribunal shall be composed of three arbitrators.

Article 11. Constitution of the Sole-Member Arbitral Tribunal

1. If the parties have agreed that the arbitration shall be conducted by a sole arbitrator, a party may nominate one or more candidates for the sole arbitrator.

2. Unless otherwise agreed by the parties, within 30 days from the respondent's receipt of the Notice of Arbitration or the time limit is reasonably extended by the Court of Arbitration, if the parties fail to reach an agreement on the designation of the sole arbitrator, or upon joint application by the parties, the Court of Arbitration shall appoint a sole arbitrator.

3. Unless the parties have agreed not to designate arbitrators from the Panel of Arbitrators, or the Court of Arbitration deems it inappropriate to appoint arbitrators from the Panel

of Arbitrators, the Court of Arbitration shall appoint a sole arbitrator as soon as possible in accordance with the following procedures:

- (a) the Court of Arbitration shall provide the parties with a list of three to five candidates for a sole arbitrator;
- (b) the parties shall, within 30 days from the date of receipt of the above list of candidates, designate one to three candidates from the list and submit them to the Court of Arbitration;
- (c) after the expiration of the above time limit, if the parties designate only one candidate in common, that candidate shall be the sole arbitrator jointly designated by the parties; if the party designate two or more candidates in common, the Court of Arbitration shall appoint one of them as the sole arbitrator jointly designated by the parties according to the specific circumstances of the case; if there is no candidate jointly designated by the parties, the Court of Arbitration will appoint the sole arbitrator directly from outside the list of candidates.

4. When the Court of Arbitration directly appoints the sole arbitrator, it shall give full consideration to the parties' suggestions and the specific circumstances of the case.

Article 12. Constitution of the Three-Member Arbitral Tribunal

1. If the arbitral tribunal is composed of three or more arbitrators, the claimant and respondent shall each designate or authorize the Court of Arbitration to appoint an equal number of arbitrators.

If there are two or more claimants and/or two or more respondents in the arbitration, the claimants (or the respondents) shall jointly designate a sole arbitrator or arbitrators through consultation. If the claimants (or the respondents) cannot reach an agreement, they may jointly authorize the Court of Arbitration for appointment.

Unless otherwise agreed by the parties, within 30 days from the

respondent's receipt of the Notice of Arbitration or the time limit reasonably extended by the Court of Arbitration, if one party fails to designate or authorize the Court of Arbitration to appoint an arbitrator, the Court of Arbitration shall appoint an arbitrator for the party.

2. The presiding arbitrator shall be jointly designated by the parties or jointly authorized to be appointed by the Court of arbitration within 60 days from commencement of the arbitral proceedings.

If the parties fail to jointly designate or authorize the Court of Arbitration to appoint a presiding arbitrator within the specified or otherwise agreed time limit, the Court of Arbitration shall appoint the presiding arbitrator in accordance with the procedure for appointing a sole arbitrator specified in Article 12 of these Rules.

If the parties have agreed that the presiding arbitrator shall be nominated or designated by a third party (including an arbitrator who has already been designated or appointed), the parties are deemed to have agreed on the designation of the presiding arbitrator under these Rules.

Article 13. Disclosure by Arbitrators

1. Each arbitrator candidate shall, before accepting designation or appointment, disclose in writing to the Court of Arbitration any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence.

The Court of Arbitration shall transmit to the arbitrator candidates the documents submitted by the parties related to the completion of the disclosure. The Court of Arbitration shall notify the parties in writing of the relevant information disclosed by the arbitrator candidates. Any objections by the parties shall be raised in writing within 30 days of receipt of the above written notice.

If the parties do not apply to re-designate or re-appoint an arbitrator within the prescribed period of time, they shall not challenge the arbitrator based on the information disclosed by the arbitrator.

2. An arbitrator who has accepted designation or appointment shall sign a declaration affirming his/her independence, impartiality and availability to dedicate sufficient time to the case.

3. After signing the declaration or during the arbitral proceedings, if there appears any circumstance, or the arbitrator finds any circumstance that may give rise to justifiable doubts as to his/her impartiality and independence, the arbitrator shall immediately make a disclosure in writing to the parties, the other arbitrators and the Court of Arbitration.

Article 14. Constitution of the Arbitral Tribunal and Transmission of Case File

1. The arbitral tribunal shall be constituted on the date the Court of Arbitration notifies the parties that all arbitrators have accepted the appointment or designation;

2. The Court of Arbitration shall transmit the case file to the arbitral tribunal as soon as the arbitral tribunal has been constituted.

Article 15. Challenge of Arbitrators

1. If a party has justifiable doubts as to the impartiality and independence of an arbitrator, or if a party believes that an arbitrator does not possess qualifications agreed by the parties, the party shall challenge that arbitration within 21 days from the date on which the party knows or should have known the facts or circumstances that give rise to a reason for challenges. The request shall specify the relevant facts and reasons and provide supporting evidence.

A party may challenge the arbitrator designated by it or in whose appointment it has participated only for reasons of which it becomes aware after the designation has been made.

If a party fails to challenge arbitrators within the prescribed time limit, the party shall be deemed to have waived its right to challenge.

2. The Court of Arbitration shall promptly forward the request for challenge to other parties and to all members of the arbitral tribunal. The other parties and the members of the arbitral tribunal can file written comments within 15 days from the date of receipt of such request.

3. If a party challenge an arbitrator and the other parties agree or the challenged arbitrator voluntarily withdraws from the arbitral tribunal, that arbitrator shall no longer act as an arbitrator in the arbitration.

None of the above circumstances shall be deemed as valid grounds for the challenge.

4. If a party challenge an arbitrator and the other parties explicitly disagrees or fail to submit written comments within the time limit specified in paragraph 2, and the challenged arbitrator refuses to withdraw from the arbitral tribunal, the Court of Arbitration shall make a decision on the challenge as soon as possible after the expiration of the above time limit.

The challenged arbitrator may continue to perform his/her duties until the Court of Arbitration makes a decision, but that arbitrator shall not issue any arbitral award.

Unless otherwise agreed by the parties, the Court of Arbitration shall state the reasons for the challenge and promptly notify the parties and other arbitrators of such decision.

5. If an arbitrator has conflict of interest with the representative authorized by a party after the constitution of the arbitral tribunal, which give rise to a reason for challenges, the party who authorized that representative shall not have the right to

challenge the arbitrator involved, while the right of the other parties to challenge the same arbitrator shall not be affected.

Article 16. Replacement of Arbitrators

1. If an arbitrator is unable to perform his/her duties due to voluntary recusal, challenges or death, or the parties unanimously request an arbitrator to be replaced, the arbitrator shall be replaced by another arbitrator re-designated or re-appointed in accordance with Article 12 or 13 of these Rules.

2. If an arbitrator is unable to perform his/her duties in law or in fact, or fails to perform his/her duties in accordance with these Rules or with the agreement of the parties, the Court of Arbitration may, at its discretion, replace the arbitrator, provided that the parties and the arbitral tribunal have been given reasonable period of time to comment in writing.

Such comments shall be promptly communicated to the parties and all members of the arbitral tribunal by the Court of Arbitration once received.

3. Unless otherwise agreed by the parties, a substitute arbitrator shall be designated or appointed within the time limits prescribed by the Court of Arbitration in the same manner as the original arbitrator was designated or appointed.

4. In the case of replacement of a sole arbitrator or presiding arbitrator, the hearings shall be repeated; in the case of the replacement of other arbitrators, the arbitral tribunal may, after consulting the parties, decide whether to repeat all or part of the arbitral proceedings as the case may be.

Article 17. Continuation of the Arbitral Proceedings with Majority of the Arbitral Tribunal

In the event that, after the arbitral tribunal announces the conclusion of the hearing, an arbitrator is unable to participate in the deliberations and render an award as a result of his or

her voluntary withdrawal, being challenged, death or for other reasons, the other majority of the arbitral tribunal may request the Court of Arbitration to replace the arbitrator; or, after consulting the parties and as agreed by the Court of Arbitration, the other majority of the arbitral tribunal may continue with the arbitral proceedings and make decisions, or issue an arbitral award. The Court of Arbitration shall notify the parties of the above facts and circumstances.

Article 18. Tribunal Secretary

1. Upon the written approval of the Parties, the arbitral tribunal may at any time during the arbitral proceedings appoint a tribunal secretary.
2. The arbitral tribunal shall reasonably determine the qualification(s) and function(s) of the tribunal secretary after consulting with the Parties. In any case, the tribunal secretary shall not be delegated any decision-making authority.
3. Before being appointed, the candidate for tribunal secretary shall submit to the Court of Arbitration and the arbitral tribunal a signed written statement with regard to his/her impartiality, independence and availability to provide assistance to the arbitral tribunal, and the Court of Arbitration shall deliver the statement to the parties without delay. After being appointed, the tribunal secretary shall promptly disclose any facts or circumstances that may give rise to justifiable doubts as to his/her impartiality or independence.
4. The arbitral tribunal shall ensure that the tribunal secretary remains impartial and independent at all stages of the arbitral proceedings in which the tribunal secretary is involved.
5. Any party may challenge the tribunal secretary by submitting a written application to the arbitral tribunal. The application shall detail the ground(s) of the challenge. The arbitral tribunal shall decide the challenge in a prompt manner.

Chapter IV

Arbitration Procedure

Article 19. Orders and Decisions of the Arbitral Tribunal

1. Unless otherwise agreed by the parties or stipulated by the applicable law, the arbitral tribunal shall make the orders and decisions to meet the needs of conducting the arbitral proceedings.

The presiding arbitrator, with the authorization of the arbitral tribunal, may decide the procedural arrangement of the case.

2. Before making a procedural order or decision, the arbitral tribunal shall consult the parties and give them an equal and reasonable opportunity to present their case.

3. The parties shall comply with the orders or decisions made by the arbitral tribunal.

4. When exercising its discretion, the arbitral tribunal shall avoid unnecessary delays and costs and make every effort to advance the arbitral proceedings efficiently.

Article 20. Hearing Preparation Conference

1. The arbitral tribunal shall discuss the procedural matters with the parties in appropriate way within 30 days after the constitution of the arbitral tribunal or such other period as the parties may agree, including but not limited to:

- (a) the procedural language(s), translation and interpretation;
- (b) the method of filing and routing of documents;
- (c) the number, length, type and format of written submissions;
- (d) the place of hearings and whether a hearing will be held in person or remotely;
- (e) whether there will be requests for production of documents as between the parties and, if so, the scope, timing and procedure for such requests;

- (f) the procedural calendar;
- (g) the manner of making recordings and transcripts of hearings;
- (h) the treatment of confidential or protected information;
- (i) the publication of documents and recordings;
- (j) the applicable law;
- (k) the division of advances payable pursuant to relevant provisions of ICDPASO; and
- (l) any other procedural matter raised by either party or the arbitral tribunal.

The arbitral tribunal may, prior to the hearing preparation conference, invite the parties to comment on the above matters.

2. The hearing preparation conference may be held in person, remotely, or by any other means that the arbitral tribunal deems appropriate.

The agenda, method and date of the hearing preparation conference shall be determined by the presiding arbitrator after consulting the other members and the parties.

3. The arbitral tribunal shall issue a procedural order recording the parties' agreements and any arbitral tribunal decisions on the procedure within 15 days after the hearing preparation conference.

Article 21. Seat of Arbitration

1. The parties may agree on the seat of arbitration. In the absence of such agreement by the parties, the arbitral tribunal shall determine the seat of arbitration with reference to the specific circumstances of the case.

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

3. The arbitral tribunal may, after consulting the parties, decide to conduct the hearing or meeting with the parties in any place the arbitral tribunal deems appropriate.

Article 22. Language of Arbitration

1. The parties may agree on the language(s) of arbitration.

If the parties have not agreed on the language(s) of arbitration, before constitution of the arbitral tribunal, the Court of Arbitration shall determine the language(s) of arbitration according to circumstances of the case; the arbitral tribunal shall, after its constitution, determine the language(s) to be used in the arbitral proceedings. Determination of the language(s) of arbitration shall facilitate the parties' participation of the arbitral proceedings.

If the parties agree on two or more languages of arbitration, the arbitral proceedings may be conducted in multiple languages agreed by the parties, and the additional costs incurred thereby shall be borne by the parties; the arbitral tribunal may choose one language as the official language for written communication and case hearing.

2. If a party's submission is made in a language other than the agreed language(s) of arbitration, the arbitral tribunal or the Court of Arbitration may require the party to provide translations or abridged translations in the language(s) of arbitration.

Article 23. Written Submission of the Parties

1. Unless otherwise agreed by the parties or determined by the arbitral tribunal, the written submission shall be submitted in accordance with this article.

2. The claimant shall submit the memorial to the respondent and the arbitral tribunal within the time limits determined by the arbitral tribunal, setting out the following:

- (a) the facts and reasons supporting the claims;
- (b) the legal basis and argument supporting the claims;
- (c) the evidence supporting the claims; and
- (d) the relief sought and the amount of the claims.

3. The respondent shall submit the counter-memorial to

the claimant and the arbitral tribunal within the time limits determined by the arbitral tribunal, setting out the following:

- (a) the facts and reasons supporting the defense and counterclaim (if any);
- (b) the legal basis and argument supporting the defense and counterclaim (if any);
- (c) the evidence supporting the defense and counterclaim (if any); and
- (d) the relief sought and the amount of the counterclaim (if any).

4. If the parties agree or the arbitral tribunal deems necessary, the claimant shall submit a reply and the respondent shall submit the rejoinder within the time limits agreed by the parties or otherwise determined by the arbitral tribunal.

A reply of the claimant and a rejoinder of the respondent shall be limited to responding to the previous written submission and addressing any relevant facts that are new or could not have been known prior to filing the reply or rejoinder.

5. The parties may request to modify or supplement their claims, counterclaims and other submissions, but the arbitral tribunal may reject such modification request if the request is made with undue delay or if there are other circumstances that makes it inappropriate to accept the request.

6. If either party fails to state its case in accordance with directions of the arbitral tribunal, the arbitral tribunal may proceed with the proceeding.

Article 24. Case Management Conference

1. In order to conduct the proceedings expeditiously and cost-effectively, the arbitral tribunal may convene one or more case management conferences with the parties at any time of the proceeding to:

- (a) identify undisputed facts;
- (b) clarify and ascertain the issues in dispute; and

(c) address any other procedural or substantive issues related to the resolution of the dispute.

2. After consulting the parties, the arbitral tribunal may amend the procedural order or determine to take any other measures it deems appropriate.

Article 25. Early Dismissal

1. A party may apply to the arbitral tribunal for early dismissal of the arbitration claim or counterclaim on the following grounds:

(a) the claim or counterclaim is manifestly without legal merits;
or

(b) the claim or counterclaim is manifestly outside the jurisdiction of the arbitral tribunal or the Court of Arbitration.

2. The following procedure shall apply:

(a) a party shall file the application for early dismissal as early as possible. Unless otherwise ordered by the arbitral tribunal, the application for early dismissal on the ground that the claim or counterclaim is manifestly without legal merits shall be filed no later than the date of submitting the defense or reply to counterclaim. The application for early dismissal shall be made in writing, setting out the factual and legal basis on which the application is based;

The party applying for early dismissal shall, at the same time as it files the application with the arbitral tribunal, deliver a copy of the application to the other party, and shall notify the Court of Arbitration of the manner and date of delivery, with proof of delivery attached.

(b) the arbitral tribunal shall fix time limits for the other party to file its written submissions to the early dismissal application; if no arbitral tribunal has been constituted, the Court of Arbitration shall fix time limits for written submission so that the arbitral tribunal may consider the application promptly upon its

constitution. After consulting the parties, the arbitral tribunal is entitled to decide whether to accept the application, and

(c) the arbitral tribunal shall render its award on the application within 90 days from the date of filing the application for early dismissal, and shall specify the reasons.

3. The arbitral tribunal's decisions or award shall not affect the parties' right to challenge the arbitral tribunal's jurisdiction in accordance with Article 25 of these Rules, or to object to the claims or counterclaims as without legal merits in subsequent proceedings.

4. If all or part of the application for early dismissal is upheld, the arbitral tribunal shall cease dealing with relevant claims and/or counterclaims. The award shall not affect the arbitral tribunal's dealing with other claims and/or counterclaims.

Article 26. Challenge to Jurisdiction

1. A party may file a written challenge that the claim or counterclaim is not within the jurisdiction of the arbitral tribunal or the Court of Arbitration, including the existence, validity, extent of the arbitration clause or the applicability of these Rules.

The fact that the parties have appointed or participated in the appointment of arbitrators shall not prevent them from raising a challenge to the jurisdiction.

2. The challenge to jurisdiction of the claim shall be filed no later than the respondent's counter-memorial; the challenge to jurisdiction of the counter-claim shall be filed no later than the claimant's reply.

If a party's challenge to jurisdiction is based on a fact which is unknown to the party until after the respondent's memorial or the claimant's reply, the challenge shall be filed within 14 days after the party knows or should have known the fact.

Where a party raises a challenge to the jurisdiction beyond

the aforesaid time limits, the arbitral tribunal may accept the challenge if the delay is justified.

3. The arbitral tribunal shall have the power to rule on its own jurisdiction. The arbitral tribunal may on its own initiative or at the request of the parties, address the jurisdiction challenge as a preliminary issue or together with the merits.

If the arbitral tribunal addresses the jurisdiction challenge as a preliminary issue separately, Article 26 of these Rules shall apply and the proceedings regarding merits should be stayed.

4. If the challenge to jurisdiction is raised prior to constitution of the arbitral tribunal, the Court of Arbitration has the power to decide on prima facie case whether it manifestly lacks jurisdiction.

If the Court of Arbitration decides that it manifestly lacks jurisdiction, the case shall be dismissed and the parties shall be notified.

5. Whether the arbitration clause is included in the agreement, the treaty, the laws and regulations, or any other documents, the arbitration clause is independent from such documents. The arbitral tribunal's determination of the validity of such documents shall not affect the validity of the arbitration clause.

Article 27. Bifurcation

1. A party may request that the jurisdiction challenge, liability and quantum be tried separately at different stage of the proceeding (hereinafter referred to as "Bifurcation").

2. The following shall apply to bifurcation:

(a) The request for bifurcation shall be submitted in writing as early as possible, and the items to be bifurcated shall be set out.

(b) The arbitral tribunal shall fix time limits for the parties' written submission on bifurcation.

(c) The arbitral tribunal may decide on its own initiative

whether to dispose of a specific issue at a separate stage of the proceeding.

(d) If the arbitral tribunal decides to proceed with bifurcation, the arbitral tribunal shall render its decision on the bifurcated issue(s) within 30 days after the last written submission on bifurcation by parties.

3. In determining whether to bifurcate, the following factors shall be taken into consideration:

(a) Whether bifurcation would materially reduce the time and cost of the proceeding;

(b) Whether the items to be bifurcated are so legally and factually intertwined as to make bifurcation impractical; and

(c) Whether it would lead to damage or injustice to the other party if the bifurcation is granted.

4. Unless otherwise agreed by the parties, if bifurcation is sanctioned in accordance with this article, the arbitral tribunal shall suspend the proceedings relating to other items to be disposed of at later stage.

Article 28. Hearings

1. Unless otherwise agreed by the parties, the arbitral tribunal shall hold one or more hearings, where the parties may produce evidence or make oral statements as to jurisdiction or merits of the case.

2. After consulting the parties, the arbitral tribunal shall determine the date, time, method and venue of the hearing, and notify the parties no later than 30 days before the hearing.

The hearing may be held in person or remotely; a remote hearing may be held individually or in combination with videoconference, teleconference or any other means of communication as the arbitral tribunal deems appropriate.

3. If there is a justified reason, a party may apply for extension of the hearing no later than 7 days after receipt of the notice

of the hearing; the arbitral tribunal is at discretion to decide whether to allow the application.

Article 29. Default Hearing

1. If the claimant, having been duly notified, fails to appear at the hearing without justified reasons or withdraws from an ongoing hearing without permission of the arbitral tribunal, it may be deemed to have withdrawn the arbitration claim, without prejudice to the arbitral tribunal's hearing of the counterclaim of the respondent.

2. If the respondent, having been duly notified, fails to appear at the hearing without justified reasons or withdraws from an ongoing hearing without permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration in the absence of the respondent.

If the respondent makes a counterclaim, it may be deemed to have withdrawn its counterclaim.

3. The absence of a party at the hearing shall not be considered as an admission of the claims of the other party.

Article 30. Evidence

1. Each party shall bear the burden of proving the facts relied on to support its claim or defense.

2. The arbitral tribunal has the power to determine the admissibility and probative value of the evidence adduced.

3. During the arbitral proceedings, the arbitral tribunal may call upon a party to produce documents, physical objects or other evidence within the time limits if it deems necessary.

4. If a party objects to the other party's request for production of documents, the arbitral tribunal shall render its decision taking into consideration of all the relevant circumstances.

The relevant circumstances the arbitral tribunal shall take into consideration include but not limited to:

- (a) the scope and timeliness of the request;
- (b) the relevance and materiality of the documents requested;
- (c) the burden of production; and
- (d) the basis of the objection.

5. If a party, without providing reasons, fails to provide or produce documents, physical objects or other evidence within the time limits prescribed by the arbitral tribunal, the arbitral tribunal may render the award based on the evidence submitted.

Article 31. Witnesses

1. A party intending to rely on evidence given by a witness, including the expert witness with specific knowledge, shall file a written statement by that witness within the time limits fixed by the arbitral tribunal. The statement shall specify the identity of the witness, the testimony and the undertaking to testify honestly, and be signed and dated by the witness.

2. A witness who has filed a written statement shall, in principle, appear at the hearing for examination.

The examination of the witness at a hearing shall be presided by the presiding arbitrator or the sole arbitrator. A party may put questions to and examine the witness orally in a manner to be determined by the arbitral tribunal. Other members of the arbitral tribunal may put questions to the witness.

3. Upon the request of a party or the requirement of the arbitral tribunal, if a witness fails to appear at the hearing for examination, the arbitral tribunal shall have the discretion to determine the probative value of the witness's written testimony or to refuse to admit the written testimony.

Article 32. Arbitral Tribunal-Appointed Expert

1. Unless otherwise agreed by the parties, the arbitral tribunal may appoint one or more experts to report on specific matters of the case.

The arbitral tribunal shall consult the parties on the appointment of an expert, including on the terms of reference and fees of the expert.

2. Prior to accepting an appointment by the arbitral tribunal, an expert shall provide a signed explanation of specifications and declaration of impartiality and independence.

3. The parties shall provide the expert with any documents, physical objects or other evidence that the expert may require for review. Any differences regarding the necessity of providing any documents, physical objects or other evidence between a party and the expert shall be resolved by the arbitral tribunal.

4. The arbitral tribunal shall deliver a copy of the report to the parties upon receipt of the expert report, and the parties shall file their written opinions within reasonable period.

5. If the arbitral tribunal deems necessary or any party requests, the expert who provide the expert report shall appear at the hearing to be examined.

Article 33. Provisional Measures

1. The arbitral tribunal may, at the request of a party, render any provisional measures it deems appropriate, including but not limited to:

(a) maintain or restore the status quo pending determination of the dispute;

(b) take measures to prevent action that is likely to cause current or imminent harm to that party or prejudice to the arbitral process; and

(c) preserve evidence that may be relevant to the resolution of the dispute.

2. The following procedure shall apply:

(a) The party who requests for provisional measures shall specify the rights to be preserved, measures requested, and reasons and necessity of the measures;

(b) the arbitral tribunal shall fix time limits for written submissions on the request for provisional measures; before constitution of the arbitral tribunal, the Court of Arbitration shall fix time limits for written submissions on the request so that the arbitral tribunal may consider the request promptly upon its constitution; and

(c) The arbitral tribunal shall render its decision regarding the request for provisional measures within 30 days after constitution of the arbitral tribunal or last written submission of the parties, which is later.

3. In deciding whether to allow provisional measures, the arbitral tribunal shall consider whether the measures are urgent and necessary, and the effect that the measures may have on each party and the arbitral procedure.

4. If it deems necessary, the arbitral tribunal may order the requesting party to provide security, or recommend other provisional measures other than what is requested by the party.

5. A party shall disclose, without delay, any material changes in the circumstances upon which the arbitral tribunal allowed provisional measures.

6. The arbitral tribunal may, on its own initiative or at the request of a party, amend, suspend or set aside the provisional measures.

7. The aforementioned procedures shall not prejudice the parties' right to seek provisional measures from a court of competent jurisdiction in accordance with the applicable law.

Article 34. Visits and Inquiries

1. The arbitral tribunal may order a visit to any place connected with the dispute, on its own initiative or upon a party's request, if it deems it necessary, and may conduct inquiries there as appropriate.

2. The order shall define the scope of the visit and the subject of any inquiry, the procedure to be followed, the applicable time limits and other relevant terms.
3. The parties have the right to participate in any visit or inquiry.
4. Evidence obtained through visits and inquiries shall be subject to examinations by the parties.

Article 35. Suspension and Resumption of Arbitral Proceedings

1. the arbitral tribunal shall suspend the proceedings upon joint application of the parties.
2. The arbitral tribunal may suspend the arbitral proceedings upon request of either party or where exceptional circumstances require such suspension.

The arbitral tribunal shall give the parties an opportunity to make observations on the suspension of the arbitral proceedings before making such a decision.

3. If the arbitral tribunal decides to suspend the arbitral proceedings, it shall determine the period of the suspension and other relevant terms.
4. Upon joint request of the parties, the arbitral tribunal shall decide to extend the period of suspension before its expiry.
5. The arbitral tribunal may decide to extend the period of suspension upon request of a party or if circumstances arise that, in its discretion, justify such an extension.

The arbitral tribunal shall give the parties an opportunity to make observations on the extension of the suspension before making such a decision.

6. The arbitral proceedings shall be resumed when the reasons for the suspension have disappeared or when the period of suspension has expired. The arbitral tribunal may, if it deems it necessary, modify the schedule of the arbitral proceedings concerned.
7. The suspension and resumption of arbitral proceedings shall be determined by the arbitral tribunal; where the arbitral tribunal

has not yet been constituted, such decisions shall be made by the Court of Arbitration.

Article 36. Withdrawal of Claims and Revocation of Cases

1. A party may withdraw all of its arbitration claims or counterclaims. The withdrawal of all claims by the claimant shall not affect the arbitral tribunal's proceedings and determination of the respondent's counterclaims. The withdrawal of all counterclaims by the respondent shall not affect the arbitral tribunal's proceedings and determination of the claimant's claims.
2. If the continuation of the arbitration proceedings is prevented due to reasons attributable to a party, this may be deemed as a withdrawal of the arbitration claim.
3. If a party withdraws its arbitration claim or counterclaim, or if the circumstances under paragraph 2 or Article 28, which are deemed to constitute a withdrawal of the arbitration claim, arise, and if the proceedings of the claim or counterclaim have been closed and the opposing party does not consent, the arbitral tribunal shall have the power to render a decision on the claim or counterclaim.
4. If both the arbitration claim and counterclaim are withdrawn, the case may be revoked. In the event that the case is revoked prior to the constitution of the arbitral tribunal, the decision to revoke shall be made by the Court of Arbitration; if the case is revoked after the constitution of the arbitral tribunal, the decision to revoke shall be made by the arbitral tribunal.

Article 37. Closing of Proceedings

1. The arbitral tribunal may declare the proceedings closed if, after consulting the parties, it considers that no further substantial evidence or further submissions are required on the subject matter of the dispute to be decided. Once the proceedings have closed, the parties shall be precluded from

submitting any further materials.

2. The arbitral tribunal may, on its own initiative or upon request of a party, decide to reopen the proceedings before rendering the award if exceptional circumstances so warrant.

The arbitral tribunal shall close the reopened proceedings in accordance with paragraph 1.

3. The arbitral tribunal shall notify the parties and the Court of Arbitration the decisions to close and reopen the proceedings.

Chapter □

Reconciliation and Mediation

Article 38. Reconciliation, Mediation and Negotiation Facilitation

1. Prior to the rendering of the arbitral award by the arbitral tribunal, the parties may reach a settlement of their dispute on their own initiative, apply for mediation to the Mediation Entity of the ICDPASO, and apply for negotiation facilitation to the Negotiation Facilitation Centre of ICDPASO.

2. If the parties reach a settlement agreement in accordance with the preceding paragraph, they may submit to the arbitral tribunal an effectively signed settlement agreement, requesting the arbitral tribunal to render an arbitral award or a conciliation statement in accordance with the terms of the settlement agreement, or withdrawing their claims or counterclaims.

3. The arbitral tribunal shall have the power to require the parties to make a declaration guaranteeing the legality and authenticity of the settlement agreement and the related commercial activities involved therein and undertaking not to prejudice the interests of outsiders or the public interest.

If the arbitral tribunal has reasonable doubts as to the legality or authenticity of the settlement agreement, or if it is of the opinion that the rendering of an award or a conciliation statement in accordance with the terms of the settlement agreement is likely

to prejudice the interests of outsiders or the public interest, it may reject the request of the parties that an award or a conciliation statement be made in accordance with the terms of the settlement agreement.

Article 39. Mediation conducted by a Mediator

1. A party may request mediation at any stage of the dispute resolution process.
2. The mediation shall be conducted by a mediator chosen by the parties or appointed by ICDPASO. The mediator shall not be a member of the arbitral tribunal and shall not share the same nationality as any of the parties.
3. With the consent of both parties, the mediator may conduct the mediation in such manner as deemed appropriate. The mediation process shall be confidential.
4. If a party requests an outsider to participate in the mediation, and the other parties and the outsider consent in writing, the mediator may notify the outsider to participate in the mediation.
5. Mediation shall be terminated when, in the course of the mediation, a party proposes to do so or when the mediator considers that there is no longer any possibility of successful mediation.
6. If the mediation is unsuccessful, no party may rely on any statement, opinion, view, proposal, or assertion made by the parties and the mediator in the course of the mediation in support of its claim, defense, or counterclaim in subsequent arbitral, judicial or any other proceedings.

Chapter VI

Arbitral Award

Article 40. Timing of the award

1. The arbitral tribunal shall render the award within 180 days

after closing of the proceedings.

Upon the request of the arbitral tribunal and if the Court of Arbitration deems it necessary, it may decide to extend the said period.

2. The period during which the arbitral proceedings are suspended, shall not be counted as part of the period for rendering the award.

Article 41. Application of the Law

1. If the parties have agreed on the law applicable to the substantive issues of the case, the arbitral tribunal shall follow their agreement; if the parties have not agreed or if their agreement conflicts with mandatory provisions of the law, the arbitral tribunal is empowered to determine the applicable law and regulations to the substantial matters of the case, including the domestic laws of relevant countries, applicable international treaties, conventions, customary law, and general principles of law.

2. Unless expressly authorized by the parties, the arbitral tribunal shall not decide *ex aequo et bono*.

Article 42. Rendering of the Award

1. The arbitral award shall be made in writing, stating the information of each party, the claims, the facts of the dispute, reasoning for the award that is sufficiently clear and proportionate to the importance of the issues, the result of the award, the allocation of arbitration costs, the date of the award and the seat of arbitration.

2. If the arbitral tribunal is composed of more than one arbitrator, the award shall be made on the basis of the opinion of the arbitral tribunal as a whole or by a majority; if a majority opinion cannot be formed, the award shall be made in accordance with the opinion of the presiding arbitrator.

Any member of the arbitral tribunal may append his/her individual opinion or dissenting opinion to the award, but it shall not form a part of the award.

3. If the arbitral tribunal is composed of a sole arbitrator, the award shall be made in accordance with the opinion of the sole arbitrator.

4. The award shall be signed by the arbitrators; an arbitrator who has a dissenting opinion may or may not sign his/her name on the award.

5. The award shall be affixed with the seal of the Court of Arbitration and delivered to the parties.

6. The award shall become legally effective on the date on which it is made. The award is final and binding on both parties. Neither party may file a lawsuit with a court nor submit a request to any other institution to modify the arbitral award.

Article 43. Partial Award

1. Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal approves, the arbitral tribunal may render a partial award on certain claims before rendering the final award. The partial award is final and binding on both parties.

2. The parties shall perform the partial award. Failure by any party to perform a partial award shall neither affect the subsequent arbitral proceedings nor prevent the arbitral tribunal from rendering a final award.

Article 44. Scrutiny of the Award

1. Before signing the award, the arbitral tribunal shall submit the award in draft form to the Court of Arbitration.

2. Without prejudice to the independent decision of the arbitral tribunal, the Court of Arbitration may draw the attention of the arbitral tribunal to relevant issues of the award.

Article 45. Correction and Interpretation of the Award

1. The arbitral tribunal may, on its own initiative, correct the errors in the award in writing within a reasonable time after the award is made.
2. Within 45 days from the service date of the award, a party may apply to the arbitral tribunal for the correction of an error in writing, calculation, typographical or other errors of a similar nature in the award; if there is an error in the award, the arbitral tribunal shall make the correction in writing within 45 days from the date of receipt of the written application.
3. Corrections made by the arbitral tribunal directly on the original award, or separately in writing for that purpose, shall form a part of the award.
4. Within 45 days from the service date of the award, a party may request the arbitral tribunal to give an interpretation of specific matters or parts of the award; if the arbitral tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days from the date of receipt of the request.

Article 46. Additional Award

1. If a party considers that any claim has been omitted from the award, it may, within 45 days from the receipt date of the award, request the arbitral tribunal in writing to make an additional award.
2. If the arbitral tribunal considers that there is an omission, it shall render an additional award within 45 days from the receipt date of the said written application; Before rendering the additional award, the arbitral tribunal shall give the other parties an opportunity to comment on the request for the additional award.

If necessary, upon application by the arbitral tribunal, the Court

of Arbitration may decide to extend the time limit for rendering the additional award.

3. The arbitral tribunal may, on its own initiative and within a reasonable time after it has rendered the award, make an additional award in writing in respect of a claim that has been omitted from the award.

4. The additional award shall be in writing and form a part of the award.

Article 47. Arbitration Fees

1. For the purposes of these Rules, arbitration fees shall include:

- (a) the remuneration and expenses of the arbitral tribunal;
- (b) the remuneration and expenses of the emergency arbitrator;
- (c) the expenses of any expert appointed by the arbitral tribunal and any reasonable assistance required by the arbitral tribunal; and

- (d) the registration fee, administrative fees, and other fees.

The parties shall pay the arbitration fees in accordance with the Schedule of Arbitration Fees applicable at the commencement of the arbitration proceedings and as provided in these Rules.

2. ICDPASO may determine the amount of the arbitration fees that shall be deposited in advance based on the circumstances of the case. The claimant and the respondent shall respectively deposit an advance on 50% of the arbitration fees, unless ICDPASO decides otherwise.

3. During the arbitration proceedings, ICDPASO may require the parties to make further deposits.

4. The parties are jointly and severally liable for the payment of the arbitration fees. Failure by either party to pay its share of the required deposits, the other party may pay the full amount of the required deposits voluntarily.

5. If a party fails to fully or partially deposit the required advance in accordance with these Rules,

(a) The arbitral tribunal may suspend its work, and the Court of Arbitration may also suspend its administration of the arbitration proceedings, in whole or in part.

(b) The Court of Arbitration, after consulting with the arbitral tribunal, may determine a new payment deadline and to urge the parties of payment. If the payment is still not made after the expiry of the deadline, it shall be deemed that the party have withdrawn their relevant claims or counterclaims, without prejudice to the party's right to initiate arbitration proceedings afresh.

6. The deposit for arbitration fees shall be paid to and kept by the Court of Arbitration. The interest accrued on the deposit for arbitration fees shall belong to the ICDPASO.

Article 48. Allocation of Costs

1. The arbitral tribunal shall determine in its award the amount of the arbitration fees and the proportion of the arbitration fees to be borne by each party.

2. Unless otherwise agreed by the parties, the arbitral tribunal may determine the proportion of the arbitration fees to be borne by each party by reference to the specific circumstances of the case and the result of the award, the efforts and contributions of the parties to the efficient and expeditious conduct of the arbitral proceedings and other relevant circumstances.

3. If the parties settle the case on their own or if the case is concluded by mediation conducted by a mediator, the parties may agree to determine the allocation of arbitration fees between the parties.

4. The arbitral tribunal has the power to determine in its award that the losing party shall compensate the winning party for the reasonable expenses incurred in handling the case based on the specific circumstances of the case. In determining the reasonableness of such compensation, the arbitral tribunal shall

consider factors such as the result of the award, the complexity of the case, the actual workload of the winning party and/or their attorneys, the amount in dispute, and any other relevant factors.

Chapter VII

Supplementary Provisions

Article 49. Service of Documents and Calculation of Period

1. Notices, instruments, communications and other materials relating to the arbitration delivered by any party under these Rules shall be communicated in writing simultaneously to the other parties, to the arbitral tribunal and to the Court of Arbitration.

2. Where a party has designated an address specifically for the purpose of service, or the arbitral tribunal has agreed to designate an address for that purpose, notices, instruments, communications and other materials relating to the arbitration shall be served on that party at that address; service in this manner shall be deemed as effective.

3. If there is no designated address or no agreement to designate an address, a document shall be deemed have been properly served:

(a) if the document is delivered to the addressee's place of business, place of registration, place of residence, address stated in the identity card, address registered in the civil registry, address confirmed orally or in writing to the arbitral tribunal or the Court of Arbitration, any valid address used externally, or the address set forth in the parties' agreement; or,

(b) if, after reasonable efforts, none of the aforesaid addresses can be found, it is delivered by post, special delivery or any other means that provides a record of delivery to the addressee's last known place of business, place of registration, place of residence, address stated in the identity card, registered address

in the civil registry, address of service agreed upon by the parties, or any other mailing address.

4. If the delivery is in the form of a data message, if the person to be served designates a particular system for receiving data messages, the data message is deemed to have been validly served at the time it enters that particular system; if no particular system has been designated, the data message is deemed to have been validly served at the time it first enters any of the addressee's systems.

5. If the parties have agreed to serve each other, in case of any dispute over the time of service, the arbitral tribunal or the Court of Arbitration shall determine the time of service.

6. The period referred to in these Rules begins to run on the day after the day on which notices, instruments, communications and other materials relating to the arbitration are deemed to have been validly served.

If the expiry date of the period is an official holiday or a non-working day at the place of service, the period shall be extended to the following first working day; official holidays or non-working days during the period's continuity shall be included in the calculation of the period referred to in these Rules.

Article 50. Publication of Information

1. Upon written consent of the parties, the provisions of articles III to VII of the United Nations Convention on Transparency in Treaty-based Investor-State Arbitration (hereinafter referred to as "the Transparency Convention") shall apply to arbitrations conducted under these Rules.

2. In the absence of agreement between the parties on the application of the Transparency Convention, the Notice of Arbitration, the written submissions of the parties, the written submissions of the non-disputing party and the non-disputing treaty party, the orders and decisions of the arbitral tribunal, and

the arbitral award (including correction, interpretation, addition to the award and decision on annulment) shall be made publicly available except where they are confidential or protected information, as defined in paragraph 3 of this article.

The time and manner of publication shall be decided by the Court of Arbitration, taking into account the circumstances of the case and after consulting the arbitral tribunal and the parties.

3. For the purposes of these Rules, confidential or protected information means:

- (a) confidential business or personal information;
- (b) information that may not be publicly disclosed pursuant to a legal instrument of consent to arbitration;
- (c) information that may not be publicly disclosed according to the applicable laws or rules of the arbitration;
- (d) information that may not be publicly disclosed pursuant to decisions and orders of the arbitral tribunal;
- (e) information of a State party to a dispute that is not subject to public disclosure under the law of that State; or
- (f) information whose publication may impede the enforcement of the law or undermine the integrity of the arbitral proceedings.

Article 51. Written submissions by third parties

1. In arbitration cases based upon an investment treaty, a party to the investment treaty other than the parties to the dispute (hereinafter referred to as the “Non-Disputing Treaty Party”) may, after written notice to the Court of Arbitration and to the parties, make a written submission to the arbitral tribunal regarding the interpretation of the investment treaty involved in the case. The arbitral tribunal may also, taking into account the parties' views and the circumstances of the case, invite written submissions on the interpretation of the investment treaty involved from a Non-Disputing Treaty Party.

2. Any person or entity that is not a disputing party (hereinafter

referred to as the “Non-Disputing Party”) and Non-Disputing Treaty Party may, after notifying the Court of Arbitration and the parties in writing, make written submissions regarding a matter within the scope of the dispute to the arbitral tribunal. The arbitral tribunal may also, based on the parties’ views and the circumstances of the case, invite written submissions regarding a matter within the scope of the dispute from a Non-Disputing Treaty Party and Non-Disputing Party.

3. Written submissions made by a Non-Disputing Party to the arbitral tribunal shall state its members, legal status (e.g., corporation, trade association, or other non-governmental organization), general objectives, nature of activities, and higher-level organization (including any that directly or indirectly control the Non-Disputing Party). The written submissions shall disclose whether the Non-Disputing Party has any direct or indirect relationship with the parties and any government, organization or person that has provided financial support or any other assistance in the preparation of its written submission.

4. In determining whether to accept the written submissions under paragraph 2, the arbitral tribunal shall, in addition to considering the views of the parties, consider whether the written submissions contain perspectives, expertise or opinions different from those of the disputing parties, which may assist the tribunal in resolving legal or factual issues relevant to the case; whether the written submissions are related to matters within the scope of the dispute involved in the arbitration case; whether the Non-Disputing Party has a material interest in the arbitration case; and whether allowing the Non-Disputing Party to make written submissions will affect the rights of the parties, such as the confidentiality of information.

5. If a Non-Disputing Party or a Non-Disputing Party submits written submissions to the arbitral tribunal, it shall be deemed to

have agreed to be administered by the ICDPASO in accordance with these Rules.

6. The arbitral tribunal may decide that the written submissions under paragraphs 1 and 2 shall meet certain formal and content requirements.

7. The parties shall have the right to present their views on the written submissions.

8. At the request of either party or if deemed necessary by the arbitral tribunal, the arbitral tribunal may hold a hearing to permit the Non-Disputing Treaty Party or the Non-Disputing Party to present its written submissions.

9. If necessary, the arbitral tribunal may decide whether the Non-Disputing Treaty Party or the Non-Disputing Party should submit further written submissions. The arbitral tribunal shall determine the deadline and scope of such submissions.

10. If necessary, the arbitral tribunal may decide to provide documents related to the arbitral proceedings to Non-Disputing Treaty Parties or Non-Disputing Parties in order to facilitate their participation in the arbitration.

11. The arbitral tribunal shall ensure that any statement by a Non-Disputing Treaty Party or Non-Disputing Party does not disrupt the proceedings and that it does not impose unreasonable burdens or cause unfair prejudice to either party.

12. The arbitral tribunal may reference or rely on the written submissions of the Non-Disputing Treaty Party or Non-Disputing Party in its orders, decisions, or awards.

Article 52. Application of Information Technologies

Unless otherwise agreed by the parties, the Court of Arbitration or the arbitral tribunal may decide that all or part of the arbitration proceedings shall be conducted with the aid of information technologies, including but not limited to, online filing, service and hearings.

Article 53. Limitation of Liability

Unless otherwise provided by the law applicable to the arbitration, the ICDPASO, its members and employees, the arbitral tribunal, the emergency arbitrator, tribunal-appointed experts, and case secretaries shall not be liable to any person for any actions (acts or omissions) related to the arbitration conducted in accordance with these Rules.

The parties shall not request any individuals referred to in paragraph 1 to serve as witnesses in any other legal proceedings related to the arbitration case administered by the ICDPASO under these Rules.

Article 54. Interpretation of these Rules

1. The titles of the provisions of these Rules are not intended to explain their meaning.
2. These Rules shall be interpreted by the ICDPASO.

Article 55. Implementation of these Rules

These Rules shall enter into force on 1 December 2024 after having been reviewed and adopted by the Council of the ICDPASO.