

Article 19. Application for Arbitration.....	13
Article 20. Defense and Counterclaim	14
Article 21. Change of Claims or Defenses.....	15
Article 22. Objections to Jurisdiction of the Arbitral Tribunal	15
Article 23. Early Dismissal of Arbitration Application or Defense	16
Article 24. Provisional Measures	17
Article 25. Emergency Arbitrators	18
Article 26. Hearing Methods.....	19
Article 27. Hearing In Person.....	20
Article 28. Place of Hearing.....	21
Article 29. Evidence.....	21
Article 30. Tribunal-Appointed Experts.....	22
Article 31. Default Hearing.....	23
Article 32. Suspension and Resumption of the Arbitration Proceedings.....	24
Article 33. Close of Hearing	24
Chapter V Settlement and Mediation.....	25
Article 34. Settlement, Mediation and Negotiation Facilitation	25
Article 35. Mediation by the Arbitral Tribunal	26
Chapter VI Arbitral Award.....	27
Article 36. Time Limit for the Award.....	27
Article 37. Making of the Award.....	27
Article 38. Governing Law	28
Article 39. Interlocutory Award	28

Article 40. Partial Award	29
Article 41. Review of the Draft Award	29
Article 42. Correction of the Award	29
Article 43. Supplementary Award	30
Article 44. Bearing of Fees	30
Chapter VII Supplementary Provisions	31
Article 45. Service of Process and Time Limit	31
Article 46. Expedited Procedure	32
Article 47. Assistance in Interim Arbitration	33
Article 48. Amicable Composition.....	33
Article 49. Arbitration Funded by Third Parties	33
Article 50. Application of Information Technology.....	34
Article 51. Limitation of Liability.....	34
Article 52. Interpretation of these Rules	34
Article 53. Effective Date of these Rules.....	34

Chapter I

General Provisions

Article 1. Application of these Rules

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

The Court of Arbitration of the ICDPASO (hereinafter referred to as the “Court of Arbitration”) shall administer the arbitral proceedings as authorized while the dispute submitted shall be resolved by the Arbitral Tribunal.

2. If the parties, though in the absence of agreement or in case of ambiguous agreement on the specific arbitration institution, agree to apply these Rules for arbitration, it shall be deemed that the parties agree to submit the dispute to the ICDPASO for arbitration.

3. If the parties change the matters related to the arbitral proceedings in these Rules, or agree to apply other arbitration rules, such change or agreement shall prevail, unless such change or agreement is inoperative or in conflict with any mandatory legal provisions of the seat of arbitration or may render the award invalid.

If the parties agree to apply the professional or industrial arbitration rules formulated by the ICDPASO, and the dispute falls under the scope of application of such rules, such agreement shall prevail.

4. If these Rules conflicts with the mandatory provisions of the governing law of the arbitral proceedings, the mandatory provisions of the governing law shall prevail.

5. For matters not explicitly stipulated in these Rules, the Court of Arbitration or the Arbitral Tribunal may, as it deems

appropriate, facilitate the arbitral proceedings, so as to promote the efficient and impartial resolution of the dispute between the parties.

Article 2. Definitions

In these Rules:

1. The term “Arbitral Tribunal” refers to the Arbitral Tribunal composed of one arbitrator or several arbitrators;
2. The term “party” or “parties” includes the Claimant, the Respondent or other parties;
3. References to “Claimant”, “Respondent”, “party” and “additional party” can be understood as plural as appropriate;
4. The term “award” includes, inter alia, partial award, interlocutory award, final award and supplementary award;
5. The term “day” refers to a natural day, commencing from the next day of the time limit; if the expiration date of the time limit is a statutory holiday or non-business day in the seat of arbitration, the first business day thereafter shall be the expiration date of the time limit;
6. The term “written form/in writing” refers to a form that is generated, sent, received or stored by all means of communication, including data messages, for future reference.

Article 3. Waiver of Right to Object

A Party who knows or reasonably ought to know that there is failure to comply with any provision of these Rules or any term of the arbitration agreement, but nevertheless participates in or proceeds with the arbitral proceedings without promptly raising its objection to such non-compliance in writing to the Court of Arbitration or the Arbitral Tribunal, shall be deemed to have waived its right to object.

Chapter II

Commencement of Arbitration

Article 4. Arbitration Notice

1. The party initiating arbitration (hereinafter referred to as the “Claimant”) shall submit a written Arbitration Notice to the Court of Arbitration and pay the case registration fees in accordance with the Arbitration Fee Schedule of the ICDPASO. The Claimant shall serve a copy of the Arbitration Notice to the Respondent and inform the Court of Arbitration of such service, including the method and date thereof.

2. The Arbitration Notice shall generally include:

- (a) an expression of intention that the dispute be referred to arbitration;
- (b) the names, addresses, e-mail addresses and other known contact information of the parties and their representatives (if any);
- (c) a statement of the disputed issue and the claim. If damages are involved, an amount shall be preliminarily estimated and quantified if possible;
- (d) the arbitration agreement on which the arbitration is based, with a copy attached thereto;
- (e) the contract or other legal documents that cause or are related to the dispute, with copies attached thereto if possible.

3. If the parties have not reached an agreement in advance on the seat of arbitration, the language of arbitration, the governing law and the formation of the Arbitral Tribunal, the Claimant may put forward the suggestions in the Arbitration Notice.

4. If the Court of Arbitration considers that the Arbitration Notice complies with the provisions of Paragraph 2 of this Article, it shall issue an Acceptance Notice to the parties within ten (10) days from the date of payment of the case registration fees by the Claimant.

If the Claimant fails to make payment for the case registration fees at the time of submitting the Arbitration Notice, the Court of Arbitration shall prescribe the time limit for payment; the Claimant's failure to pay the case registration fees within the aforesaid time limit shall be deemed that the Arbitration Notice has not been submitted.

5. The arbitral proceedings shall commence upon the date of receipt of the Arbitration Notice by the Court of Arbitration.

Article 5. Response to the Arbitration Notice

1. The Respondent shall, within fourteen (14) days from the date of receipt of the Arbitration Notice, submit a written Response to the Arbitration Notice to the Court of Arbitration, with a copy served upon the Claimant, and shall inform the Court of Arbitration such service, including the method and date thereof.

2. The Response to the Arbitration Notice shall include:

(a) the name, address, e-mail address and other contact information of the Respondent and its representative (if any);

(b) responses to Items (c) to (e) of Paragraph 2 of Article 4, including objections (if any) to the jurisdiction of the Arbitral Tribunal, and a brief statement of the basis or reasons;

3. The Respondent may make a counterclaim or a claim for the purpose of offset in the Response, which shall briefly describe the claim and the relief or damages sought. If an amount is involved, it shall be preliminarily estimated and quantified if possible.

If the Respondent makes a counterclaim, it shall pay the relevant fees in accordance with the Arbitration Fee Schedule of the ICDPASO.

4. The Respondent may, based on the proposal of the Claimant or directly put forward suggestions or opinions on the seat of arbitration, the language of arbitration, the governing law and the formation of the Arbitral Tribunal.

Article 6. Arbitration of Multiple Contracts

1. The parties may jointly submit claims in respect of disputes under multiple contracts in one arbitration case upon satisfaction of the following conditions:

- (a) the arbitration agreements of multiple contracts are the same or compatible with each other;
- (b) the multiple contracts involved are of a principal-accessory relationship, or the parties involved are the same and the nature of the legal relationship is the same; and
- (c) the dispute originates from the same or related transactions.

2. If the parties apply for a consolidation arbitration of multiple contracts, the Court of Arbitration shall decide the approval thereof based on the specific circumstances of the case. If the Court of Arbitration approves but other parties raise objections to the consolidation of multiple contracts in one arbitration case, the Arbitral Tribunal shall decide the approval thereof.

Article 7. Joinder of Additional Parties

1. The Claimant, the Respondent or the other person involved in the case may apply in writing to add one or more third parties as a party to participate in the arbitral proceedings conducted in accordance with these Rules in one of the following circumstances:

- (a) where there is prima facie evidence sufficient to show that the third party is bound by the arbitration agreement on which the arbitration application is based; or
- (b) where the parties and the third party agree with the joinder of additional parties.

2. The application for joinder of additional parties shall, according to the joinder of a Claimant or a Respondent, be made with reference to Articles 4 and 5 of these Rules.

3. Prior to the formation of the Arbitral Tribunal, the Court of

Arbitration shall decide the acceptance of the application for joinder of additional parties. If the Court of Arbitration decides to accept the application for joinder of additional parties, it shall notify the parties of the same.

The Arbitral Tribunal shall, after its formation, decide the acceptance of the application for joinder of additional parties. If the Arbitral Tribunal accepts the application for joinder of additional parties, the parties may re-appoint arbitrators to form a new Arbitral Tribunal in accordance with these Rules, unless the parties agree to retain the original Arbitral Tribunal.

Article 8. Consolidation of Arbitration

1. A party may apply with the Court of Arbitration to consolidate two or more pending cases conducted in accordance with these Rules into one arbitration case to be heard by the same Arbitral Tribunal in one of the following circumstances:

- (a) where the parties agree with the consolidation of arbitration;
- (b) where all claims of each pending case are made in accordance with the same arbitration agreement; or
- (c) where the claim of each pending case is made according to multiple arbitration agreements with the same or compatible contents, and
- (i) the parties involved and the nature of the legal relationship are the same; or
- (ii) the multiple contracts involved are of a principal-accessory relationship.

2. The Court of Arbitration may, at deciding the consolidation of arbitration, consider the specific circumstances of arbitration agreements on which relevant arbitration cases are based, the relevance between the cases, the stage of the arbitral proceedings, and the nomination or appointment of arbitrators in the case where the Arbitral Tribunal has been formed.

3. The arbitration cases to be consolidated by the Court of

Arbitration shall be consolidated to the case whose arbitral proceedings commence first, unless otherwise agreed by the parties or decided by the Court of Arbitration based on the circumstances of the cases.

4. The arbitration case that has not been consolidated shall proceed independently in accordance with these Rules.

Article 9. Representatives

1. A party may entrust an representative to participate in the arbitral proceedings. The Court of Arbitration and/or the Arbitral Tribunal may require the parties to submit a power of attorney specifying the basic information, specific entrusted matters and authority of the representative.

2. If a party entrusts another representative or changes its representative, it shall immediately notify the Court of Arbitration and/or the Arbitral Tribunal and other parties.

3. The Court of Arbitration and the Arbitral Tribunal (after its formation) may, after consultation with the parties, take necessary measures to avoid conflict of interest and ensure the impartial conduct of the arbitral proceedings.

Chapter III

Arbitral Tribunal

Article 10. Panel of Arbitrators

1. The Court of Arbitration provides for a Panel of Arbitrators based on the expertise of each arbitrator.

2. A party may appoint arbitrators from the Panel of Arbitrators provided by the Court of Arbitration or other arbitrators outside the Panel of Arbitrators.

If a party appoints an arbitrator outside the Panel of Arbitrators, it shall comply with the law of the seat of arbitration.

Article 11. Number of Arbitrators

1. If the parties have agreed on the number of arbitrators, such agreement shall prevail.

The Court of Arbitration may propose to the parties to increase or reduce the number of arbitrators after fully considering the complexity of the case and the amount in dispute.

2. Unless otherwise provided by these Rules, in the absence of agreement or in case of ambiguous agreement on the number of arbitrators by the parties, the Arbitral Tribunal shall be composed of three arbitrators.

Article 12. Composition of the Sole-Member Arbitral Tribunal

1. If the parties reach an agreement on the sole-arbitrator arbitration, a party may nominate one or more candidates as the sole arbitrator to the other parties.

2. Unless otherwise agreed by the parties or reasonably extended by the Court of Arbitration, within twenty-one (21) days as of the date of commencement of the arbitral proceedings, if the parties fail to reach an agreement on the appointment of the sole arbitrator or upon the application by either party, the Court of Arbitration shall appoint a sole arbitrator for arbitration.

3. Unless the parties agree not to appoint 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 sole arbitrator candidates;

(b) the parties shall, within seven (7) days as of the date of receiving the aforesaid candidate list, appoint one to three sole arbitrator candidates and submit the appointment to the Court of Arbitration;

(c) after the expiration of the aforesaid period, if there is one candidate jointly appointed by the parties, the candidate so appointed shall be the sole arbitrator jointly appointed by the parties; if there are two or more candidates jointly appointed by the parties, the Court of Arbitration shall determine one of them as the sole arbitrator jointly appointed by the parties according to the specific circumstances of the case; if there is no candidate jointly appointed by the parties, the Court of Arbitration will directly appoint a sole arbitrator for the parties outside the candidate list.

4. In making the appointment of a sole arbitrator, the Court of Arbitration shall fully consider the suggestions of the parties and the specific circumstances of the case.

Article 13. Composition of the Three-Member Arbitral Tribunal

1. Unless otherwise agreed by the parties, if the Arbitral Tribunal is composed of three arbitrators, each party shall appoint one arbitrator and notify the Court of Arbitration in writing. The third arbitrator shall be jointly appointed by the two arbitrators appointed by the parties to serve as the presiding arbitrator of the Arbitral Tribunal.

If the Claimant or the Respondent consists of multiple parties, they shall jointly appoint an arbitrator through consultation; if the Claimant or the Respondent fail to reach a consensus, they may jointly entrust the Court of Arbitration for appointment.

2. If a party fails to notify the Court of Arbitration and the other party in writing of the arbitrator appointed by it within fourteen (14) days as of the date of receiving the Acceptance Notice, or within the time limit agreed by the parties or determined by the Court of Arbitration, the other party may request the Court of Arbitration to appoint a second arbitrator.

3. If the two arbitrators appointed fail to reach an agreement on the appointment of the presiding arbitrator within seven (7)

days as of the date of appointment of the second arbitrator, or within the time limit agreed by the parties or determined by the Court of Arbitration, the Court of Arbitration will appoint the presiding arbitrator in accordance with the method of appointing a sole arbitrator specified in Article 12 of these Rules.

Article 14. Information Disclosure by Arbitrators

1. The arbitrator candidate shall, before accepting the nomination or appointment, disclose in writing to the Court of Arbitration the facts or circumstances that may reasonably affect his/her impartiality and independence. The Court of Arbitration shall notify the parties in writing of relevant information and require the parties to submit written opinions on the necessity of re-appointment of arbitrator within a prescribed time limit.

If a party fails to apply for the re-appointment of arbitrator within the prescribed time limit, it shall not challenge the arbitrator on the ground of the matters disclosed by the arbitrator.

2. The arbitrator to be nominated or appointed shall sign a declaration of independence, impartiality and sufficient time for case handling.

3. In case of any circumstances that affects the impartiality and independence of the arbitrator arise after the signing of the declaration or during the arbitral proceedings, the arbitrator shall immediately make a written disclosure to the parties, the co-arbitrators and the Court of Arbitration.

Article 15. Challenges to Arbitrators

1. If the parties have reasonable doubts about the impartiality and independence of the arbitrator, they may apply for challenges in writing, with specific reasons and corresponding evidence provided.

Either party can apply for challenges to the arbitrator appointed

by it only based on the facts or circumstances known after the appointment.

2. The parties shall apply for challenges before the first session; if the reason for challenge application is known after the first session, the application may be submitted within fourteen (14) days as of the date of knowing or ought to know the reason for challenges.

In case of a hearing by written submissions, a party shall submit the application within seven (7) days as of the date when it knows or ought to know the reason for challenges.

3. The Court of Arbitration shall promptly forward the challenge application to other parties and members of the Arbitral Tribunal, and the arbitrator challenged, other parties and members of the Arbitral Tribunal shall submit their written opinions within the time limit prescribed by the Court of Arbitration.

The Court of Arbitration shall make a decision on the challenge application as soon as possible after the expiration of the aforesaid time limit.

4. If one party applies for challenge to an arbitrator, and the other parties agree, or the arbitrator challenged recuses himself/herself voluntarily from the Arbitral Tribunal, the arbitrator challenged will no longer be an arbitrator of the case.

The foregoing circumstance shall not be deemed as the reason for applying for challenges.

5. If the representative entrusted by a party and the arbitrator constitute a situation of challenges after the formation of the Arbitral Tribunal, the said party has no right to apply for challenges, provided that, it shall not affect the right of other parties to apply for challenges.

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-nominated or 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, the Court of Arbitration may, at its discretion, replace the arbitrator, provided that, it shall allow the parties and other members of the Arbitral Tribunal to express their opinions within the time limit prescribed by the Court of Arbitration.

3. Unless otherwise agreed by the parties, if the sole arbitrator or the presiding arbitrator is to be replaced, the arbitral proceedings shall commence from the beginning; if other arbitrators are to be replaced, the Arbitral Tribunal may, at its own discretion, reopen all or part of the arbitral proceedings after consulting the parties.

Chapter IV

Conduct of the Arbitration

Article 17. Language of Arbitration

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

If the parties have not agreed on the language of arbitration, before the formation of the Arbitral Tribunal, the Court of Arbitration shall decide the language of arbitration according to the language of the contract involved in the case and other factors; the Arbitral Tribunal shall, after its formation, determine the language to be used in 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. During arbitral proceedings, if the parties or their representatives and witnesses need translation/interpretation services, the parties shall provide such services themselves or request the Court of Arbitration to provide such services.

If the parties have agreed on the bearing of translation/interpretation costs, such agreement shall prevail; in the absence of such agreement or in case of ambiguous agreement, it shall be decided by the Arbitral Tribunal.

3. The Arbitral Tribunal or the Court of Arbitration may, as it deems necessary, require the parties to provide translations or translation excerpts in the language of arbitration in respect of documents and supporting materials submitted by them.

Article 18. 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.

Article 19. Application for Arbitration

1. The Claimant shall serve a written Application for Arbitration on all members of the Arbitral Tribunal and the Respondent within the time limit determined by the Arbitral Tribunal.

The Claimant may deem the Arbitration Notice referred to in Article 4 of these Rules as an Application for Arbitration, provided that, the Arbitration Notice shall meet the requirements specified in Paragraphs 2 to 3 of this Article.

2. The Application for Arbitration shall include:

(a) the names and effective contact information of the parties and their representatives (if any);

(b) a statement of facts in support of the claim;

- (c) the dispute;
- (d) the legal basis and argument in support of the claim; and
- (e) the relief or damages sought.

3. The Application for Arbitration shall be attached with all documents and evidence on which the claim is based, as well as the supporting document regarding the Claimant's qualification.

Article 20. Defense and Counterclaim

1. The Respondent shall serve a Statement of Defense on all members of the Arbitral Tribunal and the Claimant within the time limit determined by the Arbitral Tribunal.

The Respondent may deem the response to the Arbitration Notice referred to in Article 5 of these Rules as a Statement of Defense, provided that, the Statement of Defense shall meet the requirements specified in Paragraphs 2 to 3 of this Article.

2. The Statement of Defense shall include the contents specified in Items (b) to (e) of Paragraph 2 of Article 19 of these Rules, as well as the legal basis and argument supporting the defense.

If the Respondent objects to the jurisdiction or the composition of the Arbitral Tribunal, it shall provide the facts and legal basis for such objection in the Statement of Defense.

3. The Statement of Defense shall be attached with all documents and evidence on which the defense is based, as well as the supporting document regarding the Respondent's qualification.

4. Where the Respondent makes a counterclaim in the Statement of Defense or a request an offset based on the claim, the Statement of Defense shall include:

- (a) a statement of facts supporting the counterclaim or the offset;
- (b) the legal basis and argument in support of the counterclaim or the offset; and
- (c) the relief or damages sought.

5. If the Respondent applies for a postponement of defense, if deemed justified by the Arbitral Tribunal, the time limit for defense may be postponed as appropriate.

6. Although the Respondent fails to defend or the defense does not comply with the provisions of these Rules, the arbitral proceedings shall proceed.

Article 21. Change of Claims or Defenses

The parties may change or supplement their claims or defenses during the arbitral proceedings, unless otherwise considered inappropriate by the Arbitral Tribunal in the light of the specific circumstances of the case.

Article 22. Objections to Jurisdiction of the Arbitral Tribunal

1. The Arbitral Tribunal has the power to rule on its own jurisdiction, including any dispute relating to the existence, validity or scope of the arbitration agreement.

2. For the purpose of the preceding paragraph, the arbitration clause forming part of the contract or the arbitration agreement attached to the contract shall be severable from the contract. The validity of the arbitration clause or arbitration agreement shall not be affected by the conclusion, non-entry-into-force, invalidity, inefficacy, change, dissolution, suspension, termination, transfer or cancellation of the contract.

3. The party's objection to the jurisdiction of the Arbitral Tribunal shall be raised in the Statement of Defense at the latest; the objection to the Arbitral Tribunal's jurisdiction beyond the scope of the submissions to arbitration shall be raised in writing within fourteen (14) days upon occurrence of the alleged beyond the scope of the submissions to arbitration.

Where a party raises an objection to the jurisdiction beyond the aforesaid time limit, the Arbitral Tribunal may accept the objection if the delay is justified.

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

4. In respect of the objection to jurisdiction raised in accordance with this Article, the Arbitral Tribunal may make a ruling on it as if it were a preliminary issue or in the substantive award.

Article 23. Early Dismissal of Arbitration Application or Defense

1. The parties may request the Arbitral Tribunal for early dismissal of the arbitration application or defense on the following grounds, with the facts and legal basis supporting their request explained:

(a) the arbitration application or defense obviously lacks legal basis; or

(b) the arbitration application or defense is obviously beyond the jurisdiction of the Arbitral Tribunal.

When submitting the application to the Arbitral Tribunal, the party who made the application for early dismissal shall serve a copy of the application to the other parties and inform the Arbitral Tribunal of the service, including the method and date thereof.

2. The Arbitral Tribunal shall, after giving the parties a reasonable period of time to express their opinions, make an order or award on the aforesaid application and briefly explain the reasons.

3. Unless there are special circumstances and the Court of Arbitration agrees to extend the time limit, the Arbitral Tribunal shall make an order or award within thirty (30) days as of the date of receiving the application.

Article 24. Provisional Measures

1. Upon application by either party, the Arbitral Tribunal may, as it deems appropriate, grant such provisional measures, including

but not limited to:

(a) maintain the status quo or restore to the original status before the dispute is resolved;

(b) take measures to prevent or avoid:

(i) existing or imminent damage;

(ii) obstruction to the arbitral proceedings;

(c) provide property preservation for the enforcement of arbitral awards;

(d) preserve substantive evidence related to the dispute.

2. If a party requests provisional measures, it shall state the reasons why the requesting party is entitled to such provisional measure.

3. The Arbitral Tribunal may require the requesting party to provide security in connection with the provisional measure requested.

4. The Arbitral Tribunal may require the parties to disclose without delay material changes in the circumstances on which the provisional measure is requested or granted.

5. Upon the application by either party, the Arbitral Tribunal may modify, suspend or terminate the provisional measure granted, or the Arbitral Tribunal may, under special circumstances, modify, suspend or terminate the provisional measure granted at its own discretion after notifying the parties in advance.

6. If the Arbitral Tribunal subsequently determines that the provisional measures should not have been granted under the then circumstance, the requesting party shall be liable for all losses caused to other parties by such measures.

7. A party's application to judicial authorities for provisional measures shall not be deemed as a derogation or waiver of the arbitration agreement.

Article 25. Emergency Arbitrators

1. If the parties need to, from the commencement of the arbitral proceedings to the formation of the Arbitral Tribunal, take provisional or preservation measures due to emergencies, they may submit a written application for the appointment of emergency arbitrators to the Court of Arbitration.

The written application shall include:

- (a) the names and registered service addresses of the parties involved and their representatives;
- (b) the emergency measures requested and reasons therefor;
- (c) the proposed seat of arbitration, the governing law and the language of arbitration;
- (d) other documents or information suitable for or conducive to the effective hearing of the application, including the arbitration agreement on which it is based.

The party applying for the Emergency Arbitrator Procedure shall serve a copy of the application to the other parties and inform the Court of Arbitration of the service, including the method and date thereof.

2. If the Court of Arbitration decides to apply the Emergency Arbitrator Procedure, it shall appoint the emergency arbitrators within two (2) days from the date of receipt of the written application and the advance payment of the costs for the Emergency Arbitrator Procedure by the Claimant as required, and notify the parties of the appointment.

3. The information disclosure by and challenges to emergency arbitrators shall be handled with reference to Articles 14 and 15 of these Rules. If a party challenges an emergency arbitrator on the ground of the matters disclosed, it shall do so within two (2) days from the date of receipt of the written disclosure by the emergency arbitrator. If no challenge is made within the time limit, no emergency arbitrator shall be challenged thereafter on

the ground of the matters disclosed.

4. The emergency arbitrator shall consider the nature and urgency of the request for emergency measures and conduct relevant procedures in such manner as he/she deems appropriate. The emergency arbitrator shall be independent and impartial at all times to ensure that the parties have a reasonable opportunity to present their statements.

5. The emergency arbitrator shall make relevant decisions and explain the reasons within fourteen (14) days from the date of acceptance of appointment.

The parties shall abide by the decision made by the emergency arbitrator.

6. Unless otherwise agreed by the parties, no emergency arbitrator shall act as an arbitrator in a case related to the emergency measures.

7. The Arbitral Tribunal may, after its formation, modify, suspend or revoke the relevant decisions made by the emergency arbitrator.

Article 26. Hearing Methods

1. The Arbitral Tribunal shall hold a hearing, by means of on-site hearing and remote hearing, to hear the case.

The Arbitral Tribunal may, after consulting the parties, conduct the arbitral proceedings by video conference, teleconference or other communications methods it deems appropriate or the combination thereof.

2. If the parties have agreed on a hearing by written submissions, such agreement shall prevail; however, if the Arbitral Tribunal deems it necessary, it may hold a hearing in person.

If the Arbitral Tribunal deems it unnecessary to hold a hearing in person, it may, with the consent of the parties, conduct a hearing by written submissions based on the evidence and documents submitted by the parties.

3. Unless otherwise agreed by the parties, the Arbitral Tribunal may hear the case in such manner as it deems appropriate, make a decision on the procedural arrangements of the arbitration, and issue a procedural order.

If the members of the Arbitral Tribunal disagree on procedural matters, the arbitral proceedings shall proceed in accordance with the majority opinion of the Arbitral Tribunal; if the members of the Arbitral Tribunal fail to reach a majority opinion, the arbitral proceedings shall proceed in accordance with the opinion of the presiding arbitrator.

4. The Arbitral Tribunal may, as it deems necessary, work with the parties to prepare a timetable for the efficient conduct of the arbitral proceedings as the case may be.

In order to ensure the effective management of the case, the Arbitral Tribunal may, after consulting the parties, take further procedural measures or modify the procedural timetable by calling a case management meeting.

5. The Arbitral Tribunal shall treat the parties equally and give each party a reasonable opportunity to make statements and defend itself during the arbitral proceedings.

The Arbitral Tribunal shall, upon exercise of its discretion, avoid unnecessary delay and costs and try its best to conduct the arbitral proceedings in an effective manner.

Article 27. Hearing In Person

1. If a case is to be heard in person, the Arbitral Tribunal shall notify the parties of the time and place of the hearing thirty (30) days before the hearing. If a party has justified reasons to request a postponement of the hearing, it shall submit the request in writing at least seven (7) days before the hearing to the Arbitral Tribunal for approval.

The notice of the date and place of the second hearing and the postponed hearing shall not be subject to the foregoing period.

2. Unless otherwise agreed by the parties, the hearing in person shall not be held publicly.

If the parties agree to make it public, the hearing in person may be held publicly, unless trade secrets are involved or the Arbitral Tribunal deems it inappropriate.

3. Upon the joint application by the parties, or upon the application by one party and the consent of the Arbitral Tribunal, the Court of Arbitration may hire a stenographer to make hearing records for the Arbitral Tribunal.

Article 28. Place of Hearing

1. Unless otherwise agreed by the parties or decided by the Arbitral Tribunal, the hearing shall be held at the location of the Court of Arbitration or the location of the Branch authorized by the Court of Arbitration to specifically provide the procedure management services.

2. The parties may agree to hold a hearing in a place other than the place specified in the preceding paragraph, provided that, they shall bear the expenses incurred thereby.

Article 29. Evidence

1. The parties shall bear the burden of proof for the facts on which its claim or defense is based.

2. The Arbitral Tribunal may, during the arbitral proceedings, require the parties to present documents, physical objects or other evidence within the prescribed time limit.

3. The Arbitral Tribunal has the power to decide the admissibility, relevance, authenticity and weight of any evidence.

4. Unless otherwise directed by the Arbitral Tribunal, the statements of witnesses, including those of expert witnesses, may be submitted in writing after signed by such witnesses.

The hearing of witnesses, including expert witnesses, may

be conducted in accordance with the conditions and methods determined by the Arbitral Tribunal.

Article 30. Tribunal-Appointed Experts

1. The Arbitral Tribunal may, after consulting the parties, appoint one or more independent experts to report in writing on the specific issues proposed by the Arbitral Tribunal.

2. The expert shall, before accepting the appointment, submit a statement of his/her professional qualifications and a declaration of his/her impartiality and independence to the Arbitral Tribunal and the parties. The parties shall, within the time limit prescribed by the Arbitral Tribunal, submit written opinions to the Arbitral Tribunal regarding the qualification, impartiality or independence of the expert.

If a party fails to raise an objection within the time limit and the expert accepts the appointment, the party can only raise an objection to the qualification, impartiality or independence of the expert based on the reasons known only after the appointment of the expert. The arbitration tribunal shall decide whether to accept the objection.

3. The parties shall provide or produce the documents, physical objects and other relevant materials required by the expert for inspection. If any party and the expert dispute on the necessity of providing or producing documents, physical objects and other materials, the dispute shall be submitted to the Arbitral Tribunal for decision.

4. The Arbitral Tribunal shall, upon receipt of the expert report, send a copy thereof to the parties, and give the parties a reasonable period of time to put forward their written opinions.

5. Unless otherwise agreed by the parties, if the Arbitral Tribunal considers it necessary for the expert to appear at the hearing or if the parties apply for the expert to appear at the hearing, the expert appointed in accordance with Paragraph 1 of this Article

shall attend the court hearing and respond to the inquiry.

The expert who submits the report shall, at the request of either party, appear in court for hearing.

Article 31. Default Hearing

1. Within the time limit specified by these Rules or determined by the Arbitral Tribunal:

(a) if the Claimant neither submits an Application for Arbitration nor treats the Arbitration Notice as an Application for Arbitration, the Arbitral Tribunal shall terminate the arbitral proceedings unless there are still pending matters to be decided and the Arbitral Tribunal considers it appropriate to make a decision on the pending matters;

(b) if the Respondent neither submits the Response or Statement of Defense to the Arbitration Notice nor provides justified reasons for non-submission, the Arbitral Tribunal shall continue the hearing, provided that, the failure to submit the Response or Statement of Defense shall not be deemed as recognizing the Claimant's claim; this provision shall also apply to the circumstance where the Claimant fails to submit a Statement of Defense to the counterclaim or the claim made for offset purpose.

2. If the Claimant, having been duly notified, fails to appear at the hearing without justified reasons or withdraws from an ongoing hearing without the permission of the Arbitral Tribunal, it shall be deemed to have withdrawn the arbitration application, without prejudice to the Arbitral Tribunal's hearing of the counterclaim made by the Respondent in the absence of the Claimant.

3. If the Respondent, having been duly notified, fails to appear at the hearing without justified reasons or withdraws from an ongoing hearing without the 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 shall be deemed to have withdrawn the counterclaim application.

4. If a party, without providing reasons, fails to provide or produce documents, physical objects or other evidence within the time limit prescribed by the Arbitral Tribunal, the Arbitral Tribunal may make an award based on the evidence submitted.

Article 32. Suspension and Resumption of the Arbitration Proceedings

1. If, during the arbitral proceedings, the parties jointly apply for a suspension or the arbitral proceedings need to be suspended due to special circumstances, the Arbitral Tribunal may decide the suspension thereof.

If the Arbitral Tribunal has not been formed, it shall be decided by the Court of Arbitration.

2. After the reason for suspending the arbitral proceedings disappears or the suspension period expires, the arbitral proceedings shall resume.

Article 33. Close of Hearing

1. If, after consulting the parties, the Arbitral Tribunal considers that it is not necessary to provide further substantive evidence or further statements on the disputed issues to be arbitrated, it may announce the close of hearing.

2. If, due to special circumstances, the Arbitral Tribunal may, as it deems necessary, reopen the hearing before making the award at its own discretion or upon application by either party.

Chapter V

Settlement and Mediation

Article 34. Settlement, Mediation and Negotiation Facilitation

1. During the arbitral proceedings, the parties may take the initiative to reach a settlement on their dispute, apply for mediation to the the Court of Mediation of the ICDPASO or other mediation institutions recognized by the Court of Arbitration, or apply for negotiation facilitation to the Negotiation Facilitation Center of the ICDPASO.

2. If the parties reach a settlement agreement in accordance with the provisions of the preceding paragraph, they may request the Arbitral Tribunal to make an arbitral award/consent award or apply for withdrawal of the arbitration in accordance with the settlement agreement.

If the Arbitral Tribunal has not been formed, the Court of Arbitration may appoint a sole arbitrator to form an Arbitral Tribunal, which shall hear the case in accordance with the procedures it deems appropriate and make an arbitral award or a consent award; the specific procedures and time limit shall not be subject to other provisions of these Rules.

3. The Court of Arbitration or the Arbitral Tribunal may require the parties to make a declaration to ensure the lawfulness and authenticity of the settlement agreement and commercial activities related thereto, and not to damage the interests of a person other than involved in the case or the public interests.

4. If the Arbitral Tribunal has reasonable doubts about the lawfulness and authenticity of the settlement agreement, or believes that making an arbitral award or a consent award in accordance with the settlement agreement may damage the interests of a person other than involved in the case or the public interests, it may dismiss the request of the parties to make

an arbitral award or a consent award in accordance with the settlement agreement.

Article 35. Mediation by the Arbitral Tribunal

1. If the parties are willing to mediate, the Arbitral Tribunal may preside over the mediation during the arbitral proceedings.
2. If the parties agree to mediation by the Arbitral Tribunal, the arbitrator presiding over the mediation may continue to perform the duties of an arbitrator in subsequent arbitral proceedings, unless otherwise agreed by the parties or provided by the law of the seat of arbitration.
3. The Arbitral Tribunal may conduct the mediation in such manner as it deems appropriate. With the consent of the parties, the mediation may be presided over by all or part of the members of the Arbitral Tribunal.
4. If a party applies for a person other than involved in the case to participate in the mediation and other parties and the said person agree so in writing, the Arbitral Tribunal may notify the said person to participate in the mediation.
5. If, during the mediation, either party proposes to terminate the mediation or the Arbitral Tribunal considers that the mediation will fail, the mediation shall be stopped.
6. If the parties reach a settlement through mediation, they may withdraw the claim or counterclaim, or request the Arbitral Tribunal to make an arbitral award or a consent award in accordance with the settlement agreement.
7. If the mediation fails, neither party shall invoke any statement, opinion, viewpoint, suggestion or assertion of the parties and/or the arbitrator during the mediation as the basis for supporting its claim, defense or counterclaim in subsequent arbitral proceedings, judicial proceedings or any other proceedings.

Chapter VI

Arbitral Award

Article 36. Time Limit for the Award

1. The Arbitral Tribunal shall make an arbitral award within four (4) months from the date of closure of hearing. If the time limit needs to be extended due to special circumstances, the Arbitral Tribunal or the authorized presiding arbitrator shall submit the extension to the Court of Arbitration for approval.
2. The aforesaid time limit does not include the period during which the arbitral proceedings are suspended, the time for appraisal, evaluation, audit, testing and expert consultation on special issues, and the time for out-of-court settlement at the joint request in writing by the parties to the Arbitral Tribunal.

Article 37. Making of the Award

1. The arbitral award shall be made in writing, indicating the claims, the disputed issues, the reasons for the award, the result of the award, the bearing of arbitration costs, the date of the award and the seat of arbitration.
If the parties agree that there is no need to indicate the reasons or the award is made in accordance with the settlement agreement of the parties, the disputed issues and the reasons for the award may not be stated.
2. If the Arbitral Tribunal is composed of more than one arbitrator, it shall make an award based on the majority opinions, while the minority opinions may be recorded in the hearing transcript; if no majority opinions can be reached, the award will be made in accordance with the opinion of the presiding arbitrator, while the opinions of other arbitrators may be recorded in the hearing transcript.

3. The arbitral award shall be signed by the arbitrators; the dissenting arbitrators may choose not to sign the arbitral award, provided that, they shall state the reasons for not signing.

4. The Arbitral Tribunal shall submit the arbitral award signed by the arbitrators to the Court of Arbitration. If it is confirmed that the arbitration costs have been paid in full, the Court of Arbitration shall send the arbitral award to the parties after affixing its seal thereon.

5. With the unanimous consent of the parties, the arbitral award may be published if the following conditions are met:

(a) to protect or enforce a legal right;

(b) to the extent required by the statutory disclosure obligation if the legal proceedings of a court or other competent authorities are involved.

6. The arbitral award shall enter into force as of the date of making.

Article 38. Governing Law

1. The parties may agree on the governing law to be applied by the Arbitral Tribunal to hear the substantive issues of the case; if the parties fail to agree on the governing law or their agreement conflicts with the mandatory legal provisions of the seat of arbitration, the Arbitral Tribunal may determine the governing law according to the doctrine of the most significant relationship.

2. The Arbitral Tribunal shall make an arbitral award in accordance with the terms of the contract concluded by the parties with due regard to the business practices applicable to the transaction.

Article 39. Interlocutory Award

1. If the Arbitral Tribunal deems it necessary or if the parties make a request to which the Arbitral Tribunal agrees, the Arbitral Tribunal may make an interlocutory award on the

relevant procedural or substantive issues of the case before making a final award.

2. The making and performance of an interlocutory award shall not affect the procession of the arbitral proceedings or the final award made by the Arbitral Tribunal.

Article 40. Partial Award

1. If the Arbitral Tribunal deems it necessary or if the parties make a request to which the Arbitral Tribunal agrees, the Arbitral Tribunal may make a partial award on some of the claims of the parties before making a final award.

2. The partial award shall be final and binding on the parties.

3. If the parties reach a partial mediation, the Arbitral Tribunal may, at the request of the parties, prepare a consent award on the partial mediation.

Article 41. Review of the Draft Award

1. Before signing any award, the Arbitral Tribunal shall submit the draft award to the Court of Arbitration for review.

2. Without prejudice to the making of an award independently by the Arbitral Tribunal, the Court of Arbitration may draw the attention of the Arbitral Tribunal to the relevant issues of the award.

Article 42. Correction of the Award

1. If the award contains clerical, computational or typographical errors or other similar errors, the parties may notify the Arbitral Tribunal, the Court of Arbitration and other parties in writing within thirty (30) days from the date of receipt of the award and request the Arbitral Tribunal to make corrections.

2. If the Arbitral Tribunal considers that the reasons for corrections are justified, it shall make corrections in writing within thirty (30) days from the date of receipt of the aforesaid written request.

3. The Arbitral Tribunal may, on its own initiative, make such corrections in writing within forty-five (45) days from the date of award.

4. The Arbitral Tribunal may make a correction directly on the original award or make a separate correction in writing for this purpose, and the direct correction or the separate correction shall constitute a part of the award.

Article 43. Supplementary Award

1. If a party considers that a claim is omitted from the award, it may, within thirty (30) days from the date of receipt of the award and after notifying other parties, request the Arbitral Tribunal in writing to make a supplementary award.

2. If the Arbitral Tribunal considers that there indeed are omissions, it shall make a supplementary award within thirty (30) days from the date of receipt of the aforesaid written request.

3. The Arbitral Tribunal may, if necessary, extend the time limit for making the award.

Article 44. Bearing of Fees

1. The Arbitration Tribunal shall determine the arbitration costs and the actual expenses payable by the parties in the final award and other decisions it deems appropriate.

2. Unless otherwise agreed by the parties, the Arbitral Tribunal may determine the proportion of arbitration costs and the actual expenses to be borne by the parties according to the specific circumstances of the case and the award results, the efforts and contributions of the parties to the efficient and expeditious arbitral proceedings, and other relevant circumstances.

3. If the parties reach a settlement on their own or through mediation by the Arbitral Tribunal, the parties may determine the bearing proportion of the arbitration costs and the actual expenses through consultation.

4. The parties shall be jointly and severally liable to the Arbitral Tribunal and the Court of Arbitration for the arbitration costs and the actual expenses.

Chapter VII

Supplementary Provisions

Article 45. Service of Process and Time Limit

1. All notices, documents, letters and other materials relating to arbitration served by either party in accordance with these Rules shall be sent in writing to the other parties, the Arbitral Tribunal, the emergency arbitrator (if any) and the Court of Arbitration at the same time.

2. Where a party has specially designated an address for the purpose of service, or the Arbitral Tribunal has agreed to designate an address for this purpose, notices, documents, letters and other materials related to arbitration shall be served on the party at that address; if the process is served in this way, it shall be deemed effected.

3. In the absence of a designated address or agreement on a designated address, the service under the following circumstances shall be deemed effected:

(a) where the service is made to the place of business, registered address, residence address, domicile in ID card, domicile in household register, address confirmed with the Arbitral Tribunal or the Court of Arbitration orally or in writing, any valid address used, and address specified in the agreement of the person to be served.

(b) where the aforesaid addresses cannot be found with reasonable efforts, and the service is made to the last known place of business, registered address, residence address, domicile in ID card, domicile in household register, address agreed by the parties or other mailing addresses of the person to be served

by mail, express mail or other methods of service with service records available.

4. Where the service is effected in the form of data message, if the person to be served designates a specific system to receive the data message, the time when the data message enters the specific system shall be deemed as the time of service; if no specific system is designated, the time when the data message first enters any system of the person to be served shall be deemed as the time of service.

5. Where the parties have agreed on the service except for the time of service, the Court of Arbitration or the Arbitral Tribunal shall determine the time of service.

6. The time limit referred to in these Rules shall commence from the next day after the notice, document, letter and other materials related to arbitration are deemed served.

If the expiration date of the time limit is a statutory holiday or non-business day in the service address, the time limit shall be extended to the first business day thereafter; statutory holidays or non-business days during the time limit shall be included in the calculation of the time limit referred to in these Rules.

Article 46. Expedited Procedure

1. The parties may, prior to the formation of the arbitral tribunal, submit a written application to the Court of Arbitration for the application of expedited procedure for arbitration, provided that, the following conditions shall be met:

(a) the total amount in dispute caused by claims, counterclaims and any offset claims does not exceed US \$3 million; or

(b) if the foregoing total amount in dispute exceeds US \$3 million, then with the written application of one party and the written consent of the other parties; or

(c) the parties agree to apply the expedited procedure for arbitration.

2. The Court of Arbitration shall, based on the specific

circumstances of the case and the contribution of expedited procedure to the efficient and rapid settlement of disputes, decide the application of the expedited procedure.

3. A case in which expedited procedure is applied shall be tried by a sole arbitrator Arbitral Tribunal, unless otherwise decided by the Court of Arbitration.

4. The Arbitral Tribunal may, after consulting the parties, make an award in an efficient and expedited manner.

5. The Arbitral Tribunal shall make a final award within six (6) months as of the date of its formation; if an extension is necessary under special circumstances, it may be submitted to the Court of Arbitration for approval.

Article 47. Assistance in Interim Arbitration

The Court of Arbitration may, upon application by the parties, assist in the interim arbitration according to the rules selected by the parties, including acting as an appointing authority for the arbitral proceedings.

Article 48. Amicable Composition

If the parties agree in the arbitration agreement or unanimously make a written request during the arbitral proceedings, the arbitral tribunal may conduct an amicable composition *ex aequo et bono*.

Article 49. Arbitration Funded by Third Parties

1. The Arbitral Tribunal may, at the request of either party or at its own discretion after consulting the parties, require the parties to disclose the funding by the party other than involved in the arbitration (the third-party sponsor or insurer), or require the parties to disclose the economic interests of the party other than involved in the arbitration (the third-party sponsor, insurer, parent company or ultimate beneficial owner) in the outcome of

the arbitration.

If there is any change in the foregoing information after the first disclosure, the funded party shall disclose the change immediately.

2. The Arbitral Tribunal may, as it deems necessary, require the funded parties to disclose the relevant information; if an arbitrator has an interest with the funding party, the arbitrator shall recuse himself/herself.

Article 50. Application of Information Technology

Unless otherwise agreed by the parties, the Court of Arbitration or the Arbitral Tribunal may conduct all or part of the arbitral proceedings with the help of information technology, including but not limited to online case filing, online service of process and online case hearing.

Article 51. Limitation of Liability

Unless otherwise prohibited by the law applicable to the arbitration, the ICDPASO and its staff and representatives, arbitrators and experts appointed by the Arbitral Tribunal, shall not be liable to the parties for any act related to the arbitration.

Article 52. Interpretation of these Rules

1. The titles and headings of the provisions of these Rules are for reference only and shall not affect the interpretation of such provisions.

2. These Rules shall be interpreted by the Court of Arbitration.

Article 53. Effective Date of these Rules

These Rules shall enter into force as of 18th July, 2022 upon deliberation and adoption by the Council of the ICDPASO.