

China International Economic and Trade Arbitration Commission (CIETAC)
Procedures for the Administration of Cases under the UNCITRAL
Arbitration Rules

(Effective as of 1 March 2025)

Introduction

For the purpose of serving the diversified needs of the parties to apply the UNCITRAL Arbitration Rules (“UNCITRAL Rules”) in their arbitration while choosing China International Economic and Trade Arbitration Commission (“CIETAC”) as the administrator for its institutional arbitration service, as well as promoting the standardization and transparency of its administration of such cases, CIETAC formulates its Procedures for the Administration of Cases under the UNCITRAL Arbitration Rules (“Procedures”).

These Procedures were formulated on the basis of CIETAC’s practice and experience of administering such cases, and in light of UNCITRAL’s Recommendations to Assist Arbitral Institutions and Other Interested Bodies with regard to Arbitration under the UNCITRAL Arbitration Rules, aiming to provide the parties with integrated and complementary arbitration service reflecting both the benefits of the UNCITRAL Rules and CIETAC’s administration characteristics.

Where the parties have agreed in an arbitration agreement to submit their disputes to CIETAC for arbitration in accordance with the UNCITRAL Rules or to arbitration administered by CIETAC under the UNCITRAL Rules, or to apply these Procedures in

their arbitration or in administering their arbitration, or on words of similar meaning, it shall be deemed that they have agreed to apply these Procedures in their arbitration as modification and supplement to the UNCITRAL Rules.

Under these Procedures, CIETAC provides administrative services as the administrator, which primarily include performing the functions of the appointing authority under the UNCITRAL Rules, assisting with the procedural management of cases, ensuring the arbitration to be conducted in an efficient and fair manner, administering the costs of arbitration, scrutinizing draft awards and issuing awards, etc.

Nothing in these Procedures shall prevent CIETAC from solely acting as an appointing authority under the UNCITRAL Rules or providing specific supporting services for *ad hoc* arbitration under the UNCITRAL Rules according to the agreement of the parties or the designation of the relevant authority, which however shall not be construed as a designation of CIETAC as the administrator for arbitration under these Procedures.

These Procedures may also apply to any investor-State arbitration administered by CIETAC under the UNCITRAL Rules pursuant to a treaty providing for the protection of investments or investors.

Model Arbitration Clauses

The parties to a contract may adopt the following model clauses if they wish to refer any future disputes to CIETAC as the administrator under the UNCITRAL Rules in international arbitration.

Model Clause I:

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the UNCITRAL Arbitration Rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

Model Clause II:

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) _____ Sub-Commission/Arbitration Center for arbitration which shall be conducted in accordance with the UNCITRAL Arbitration Rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

Note: Parties may consider adding the following provisions:

- (1) The number of arbitrators shall be _____ (one or three)
- (2) The place of arbitration shall be _____ (city or country)
- (3) The arbitration language shall be _____ (insert language)

Chapter I Introductory Rules

Article 1 Purposes

For the purpose of serving the diversified needs of the parties to apply the UNCITRAL Arbitration Rules (“UNCITRAL Rules”) in their arbitration while choosing China International Economic and Trade Arbitration Commission (“CIETAC”) as the administrator for its institutional arbitration service, as well as promoting the standardization and transparency of its administration of such cases, CIETAC formulates its Procedures for the Administration of Cases under the UNCITRAL Arbitration Rules (“Procedures”).

Article 2 Application

1. These Procedures shall apply to cases where the parties have agreed in their arbitration agreement for arbitration under the UNCITRAL Rules with CIETAC as the administrator. An arbitration agreement shall be deemed to contain such consensus if the parties have agreed:

(a) to submit their disputes to CIETAC for arbitration in accordance with the UNCITRAL Rules or to arbitration administered by CIETAC under the UNCITRAL Rules;

(b) to apply these Procedures in their arbitration or in administering their arbitration;
or

(c) on words of similar meaning.

2. The arbitration shall be conducted in accordance with the UNCITRAL Rules as modified and supplemented by these Procedures, unless otherwise agreed by the parties and such agreement is not inoperative or in conflict with a mandatory provision of the law applicable to the arbitration.

3. Nothing in these Procedures shall prevent CIETAC from solely acting as an appointing authority under the UNCITRAL Rules or providing specific supporting services for *ad hoc* arbitration under the UNCITRAL Rules according to the agreement

of the parties or the designation of the relevant authority.

4. These Procedures may also apply to any investor-State arbitration administered by CIETAC under the UNCITRAL Rules pursuant to a treaty providing for the protection of investments or investors.

Article 3 Rules Version

1. The UNCITRAL Rules referred to in these Procedures are the 2021 version of the UNCITRAL Rules.

2. Where the parties agree to apply any other version of the UNCITRAL Rules, the relevant articles cited in these Procedures shall be automatically adjusted to the corresponding articles of that version.

Article 4 Institution

1. CIETAC is based in Beijing, and has sub-commissions or arbitration centers. The sub-commissions/arbitration centers accept arbitration applications and administer arbitration cases with CIETAC's authorization.

2. Where the parties have agreed to submit their disputes to CIETAC for arbitration, CIETAC shall accept the arbitration application and administer the case. Where the parties have agreed to arbitration by a CIETAC sub-commission/arbitration center, or have agreed to arbitrate or conduct the oral hearing in the province, autonomous region, or centrally-administered municipality where a CIETAC sub-commission/arbitration center is located, that sub-commission/arbitration center shall accept the arbitration application and administer the case unless otherwise agreed by the parties. CIETAC may also authorize and designate a sub-commission/arbitration center to administer relevant cases having regard to the circumstances of such cases. Where the sub-commission/arbitration center agreed upon by the parties does not exist or its authorization has been terminated, or where the agreement is ambiguous, CIETAC shall accept the arbitration application and administer the case. In the event of any dispute, a decision shall be made by CIETAC.

3. Where a case is administered by a sub-commission/arbitration center, the

administrative functions and duties performed by CIETAC under these Procedures shall be performed by the relevant sub-commission/arbitration center.

Article 5 Administrative Services

Under these Procedures, CIETAC provides administrative services as the administrator, which include but not limited to:

- (a) performing the functions of the appointing authority under the UNCITRAL Rules, including appointing arbitrators, deciding on the challenge and replacement of arbitrators, and reviewing the fees and expenses of arbitrators, etc.;
- (b) assisting with the procedural management of cases, and performing relevant functions and providing necessary assistance to facilitate the arbitral proceedings, including assisting with the exchange of arbitration documents, assisting the arbitral tribunal to arrange the timetable or set a time limit, providing oral hearing services, making relevant decisions on issues such as the arbitration language and the extension of time limits, assisting with matters related to interim measures, etc.;
- (c) ensuring the arbitration to be conducted in an efficient and fair manner;
- (d) administering the costs of arbitration;
- (e) scrutinizing draft awards and issuing awards; and
- (f) issuing orders for termination of the arbitral proceedings pursuant to Article 36 of the UNCITRAL Rules.

Article 6 Acceptance of a Case

1. The Claimant shall submit to CIETAC its arbitration application materials in accordance with Article 3 of the UNCITRAL Rules.
2. The arbitral proceedings shall commence on the day on which CIETAC receives the arbitration application materials from the Claimant.
3. The Claimant shall advance the arbitration fee to CIETAC within the specified time period in accordance with the amount and manner as notified by CIETAC.
4. Where after examination CIETAC finds the formalities required for arbitration

application to be complete, it shall send a Notice of Arbitration to the Claimant and the Respondent, and forward the Claimant's arbitration application materials to the Respondent.

5. Where after examination CIETAC finds the formalities required for the arbitration application incomplete, it may request the Claimant to complete them within a specified time period. The Claimant shall be deemed not to have submitted the arbitration application if it fails to complete the required formalities within the specified time period. In such a case, the Claimant's arbitration application materials shall not be kept on file by CIETAC.

6. After CIETAC accepts a case, it shall designate a case manager to assist with the procedural administration of the case.

Article 7 Submission and Exchange of Arbitration Documents

1. All arbitration documents from the parties shall be submitted to CIETAC.

2. All arbitration documents to be exchanged during the arbitral proceedings shall be exchanged among the arbitral tribunal and the parties by CIETAC, unless otherwise agreed by the parties and with the consent of the arbitral tribunal or otherwise decided by the arbitral tribunal.

Chapter II Composition of the Arbitral Tribunal

Article 8 Decision on the Number of Arbitrators

When deciding on whether the arbitral tribunal shall be composed of a sole arbitrator upon the request of one party in accordance with Article 7.2 of the UNCITRAL Rules, CIETAC shall take into account the amount in dispute, the complexity of the dispute, the urgency of the case and any other factors it considers relevant.

Article 9 Nomination or Appointment of Arbitrators

1. CIETAC recommends the parties to nominate arbitrators from its Panel of Arbitrators

under these Procedures. A nominee outside CIETAC's Panel of Arbitrators may act as arbitrator subject to the confirmation by CIETAC.

2. When providing a list of candidates to the parties in accordance with the list-procedure provided in the UNCITRAL Rules, determining the sole arbitrator or the presiding arbitrator, or appointing an arbitrator directly, CIETAC shall take into consideration the parties' special agreement on the qualifications or requirements of the arbitrator, the nature of the dispute, the applicable law, the place of arbitration, the language of arbitration, the nationalities of the parties, and any other factors it considers relevant.

Chapter III Arbitral Proceedings

Article 10 Language of Arbitration

1. Where the parties have agreed on the language of arbitration, their agreement shall prevail.

2. In the absence of such agreement, the language of arbitration shall be Chinese. CIETAC may also designate one or more language(s) as the language(s) of arbitration after taking into proper consideration of all the circumstances of the case including the language(s) of the contract. The arbitral tribunal, after it is formed, may redesignate the language(s) to be used in the proceedings having regard to the circumstances of the case.

Article 11 Extension of Time Limit

Before the formation of the arbitral tribunal, upon request of a party, CIETAC may, having regard to the circumstances of the case, extend the procedural time limit set forth in the UNCITRAL Rules or agreed upon by the parties.

Article 12 Decision on Jurisdiction

1. Where a decision on jurisdiction is to be made by the arbitration institution according to the law applicable to the arbitration, CIETAC has the power to determine the

existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. Such power is delegated to the arbitral tribunal once it is formed.

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

2. Where the arbitral tribunal has the power to rule on its own jurisdiction according to the law applicable to the arbitration, the decision on jurisdiction shall be made by the arbitral tribunal.

Article 13 Place and Manner of Oral Hearing

1. Unless the parties have agreed on another place of oral hearing or the arbitral tribunal has decided otherwise, the place of oral hearings shall be in Beijing for a case administered by CIETAC or at the domicile of the sub-commission/arbitration center administering the case.

2. After consultation with the parties and taking into consideration of the circumstances of the case, the arbitral tribunal may, at its own discretion, decide to conduct the oral hearing in person, by remote virtual conference, or by other appropriate means of electronic communication.

Article 14 Acceptance of a Counterclaim

When filing a counterclaim, the Respondent shall advance the corresponding arbitration fee to CIETAC within the specified time period in accordance with the amount and manner as notified by CIETAC, failing which the Respondent shall be deemed not to have filed any counterclaim. Where the formalities required for filing a counterclaim are found to be complete, CIETAC shall send a Notice of Acceptance of Counterclaim to the parties.

Article 15 Acceptance of Amendment to Claim or Counterclaim

Where the Claimant/Respondent applies to amend its claim/counterclaim and the arbitral tribunal accepts such application, after the party has advanced the arbitration fee or completed other relevant formalities required, CIETAC shall send a Notice of Acceptance for the amendment of claim or counterclaim. If the party applying for additional claim or counterclaim fails to advance the relevant arbitration fee as required, it shall be deemed not to have applied for such amendment.

Article 16 Interim Measures

1. Where a party applies for conservatory measures, CIETAC shall forward the party's application to the competent court designated by that party.
2. In accordance with the applicable law or the agreement of the parties, a party may apply to CIETAC for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures. The emergency arbitrator may decide to order or award necessary or appropriate emergency measures. The decision of the emergency arbitrator shall be binding upon both parties.
3. At the request of a party, the arbitral tribunal may decide to order or award any interim measures it deems necessary or appropriate in accordance with the applicable law or the agreement of the parties pursuant to Article 26 of the UNCITRAL Rules.

Chapter IV The Award

Article 17 Scrutiny of Draft Award

The arbitral tribunal shall submit its draft award to CIETAC for scrutiny before signing the award. CIETAC may bring to the attention of the arbitral tribunal issues addressed in the award on the condition that the arbitral tribunal's independence in rendering the award is not affected.

Article 18 Seal on Award

The seal of CIETAC shall be affixed to the arbitral award; except where the case is administered by the CIETAC Hong Kong Arbitration Center, the seal of that Center shall be affixed to the arbitral award.

Chapter V Expedited Arbitration

Article 19 Application of the Expedited Arbitration Rules

1. Where the parties have agreed to apply the UNCITRAL Expedited Arbitration Rules (“Expedited Arbitration Rules”), their agreement shall prevail.
2. In the event that the parties are not able to reach a consensus on whether the Expedited Arbitration Rules shall apply, the arbitral tribunal shall make the decision. Before the formation of the arbitral tribunal, CIETAC may make a *prima facie* decision if it deems necessary, subject to any final decision by the arbitral tribunal.

Article 20 Three-member Tribunal Entering into Expedited Arbitration

Where after the formation of a three-member tribunal the parties agree to enter into expedited arbitration, they shall consider whether to change to a sole-arbitrator tribunal. Where the parties fail to reach a consensus, CIETAC may make a decision on whether to have a sole-arbitrator or three-member tribunal having regard to the circumstances of the case.

Chapter VI Costs Administration

Article 21 Costs of Arbitration

The costs of arbitration collected by CIETAC under these Procedures include the fees and expenses of the arbitrators and other costs set forth in items (a) to (c) in Article 40.2 of the UNCITRAL Rules, the relevant administrative fees of CIETAC, and other actual costs. The standards and relevant provisions of fees shall be determined in accordance with Article 85 of the CIETAC Arbitration Rules effective as from 1 January 2024 and the Arbitration Fee Schedules attached thereto.

Article 22 Costs Administration Service

CIETAC provides costs administration service, including the collection and management of the deposits of the relevant costs of arbitration, the disbursement and refund of the deposits, the review and adjustment of the fees and expenses of the arbitrators, etc.

Chapter VII Supplementary Provisions

Article 23 Exclusion of Liability

In light of Article 16 of the UNCITRAL Rules, save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against CIETAC and its staff, the arbitrators, the emergency arbitrator and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

Article 24 Interpretation

1. The headings of the articles in these Procedures shall not be construed as interpretations of the contents of the provisions contained therein.
2. These Procedures shall be interpreted by CIETAC.

Article 25 Coming into Force

These Procedures shall be effective as of 1 March 2025.