



## 中華仲裁國際中心仲裁規則 CAAI Arbitration Rules

<p><b>Preamble</b></p> <p>The CAAI Arbitration Rules (“the Rules”) have been adopted by the CAA International Arbitration Centre (“CAAI”) to take effect from 1 July 2017.</p> <p>The Rules reflect international standards and developments in arbitration, as illuminated by the arbitration rules of various institutions, including HKIAC, ICC, SIAC, SCC, LCIA, ACICA and UNCITRAL.</p> <p>The Rules apply to arbitrations seated outside Taiwan Area, while the CAA Arbitration Rules continue to apply to arbitrations seated in Taiwan Area.</p> <p>Parties may adopt the Rules in their arbitration agreement or by agreement in writing at any time before or after a dispute has arisen.</p>	<p><b>前言</b></p> <p>中華仲裁國際中心仲裁規則（以下稱「本規則」）由中華仲裁國際中心（以下稱「本中心」）制定，並自 2017 年 7 月 1 日起生效。</p> <p>本規則之內容反映當前仲裁國際標準及發展之現狀，並參考香港國際仲裁中心、國際商會、新加坡國際仲裁中心、倫敦國際仲裁院、澳洲國際商事仲裁中心及聯合國國際貿易法委員會等機構之仲裁規則。</p> <p>本規則適用於仲裁地係臺灣地區以外之仲裁，至於以臺灣地區為仲裁地之仲裁，則繼續適用中華仲裁協會規則。</p> <p>當事人得於仲裁協議約定，或於爭議發生之前或之後以書面約定適用本規則。</p>
<p><b>Model Arbitration Clause</b></p> <p>Any dispute, controversy, difference or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be finally resolved by arbitration referred to [insert either CAA (Chinese Arbitration Association, Taipei) or CAAI (CAA International Arbitration Centre)**] in accordance with its arbitration rules in force</p>	<p><b>示範仲裁條款</b></p> <p>因本契約所生或與其相關之任何爭議、歧見或請求，包括有關契約之存續、效力、解釋、履行、違約或終止之問題，應提交[請填入中華仲裁協會或中華仲裁國際中心**]，依其於仲裁聲請書提交時有效之仲裁規則，於[請填入仲裁地**]以仲裁解決之。</p>

<p>when the Notice of Arbitration is submitted, and the seat of arbitration shall be <i>[insert jurisdiction**]</i>.</p> <p><b>** Please insert CAA if the seat of arbitration is in Taiwan Area (in which case CAA Arbitration Rules will apply). Alternatively, please insert CAAI if the seat of arbitration is outside Taiwan Area (in which case CAAI Arbitration Rules will apply).</b></p> <p><b>Optional:</b> The number of arbitrators shall be <i>[insert one or three]</i>.</p> <p><b>Optional:</b> The language of arbitration shall be <i>[insert language]</i>.</p>	<p><b>**如仲裁地為臺灣地區，請填入中華仲裁協會（適用中華仲裁協會仲裁規則）。如仲裁地為臺灣地區以外，請填入中華仲裁國際中心（適用中華仲裁國際中心仲裁規則）。</b></p> <p><b>選擇性條款：</b>仲裁庭應由 <i>[請填入一或三]</i> 名仲裁人組成。</p> <p><b>選擇性條款：</b>仲裁語言應為 <i>[請填入語言]</i>。</p>
<p><b>Article 1: Scope of Application</b></p> <p>1. CAAI is the only authorised institution for administering arbitration proceedings under the Rules, which came into force on 1 July 2017. The Rules shall govern any arbitration where an arbitration agreement, whether entered into before or after a dispute has arisen, either provides for CAAI Arbitration Rules to apply, or provides for arbitration “administered by CAAI” or to similar effect, except where:</p> <p>(a) the arbitration agreement designates any place in Taiwan Area as the Seat of Arbitration;</p> <p>(b) the parties otherwise designate any place in Taiwan Area as the Seat of Arbitration; or</p>	<p><b>第一條（適用範圍）</b></p> <p>1. 本規則自 2017 年 7 月 1 日生效，本中心為唯一有權依本規則管理仲裁程序之機構。本規則適用於任何約定適用中華仲裁國際中心仲裁規則，或約定仲裁應「提交中華仲裁國際中心管理」或訂有具類似效力之仲裁協議（無論係於爭議發生之前或之後簽訂）。但於下列情形，不適用之：</p> <p>(a) 該仲裁協議約定臺灣地區任何地點為仲裁地。</p> <p>(b) 當事人以其他方式約定臺灣地區任何地點為仲裁地。</p> <p>(c) 仲裁庭依第 19.1 條認定臺灣地區任何地點為仲裁地。</p> <p>2. 本規則應適用於符合第 1.1 條所載條件，且仲裁聲請書係於 2017 年 7 月 1 日或此後提交之仲裁案件，除協議係無效或抵</p>

<p>(c) the Tribunal designates any place in Taiwan Area as the Seat of Arbitration in accordance with Article 19.1.</p> <p>2. The Rules shall apply to any arbitration falling within Article 1.1 and the Notice of Arbitration is submitted on or after 1 July 2017, subject to such modification as the parties may agree in writing, unless such agreement is inoperative or in conflict with a mandatory provision of the law applicable to the arbitration.</p> <p>3. If any of the Rules is inconsistent with any mandatory provision of the law applicable to the arbitration from which the parties cannot derogate, that mandatory provision shall prevail.</p> <p>For any matters not expressly provided for in the Rules, CAAI may administer and the Tribunal may conduct the arbitration in such manner as they consider appropriate, while giving all parties reasonable opportunity to present their case.</p> <p>4. If the exception in Article 1.1(b) or (c) applies, the parties may agree to transfer the arbitration to the Chinese Arbitration Association, Taipei (“CAA”) pursuant to <i>CAAI Notes on Change of Seat to Taiwan Area</i>.</p>	<p>觸該仲裁案件所適用之強制規定者外，當事人得以書面協議變更適用之規定。</p> <p>3. 本規則任何規定如與當事人須遵守之該仲裁案件適用法律強制規定牴觸時，應以強制規定為準。</p> <p>本規則未明文規定之事項，本中心有權作出解釋，仲裁庭得以其認為適當之方式進行仲裁，但應提供全體當事人合理陳述之機會。</p> <p>4. 於第 1.1 條(b)款或(c)款之例外情形，當事人得約定依本中心因應仲裁地變更為臺灣地區之處理辦法將仲裁案件移轉至中華仲裁協會。</p>
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## Article 2: Definition and Interpretation

### 1. In the Rules:

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

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

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

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

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

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

“Claimant” includes one or more claimants;

“Costs of Arbitration” are specified in Article 43;

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

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

## 第二條（定義及釋義）

### 1. 本規則中：

「追加當事人」包括第 27 條所定之一名或多名當事人；

「判斷」包括臨時判斷、中間判斷、部分判斷或最終判斷，但不包括緊急仲裁人依附件 1 作成之判斷；

「仲裁答辯書」規定於第 8 條；

「本協會」係指中華仲裁協會，包括受其指派執行職務之委員會、小組或其他組織或個人；

「本中心」係指中華仲裁國際中心，包括受其指派執行職務之委員會、小組或其他組織或個人；

「請求」係指當事人對其他當事人提出之請求，包括反請求；

「聲請人」包括一名或多名聲請人；

「仲裁費用」規定於第 43 條；

「答辯」係指當事人對其他當事人所提請求或反請求之答辯，包括抵銷抗辯；

「緊急仲裁人」係指依附件 1 第 2 條選定之仲裁人；

「緊急措施」包括緊急仲裁人依附件 1 核准之一項或多項措施；

「簡易仲裁程序」規定於第 41 條；

「專家」包括當事人或仲裁庭選定之一名或多名專家；

<p>“Emergency Measures” include one or more measures granted by Emergency Arbitrator under Schedule 1;</p> <p>“Expedited Procedure” is specified in Article 41;</p> <p>“Expert” includes one or more experts appointed by a party or the Tribunal;</p> <p>“Interim Measures” include one or more measures granted by the Tribunal under Article 26;</p> <p>“Notice of Arbitration” is specified in Article 7;</p> <p>“Notice of Challenge” is specified in Article 16;</p> <p>“Party” means any party to the arbitration, including Claimant, Respondent, and any Additional Party;</p> <p>“Respondent” includes one or more respondents;</p> <p>“Rules” means CAAI Arbitration Rules (effective from 1 July 2017);</p> <p>“Seat of Arbitration” is specified in Article 19;</p> <p>“Statement of Claim” is specified in Article 21;</p> <p>“Statement of Defence” is specified in Article 22;</p> <p>“Termination Order” means an order for terminating the arbitration issued by the Tribunal under Article 36; and</p> <p>“Tribunal” includes one or more arbitrators but excludes any Emergency Arbitrator and arbitrator appointed by Expedited Procedure.</p> <p>2. The reference to anything “<b>in writing</b>” or “<b>written</b>”, except for any arbitration</p>	<p>「臨時措施」包括仲裁庭依第 26 條核准之一項或多項措施；</p> <p>「仲裁聲請書」規定於第 7 條；</p> <p>「迴避聲請書」規定於第 16 條；</p> <p>「當事人」係指仲裁之當事人，包括聲請人、相對人及追加當事人；</p> <p>「相對人」包括一名或多名相對人；</p> <p>「本規則」係指中華仲裁國際中心仲裁規則（2017 年 7 月 1 日生效）；</p> <p>「仲裁地」規定於第 19 條；</p> <p>「仲裁請求理由書」規定於第 21 條；</p> <p>「仲裁答辯理由書」規定於第 22 條；</p> <p>「仲裁終止之裁斷」係指仲裁庭依第 36 條核發之仲裁終止裁斷；以及</p> <p>「仲裁庭」包括一名或多名仲裁人，但不包括緊急仲裁人及依簡易仲裁程序選定之仲裁人。</p> <p>2. 除仲裁條款或仲裁協議外，「<b>書面</b>」係指以供日後存取及使用之各類形式（包括紙本、影音或電子方式）之紀錄內容。</p> <p>3. 代名詞得為中性。單數名詞於適當情況可能指複數。</p> <p>4. <b>本規則之正式版本</b>：本中心就本規則發布之英文、中文及其他語言版本均為正式版本。</p>
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<p>clause or arbitration agreement, means the content is recorded in any form (including paper, visual, audio or electronic means) which is accessible and useable for subsequent reference.</p> <p>3. Any pronoun may be gender-neutral. Any singular noun may refer to the plural in appropriate circumstances.</p> <p>4. <b>Official version of the Rules:</b> Each of the English, Chinese and other language version of the Rules published by CAAI is an official version.</p> <p>In the event of any inconsistency between the different language versions, the English version shall prevail.</p> <p>In the event of any dispute about the interpretation of the English version, the parties, Tribunal and CAAI may consult the Chinese version.</p> <p>5. The Tribunal shall convene a case management conference with the parties to establish the terms of reference and procedural timetable in accordance with <i>CAAI Guidelines on Case Management Conference</i>.</p> <p>The Tribunal and the parties shall conduct the arbitration in accordance with <i>CAAI Code of Ethics for Arbitrators and Parties</i>.</p> <p>The Tribunal may appoint a Tribunal secretary in accordance with the relevant requirements of CAAI.</p>	<p>不同語言版本間如有歧異，應以英文版本為準。</p> <p>對英文版本之解釋發生爭議時，當事人、仲裁庭及本中心得參考中文版本。</p> <p>5. 仲裁庭應依本中心案件管理會議指引，與當事人召開案件管理會議，制訂審理範圍書及程序時間表。</p> <p>仲裁庭及當事人於進行仲裁程序時，應遵守本中心仲裁人暨當事人倫理規範。</p> <p>仲裁庭得依本中心之相關規定聘用一名仲裁庭秘書。</p>
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<p><b>Article 3: Waiver of Right to Object</b></p> <p>A party who knows or should have known of any non-compliance with any provision of the Rules or any direction or order from the Tribunal and yet proceeds with the arbitration without promptly raising any objection, is deemed to have waived its right to object to such non-compliance.</p>	<p><b>第三條（異議權之放棄）</b></p> <p>當事人明知或可得而知任何不合本規則或仲裁庭裁斷之情事，而未儘速提出異議，繼續進行仲裁者，視為放棄就該等不符情事提出異議之權利。</p>
<p><b>Article 4: Representation</b></p> <ol style="list-style-type: none"> <li>1. The parties may be represented by any authorised persons of their choice.</li> <li>2. The Tribunal or CAAI may require proof of authority of any party representatives, such as a power of attorney.</li> <li>3. Any party intending to change or add to its representatives after the Tribunal's constitution shall promptly notify such intended change or addition to the Tribunal, CAAI and all other parties.</li> </ol>	<p><b>第四條（仲裁代理）</b></p> <ol style="list-style-type: none"> <li>1. 當事人得選任他人為仲裁代理人。</li> <li>2. 仲裁庭或本中心得要求當事人之代理人提出授權證明，例如委任書。</li> <li>3. 仲裁庭組成後，當事人如有意變更或增加代理人，應儘速通知仲裁庭、本中心及其他全體當事人。</li> </ol>
<p><b>Article 5: Notices, Statements and Other Written Communications</b></p> <ol style="list-style-type: none"> <li>1. The parties and the Tribunal shall provide CAAI with a copy of any notice, statement or other written communication concerning the arbitration.</li> <li>2. Any notice, statement or other written communication is deemed to be received by a party, Tribunal or CAAI if it is: <ol style="list-style-type: none"> <li>(a) delivered by hand to the addressee personally; or</li> </ol> </li> </ol>	<p><b>第五條（通知、陳述及其他書面通訊）</b></p> <ol style="list-style-type: none"> <li>1. 當事人及仲裁庭應將仲裁案件之通知、陳述及其他書面通訊副知本中心。</li> <li>2. 通知、陳述及其他書面通訊採用下列各款方式之一時，即視為已送達當事人、仲裁庭或本中心： <ol style="list-style-type: none"> <li>(a) 親自送交收件人。</li> </ol> </li> </ol>

<p>(b) delivered via registered post or courier service to:</p> <ul style="list-style-type: none"> <li>(i) the address of the addressee or its representative designated in writing during the arbitration;</li> <li>(ii) the address agreed by the parties;</li> <li>(iii) any address based on the parties' practice in prior dealings;</li> <li>(iv) any last known address of the addressee if all of the above fails to deliver;</li> </ul> <p>or</p> <p>(c) transmitted by electronic means (including facsimile and email) that provides a record of its transmission (including time and date) to:</p> <ul style="list-style-type: none"> <li>(i) the facsimile number or email address of the addressee or its representative designated in writing during the arbitration;</li> <li>(ii) any facsimile number or email address agreed by the parties; or</li> <li>(iii) any last known facsimile number or email address of the addressee if all of the above fails to deliver.</li> </ul> <p>3. Any notice, statement or other written communication is deemed to be received on the earliest date when it is made in accordance with any of the means specified in Article 5.2.</p> <p>For this purpose, the date shall be determined according to the local time at the place of receipt, unless the parties agree otherwise.</p> <p>4. Any notice, statement or other written communication made to more than one</p>	<p>(b) 由掛號郵寄或快遞服務送交：</p> <ul style="list-style-type: none"> <li>(i) 收件人或其代理人於仲裁程序中以書面指定之地址。</li> <li>(ii) 當事人約定之地址。</li> <li>(iii) 當事人過去交易使用之地址。</li> <li>(iv) 前開各項均無法送達時，收件人最後為人所知之地址。</li> </ul> <p>(c) 透過得提供傳送紀錄（包括時間及日期）之電子通訊方式（包括傳真及電子郵件）傳送至：</p> <ul style="list-style-type: none"> <li>(i) 收件人或其代理人於仲裁程序中以書面指定之傳真號碼或電子郵件信箱地址。</li> <li>(ii) 當事人約定之傳真號碼或電子郵件信箱地址。</li> <li>(iii) 前開各項均無法送達時，收件人最後為人所知之傳真號碼或電子郵件信箱地址。</li> </ul> <p>3. 通知、陳述及其他書面通訊，已依第 5.2 條所定方式送達時，視為於最早日期送達。</p> <p>基此，除當事人另有約定外，送達之日期應以送達地之當地時間為準。</p> <p>4. 對於超過一名當事人或仲裁人所提出之通知、陳述或其他書面通訊，於依第 5.2 條所定方式送達，應視為以最後收件人</p>
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<p>party or arbitrator is deemed to be received when it is made to the last intended recipient in accordance with any of the means specified in Article 5.2.</p>	<p>完成送達之日期為完成送達日。</p>
<p><b>Article 6: Time Limit and Calculation</b></p> <ol style="list-style-type: none"> <li>Any time limit set by the Tribunal, or CAAI if before the Tribunal's constitution, for any notice, statement or other written communication, including Statement of Claim and Statement of Defence, should not exceed 30 days. However, the Tribunal, or CAAI if before the Tribunal's constitution, may extend such time limit at any party's request if it concludes that an extension is justified, even in circumstances where such period has already expired.</li> <li>Any time limit shall begin to run on the day following the day when a notice, statement or other written communication is received or deemed to be received, whichever is earlier, under Article 5.  If the last day of such time limit is an official holiday or a non-business day at the place of receipt, the time limit shall extend to the first following business day.  Official holidays and non-business days occurring during the running of the time limit shall be included in such time limit.</li> </ol>	<p><b>第六條（期限及計算）</b></p> <ol style="list-style-type: none"> <li>仲裁庭或本中心於仲裁庭組成前，就包括仲裁請求理由書、仲裁答辯理由書等在內之通知、陳述或其他書面通訊所訂之期限，均不得超過 30 日。但經當事人聲請，如認定展延期限為有理由時，得展延期限；縱期限已屆至者，亦同。</li> <li>期限應自通知、陳述或其他書面通訊依第 5 條規定之送達日或視為送達日（以較早者為準）之次日起算。  如期限之最後一日為送達地之國定假日或非工作日，應順延至次一工作日。  期限內之國定假日或非工作日不予扣除。</li> </ol>

## Article 7: Notice of Arbitration

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

## 第七條（仲裁聲請書）

1. 聲請仲裁之當事人（以下稱「聲請人」），應向本中心提交仲裁聲請書，並應包括下列各款事項：
  - (a) 將爭議交付仲裁之要求。
  - (b) 當事人及其代理人之姓名／名稱及聯絡資料（郵寄及電子郵件信箱地址、電話及傳真號碼）。
  - (c) 所援引之一份或多份仲裁協議並檢附影本。
  - (d) 所援引之引發爭議或與其有關之一份或多份契約或其他法律文件並檢附影本。
  - (e) 說明請求性質、請求之救濟、請求或所涉之金額或價額；
  - (f) 當事人之仲裁協議或其他協議中未指定時，仲裁人人數之提議（例如一名或三名）。
  - (g) 關於適用法律、仲裁地或仲裁語言之意見。
  - (h) 當事人先前約定或聲請人提議之仲裁程序事項。
  - (i) 如有適用，摘要說明是否符合第 9.2 條關於複數契約下進行單一仲裁程序之標準，或依第 28 條聲請合併仲裁程序。
2. 仲裁聲請書應使用當事人約定之仲裁語言。  
如無約定，仲裁聲請書應使用中文或英文。本中心將於收到仲裁聲請書之日起七日內，就使用中文或英文作成初步決定，並通知全體當事人。

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| <p>2. The Notice of Arbitration shall use the language of arbitration as agreed by the parties.</p> <p>Absent such an agreement, the Notice of Arbitration shall use either Chinese or English. CAAI shall make and notify all parties of its preliminary decision on using either Chinese or English within seven days of receiving the Notice of Arbitration.</p> <p>3. The Notice of Arbitration may also include a Statement of Claim in accordance with Article 21.</p> <p>4. When submitting the Notice of Arbitration and any accompanying documents to CAAI, the Claimant shall simultaneously provide a copy to all parties, and notify CAAI the mode and date of such service.</p> <p>5. The Claimant shall pay to CAAI a non-refundable application fee of USD 1,000.00 for its Notice of Arbitration.</p> <p>6. CAAI may request the Claimant to remedy any non-compliance with the above requirements within an appropriate time limit.</p> <p>(a) If the Claimant complies with CAAI's request, the arbitration is deemed to commence on the date when CAAI receives or is deemed to receive the initial version of the Notice of Arbitration, and this date shall be determined in accordance with Article 5.</p> <p>CAAI shall notify all parties of the commencement of the arbitration.</p> <p>(b) If the Claimant fails to comply with CAAI's request, the submission of the</p> | <p>3. 仲裁聲請書亦得包括第 21 條所定之仲裁請求理由書。</p> <p>4. 聲請人向本中心提交仲裁聲請書及相關文件時，應同時副知全體當事人，並將送達方法及日期通知本中心。</p> <p>5. 聲請人聲請仲裁應向本中心繳納美金 1,000.00 元之聲請費，本項費用概不退費。</p> <p>6. 如聲請人不符前開規定，本中心得要求聲請人於適當期限內補正。</p> <p>(a) 聲請人依本中心要求補正者，仲裁應自仲裁聲請書最初版本送達或視為送達本中心之日開始，該日期應依第 5 條規定決定。</p> <p>本中心應將仲裁之開始通知全體當事人。</p> <p>(b) 聲請人未依本中心要求補正者，仲裁聲請書之提交無效，仲裁不得開始。但聲請人得於其後就同一請求另行提交仲裁聲請書。</p> |
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<p>Notice of Arbitration shall not be valid and the arbitration shall not commence. The Claimant may submit the same claim later in another Notice of Arbitration.</p>	
<p><b>Article 8: Answer to Notice of Arbitration</b></p> <p>1. Within 30 days of receiving the Notice of Arbitration the Respondent shall submit to CAAI an Answer to Notice of Arbitration, which shall include the following items:</p> <ul style="list-style-type: none"> <li>(a) the names, postal and email addresses, telephone and facsimile numbers of the Respondent and any representatives that are different from the description in the Notice of Arbitration;</li> <li>(b) confirmation or denial of all or part of the claims;</li> <li>(c) any objection to the jurisdiction of the Tribunal to be constituted under the Rules;</li> <li>(d) any response to the relief or remedy claimed in the Notice of Arbitration;</li> <li>(e) any comment in response to any statements in the Notice of Arbitration regarding the number of arbitrators, the applicable law, the Seat of Arbitration, the language and conduct of the arbitration, or any comment with respect to these matters;</li> <li>(f) a brief statement describing the nature and circumstances of any counterclaim</li> </ul>	<p><b>第八條（仲裁答辯書）</b></p> <p>1. 相對人應於收到仲裁聲請書之日起 30 日內，向本中心提交仲裁答辯書，並應包括下列各款事項：</p> <ul style="list-style-type: none"> <li>(a) 與仲裁聲請書記載不同之相對人及其代理人之姓名／名稱、郵寄及電子郵件信箱地址、電話及傳真號碼。</li> <li>(b) 確認或否認全部或部分請求。</li> <li>(c) 就依本規則組成之仲裁庭管轄權之異議。</li> <li>(d) 就仲裁聲請書所請求救濟之回應。</li> <li>(e) 就仲裁聲請書內關於仲裁人之人數、適用法律、仲裁地、仲裁之語言或程序之陳述所提出之回應或相關意見。</li> <li>(f) 摘要說明反請求或抵銷抗辯之性質及事實，指明各反請求或抵銷抗辯所依據之仲裁協議，說明請求之救濟及請求之金額或價額。</li> <li>(g) 依第 28 條合併仲裁程序之聲請。</li> </ul> <p>2. 仲裁答辯書應使用當事人約定之仲裁語言。無約定時，仲裁答辯書應按本中心依第 7.2 條所通知就仲裁語言作成之初步決</p>

<p>or set-off defence, indicating the arbitration agreement under which each counterclaim or set-off defence is made, specifying the relief or remedy claimed and any quantification of the amount claimed; and</p> <p>(g) any request for consolidation of arbitrations under Article 28.</p> <p>2. The Answer to Notice of Arbitration shall use the language of arbitration as agreed by the parties. Absent such an agreement, the Answer to Notice of Arbitration shall use either Chinese or English in accordance with CAAI's notification of preliminary decision on language under Article 7.2.</p> <p>3. The Answer to Notice of Arbitration may also include the Statement of Defence in accordance with Article 22.</p> <p>4. When submitting the Answer to Notice of Arbitration and any accompanying documents to the Claimant, the Respondent shall simultaneously provide a copy to all parties, and notify CAAI the mode and date of such service.</p>	<p>定，使用中文或英文。</p> <p>3. 仲裁答辯書亦得包括第 22 條所定之仲裁答辯理由書。</p> <p>4. 相對人向聲請人提交仲裁答辯書及相關文件時，應同時副知全體當事人，並將送達方法及日期通知本中心。</p>
<p><b>Article 9: Multiple Contracts in Single Arbitration</b></p> <p>1. A party may commence a single arbitration for disputes arising out of or in connection with more than one contract, by submitting a single Notice of Arbitration to CAAI in accordance with Article 7.</p>	<p><b>第九條（複數契約之單一仲裁程序）</b></p> <p>1. 當事人得依第 7 條之規定，就因複數契約而生或與之相關之爭議，向本中心提交單一仲裁聲請書，合併提起單一仲裁程序。</p> <p>此等仲裁聲請書應包括聲明，說明涉及爭議之各契約及仲裁協議，並述明其聲請已符合第 9.2 條之規定。</p>

<p>Such Notice of Arbitration shall also include a statement identifying each of the contracts and arbitration agreements invoked, as well as a description of how the criteria in Article 9.2 are satisfied.</p> <p>2. CAAI may decide to proceed with a single arbitration that it considers proper and appropriate if:</p> <ul style="list-style-type: none"> <li>(a) the parties have agreed to the single arbitration; or</li> <li>(b) the claims in the arbitration are made under the same arbitration agreement; or</li> <li>(c) the claims in the arbitration are made under multiple but compatible arbitration agreements between the same or related parties, which involve common questions of law or fact, and the remedy or relief claimed arises out of the same transaction or series of transactions.</li> </ul> <p>3. If CAAI decides not to proceed with a single arbitration, any party may subsequently submit separate Notices of Arbitration for each of the multiple contracts and apply to consolidate some of the arbitrations under Article 28.</p>	<p>2. 有下列各款情形之一，且本中心認為適當且合宜者，本中心得決定進行單一仲裁程序：</p> <ul style="list-style-type: none"> <li>(a) 當事人同意進行單一仲裁程序。</li> <li>(b) 仲裁之請求係依相同仲裁協議提出。</li> <li>(c) 仲裁請求係源自相同或相關當事人間之複數且相容之仲裁協議，涉及共同之法律或事實問題，且請求之救濟係因相同或相同系列交易所生。</li> </ul> <p>3. 如本中心決定不進行單一仲裁程序時，當事人嗣後得另就各份契約提交各別仲裁聲請書，並聲請依第 28 條之規定將部分仲裁程序合併。</p>
<p><b>Article 10: Number of Arbitrators</b></p> <p>The Tribunal shall consist of three arbitrators, unless the parties agree otherwise.</p>	<p><b>第十條（仲裁人人數）</b></p> <p>除當事人另有約定外，仲裁庭應由三名仲裁人組成。</p>

<p><b>Article 11: Appointment of Sole Arbitrator</b></p> <ol style="list-style-type: none"> <li>1. If a sole arbitrator is to be appointed, the parties, including any multiple Claimants and multiple Respondents, shall jointly appoint the sole arbitrator within 30 days from the date when the Respondent receives the Notice of Arbitration, and they shall provide written evidence of their agreement on such appointment to CAAI, unless the parties agree otherwise.</li> <li>2. If the parties do not appoint the sole arbitrator within the required time limit, CAAI shall appoint the sole arbitrator.</li> </ol>	<p><b>第十一條（獨任仲裁人之選定）</b></p> <ol style="list-style-type: none"> <li>1. 就獨任仲裁人之選定，除當事人（包括多名聲請人及多名相對人）另有約定外，當事人應自仲裁聲請書送達相對人之日起 30 日內共同選定獨任仲裁人，並將書面選定協議提供本中心。</li> <li>2. 如當事人未於規定期限內選定獨任仲裁人，本中心將選定獨任仲裁人。</li> </ol>
<p><b>Article 12: Appointment of Three Arbitrators</b></p> <ol style="list-style-type: none"> <li>1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. If a party does not notify the other party of its appointed arbitrator within 30 days after receiving the other party's notification of arbitrator appointment, that other party may request CAAI to appoint the second arbitrator.</li> <li>2. The two appointed arbitrators shall choose a third arbitrator to act as the presiding arbitrator. Failing such appointment within 30 days from the second arbitrator's appointment, CAAI shall appoint the third and presiding arbitrator.</li> <li>3. If there are more than two parties to the arbitration, any multiple Claimants shall jointly appoint one arbitrator and any multiple Respondents shall jointly appoint</li> </ol>	<p><b>第十二條（三名仲裁人之選定）</b></p> <ol style="list-style-type: none"> <li>1. 如應選定三名仲裁人時，各當事人應選定一名仲裁人。 一方當事人未於他方當事人之仲裁人選定通知送達之日起 30 日內，通知他方當事人其仲裁人選時，該他方當事人得聲請本中心選定第二名仲裁人。</li> <li>2. 依前項選定之二名仲裁人，應選定第三名仲裁人擔任仲裁庭之主任仲裁人。 如未於第二名仲裁人選定之日起 30 日內選定第三名仲裁人時，由本中心選定第三名仲裁人擔任仲裁庭之主任仲裁人。</li> <li>3. 仲裁有兩名以上當事人時，除當事人另有約定外，多名聲請人或多名相對人應於本中心所定期限內分別共同選定一名仲</li> </ol>

<p>the other arbitrator within the time limit required by CAAI, unless the parties agree otherwise.</p> <p>Failing such appointments, CAAI shall appoint the arbitrator(s).</p>	<p>裁人。</p> <p>未完成仲裁人之選定時，由本中心選定仲裁人。</p>
<p><b>Article 13: Confirmation and Appointment of Arbitrators</b></p> <ol style="list-style-type: none"> <li>1. All appointments of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by CAAI, upon which the appointments shall become effective.</li> <li>2. When confirming or appointing arbitrators, CAAI shall consider any qualifications agreed by the parties, as well as any disclosures by prospective arbitrators concerning impartiality or independence.</li> <li>3. CAAI shall appoint the arbitrator(s) in the event of any non-confirmation.</li> </ol>	<p><b>第十三條（仲裁人之確認及選定）</b></p> <ol style="list-style-type: none"> <li>1. 任何仲裁人之選定，不論係由當事人或仲裁人所為，均須經本中心確認始得生效。</li> <li>2. 本中心於確認或選定仲裁人時，應考量當事人所約定之任何資格，以及該仲裁人選對其公正性或獨立性之任何聲明。</li> <li>3. 於本中心不予確認之情形，由本中心選定該仲裁人。</li> </ol>
<p><b>Article 14: Qualifications of Arbitrators and Disclosure</b></p> <ol style="list-style-type: none"> <li>1. Any arbitrator shall be impartial and independent at all times, and shall not act as advocate for any party.</li> <li>2. Before confirmation of appointment, a prospective arbitrator shall disclose in writing to all parties and CAAI any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence.</li> </ol> <p>Upon confirmation of appointment and throughout the arbitration, an arbitrator</p>	<p><b>第十四條（仲裁人資格及聲明書）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁人應始終保持公正及獨立，且應避免為任何當事人代言。</li> <li>2. 仲裁人人選於選定確認前，應就任何可能導致對其公正性或獨立性產生合理懷疑之情形，以書面告知全體當事人及本中心。</li> </ol> <p>於選定確認至仲裁結束前，仲裁人如發現可能導致對其公正性或獨立性產生合理懷疑之情形，除先前已告知該情形者外，</p>

<p>shall promptly disclose in writing to all parties and CAAI any such circumstances, unless he or she has already informed them of such circumstances.</p> <p>3. A party who does not challenge the arbitrator in accordance with Article 16 within 30 days after receiving the arbitrator's disclosure is deemed to have waived any potential challenge based on such disclosure.</p>	<p>應儘速以書面告知全體當事人及本中心。</p> <p>3. 當事人未於仲裁人聲明書送達之日起 30 日內依第 16 條之規定對仲裁人提出迴避聲請者，視為放棄就此等告知情形提出迴避聲請。</p>
<p><b>Article 15: <i>Ex parte</i> Communication</b></p> <p>1. All parties and their representatives shall not have any <i>ex parte</i> communication relating to the arbitration with any arbitrator or prospective arbitrator, except to:</p> <ul style="list-style-type: none"> <li>(a) advise the prospective arbitrator of the general nature of the dispute and the anticipated proceedings;</li> <li>(b) discuss the prospective arbitrator's qualifications, availability, impartiality and independence in relation to the parties; and</li> <li>(c) discuss the suitability of the prospective presiding arbitrator where the parties or party-appointed arbitrators will participate in that arbitrator's appointment.</li> </ul> <p>2. All parties and their representatives shall not have any <i>ex parte</i> communication relating to the arbitration with any prospective presiding arbitrator.</p>	<p><b>第十五條（單方接觸）</b></p> <p>1. 除下列各款情形外，全體當事人及其代理人不得就仲裁相關事宜，與任何仲裁人或仲裁人人選進行單方接觸：</p> <ul style="list-style-type: none"> <li>(a) 告知仲裁人人選關於爭議之大概性質及預期之程序。</li> <li>(b) 討論仲裁人人選之資格、餘裕、公正性及超然於當事人之獨立性。</li> <li>(c) 如當事人或當事人選定之仲裁人將參與主任仲裁人之選定時，討論主任仲裁人人選之適合與否。</li> </ul> <p>2. 全體當事人及其代理人不得就仲裁相關事宜，與任何主任仲裁人人選有單方接觸。</p>

## Article 16: Challenge of Arbitrators

1. Any arbitrator may be challenged if:
    - (a) circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence;
    - (b) the arbitrator does not possess any requisite qualifications as agreed by the parties; or
    - (c) the arbitrator becomes *de jure* or *de facto* unable to perform his or her functions.

A party may challenge the arbitrator appointed by it only for reasons of which he or she becomes aware after such arbitrator has been appointed.
  2. A party who intends to challenge an arbitrator shall, within 30 days after being notified of that arbitrator's appointment or becoming aware of the circumstances giving rise to a challenge, submit a Notice of Challenge to CAAI with a copy to all other parties, the challenged arbitrator and any other arbitrator.
- The Notice of Challenge shall be in writing and shall state the reasons for the challenge.
3. After receiving the Notice of Challenge, the challenged arbitrator may resign or withdraw, or the other parties may agree to the challenge. No acceptance of the validity of any grounds for the challenge shall be implied in either case.
- In both cases, a substitute arbitrator shall be appointed pursuant to the procedures

## 第十六條（聲請仲裁人迴避）

1. 仲裁人有下列各款情形之一者，當事人得聲請其迴避：
    - (a) 存有對仲裁人公正性或獨立性產生合理懷疑之情形。
    - (b) 仲裁人不具有當事人所約定應具備之資格。
    - (c) 仲裁人於法律上或事實上無法履行其職責。

當事人對其選定之仲裁人僅得以選定後始知悉之迴避原因，提出迴避聲請。
  2. 意圖對仲裁人提出迴避聲請之當事人，應於受通知該仲裁人之選定或知悉迴避情形之日起 30 日內，向本中心提交迴避聲請書，並同時副知其他全體當事人、被聲請迴避之仲裁人及其他仲裁人。
- 迴避聲請書應以書面為之，並應說明聲請迴避之原因。
3. 被聲請迴避之仲裁人於收到迴避聲請書後，得辭任或自行迴避，他方當事人亦得就該迴避聲請予以同意。無論其中何種情況，均不得解為承認迴避之理由成立。
- 於此二種情形，應依該被聲請迴避仲裁人之選定程序，選定替任仲裁人。替任仲裁人之選定期限，應自本中心收到當事人對該迴避聲請之同意或被聲請迴避之仲裁人辭任或自行迴避之日起算。
4. 如於迴避聲請書送達之日起 15 日內，他方當事人就該迴避聲

<p>applicable to the challenged arbitrator's appointment. The time limit for the substitute arbitrator's appointment shall commence on the date when CAAI receives the parties' agreement to the challenge or the challenged arbitrator's resignation or withdrawal.</p> <p>4. If the other parties do not agree to the challenge or the challenged arbitrator does not resign or withdraw within 15 days of receiving the Notice of Challenge, CAAI shall decide on the challenge.</p> <p>Pending CAAI's decision on the challenge, the Tribunal, including the challenged arbitrator, may continue the arbitration, unless CAAI orders a suspension of the arbitration.</p> <p>5. If CAAI sustains the challenge, a substitute arbitrator shall be appointed pursuant to the procedures applicable to the challenged arbitrator's appointment.</p> <p>The time limit for the substitute arbitrator's appointment shall commence on the date when CAAI notifies the parties of its decision on the challenge.</p> <p>6. If CAAI rejects the challenge, any suspension of the arbitration ordered by CAAI shall cease and the Tribunal shall proceed with the arbitration.</p> <p>7. The party submitting a Notice of Challenge shall pay a challenge fee of USD 6,000.00 to CAAI for each of CAAI's decision on the challenge made.</p>	<p>請未予同意，且被聲請迴避之仲裁人不願辭任時，本中心應就該迴避聲請作出決定。</p> <p>除本中心決定暫停仲裁外，於本中心就該迴避聲請作出決定前，仲裁庭（包括被聲請迴避之仲裁人）得繼續仲裁。</p> <p>5. 如本中心核准該迴避聲請時，應依該被聲請迴避仲裁人之選定程序，選定替任仲裁人。</p> <p>替任仲裁人之選定期限，應自本中心對該迴避聲請所作之決定通知當事人之日起算。</p> <p>6. 如本中心駁回迴避聲請，本中心就仲裁程序所為之任何暫停決定即告終止，仲裁庭應繼續仲裁。</p> <p>7. 提交迴避聲請書之當事人應就本中心每次對迴避聲請所下決定，向本中心繳付美金 6,000.00 元之迴避聲請費。</p>
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<p><b>Article 17: Replacement of Arbitrators</b></p> <ol style="list-style-type: none"> <li>1. In the event of an arbitrator's death, resignation, withdrawal or removal during the arbitration, a substitute arbitrator shall be appointed pursuant to the procedures applicable to the appointment of the arbitrator being replaced.</li> <li>2. If an arbitrator is replaced, the arbitration shall resume at the stage where the arbitrator was replaced or ceased to perform his or her functions, unless the Tribunal decides otherwise after consulting with the parties.</li> </ol>	<p><b>第十七條（仲裁人之替換）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁人於仲裁期間死亡、辭任、自行迴避或被撤換時，應依該被替換仲裁人之選定程序，選定替任仲裁人。</li> <li>2. 仲裁人經替換後，除仲裁庭與當事人商議後另有決定外，仲裁應自該仲裁人經替換或停止履行其職務時續行。</li> </ol>
<p><b>Article 18: Jurisdiction of Tribunal</b></p> <ol style="list-style-type: none"> <li>1. Before the Tribunal is constituted, if any party objects to the existence, validity, effectiveness, scope or termination of an arbitration agreement or to CAAI's competence to administer the arbitration, CAAI may decide whether and to what extent the arbitration can proceed, and such decision is without prejudice to the admissibility or merits of the objection. The arbitration shall proceed if and to the extent that CAAI is <i>prima facie</i> satisfied that an arbitration agreement may exist under the Rules.</li> <li>2. After the Tribunal is constituted, the Tribunal may rule on its own jurisdiction, including but not limited to, counterclaim, set-off defence, any objections to the existence, validity, effectiveness, scope or termination of an arbitration agreement.</li> <li>3. The Tribunal may determine the existence or validity of the contract of which an</li> </ol>	<p><b>第十八條（仲裁庭之管轄權）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁庭組成前，如當事人就仲裁協議之存續、效力、有效性、範圍或終止，或就本中心之仲裁管理權限提出異議時，本中心得決定是否進行仲裁程序及其進行之範圍，且此決定不影響該異議得否受理或實體上是否成立。 如本中心依據表面證據，認定仲裁協議依本規則可能存續，仲裁程序應繼續進行。</li> <li>2. 仲裁庭於組成後，有權決定自身之管轄權，包括但不限於：反請求、抵銷抗辯、就仲裁協議之存續、效力、有效性、範圍或終止提出之任何異議。</li> <li>3. 仲裁庭得決定包含仲裁條款在內之契約是否存續或是否有效。</li> </ol>

<p>arbitration clause forms a part.</p> <p>For the purposes of this Article, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract.</p> <p>The Tribunal's decision that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.</p> <p>4. Any objection to the Tribunal's jurisdiction shall be raised before or in the Statement of Defence or Reply to Counterclaim, unless the Tribunal considers the delay justified in the circumstances.</p> <p>The fact that a party has appointed, or participated in the appointment of, an arbitrator, does not preclude that party from raising such an objection.</p> <p>5. The Tribunal may decide an objection concerning its jurisdiction either as a preliminary question or in an award on the merits.</p> <p>6. Pending any challenge to its jurisdiction before a court or other competent authority, the Tribunal may continue the arbitration.</p>	<p>就本條規定而言，契約中之仲裁條款，應視為與該契約其他條款獨立之協議。</p> <p>仲裁庭認定某契約無效，並不當然導致仲裁條款無效。</p> <p>4. 對仲裁庭管轄權之異議，應於仲裁答辯理由書或反請求答辯書提出前或於該書面內提出之。但仲裁庭按其情況認為遲延有正當理由者，不在此限。</p> <p>當事人選定或參與選定仲裁人之事實，不妨礙其提出此異議。</p> <p>5. 仲裁庭就對其管轄權之異議，得以先決性問題作出裁斷或於實體爭議作出判斷。</p> <p>6. 對仲裁庭管轄權之異議提交於繫屬法院或其他主管機關期中，仲裁庭仍得繼續仲裁。</p>
<p><b>Article 19: Seat of Arbitration</b></p> <p>1. The parties may agree on the Seat of Arbitration.</p> <p>Absent such an agreement, the Seat of Arbitration shall be Hong Kong, unless the Tribunal determines that another seat is more appropriate in the circumstances after consulting with the parties.</p>	<p><b>第十九條（仲裁地）</b></p> <p>1. 當事人得約定仲裁地。</p> <p>當事人無約定時，應以香港為仲裁地，但仲裁庭經與當事人商議後，認定其他仲裁地更為合適者，不在此限。</p> <p>2. 仲裁庭得按其考量，於仲裁地以外之任何適合地點，以任何適</p>

<p>2. The Tribunal may hold hearings and meetings at any location outside the Seat of Arbitration and by any means that it considers appropriate.</p> <p>3. Any award shall be deemed to have been made at the Seat of Arbitration.</p>	<p>合方式召開詢問會及會議。</p> <p>3. 任何仲裁判斷應視為於仲裁地作成。</p>
<p><b>Article 20: Language of Arbitration</b></p> <p>1. The parties may agree on the language of the arbitration. Absent such an agreement, the language of the arbitration shall be either Chinese or English in accordance with CAAI's notification of preliminary decision on language under Article 7.2, unless the Tribunal determines that another language(s) is more appropriate in the circumstances after consulting with the parties.</p> <p>2. The language of the arbitration shall apply to any written submissions, including Statement of Claim, Statement of Defence, any amendment and supplement, and any hearings, as well as to any awards, decisions or other written communications made by the Tribunal.</p> <p>3. For any submissions using a language different from the language of the arbitration, the Tribunal, or CAAI if before the Tribunal's constitution, may require translation in a form to be determined by the Tribunal or CAAI.</p>	<p><b>第二十條（仲裁語言）</b></p> <p>1. 當事人得約定仲裁語言。 如無約定，仲裁語言應依本中心依第 7.2 條規定所作初步決定之通知，採用中文或英文，但仲裁庭經與當事人商議後，認定其他語言於該情況更為合適者，不在此限。</p> <p>2. 仲裁語言適用於任何書狀，包括仲裁請求理由書、仲裁答辯理由書、修正及補充，詢問會，以及仲裁庭作出之判斷、裁斷或其他書面通訊。</p> <p>3. 採用仲裁語言以外語言之任何陳述，仲裁庭或本中心於仲裁庭組成前，得要求依其指定之格式提出譯文。</p>

<p><b>Article 21: Statement of Claim</b></p> <ol style="list-style-type: none"> <li>1. Unless contained in its Notice of Arbitration, the Claimant shall submit a Statement of Claim to the Tribunal and all other parties within the time limit to be determined by the Tribunal.</li> <li>2. The Statement of Claim shall include the following items: <ol style="list-style-type: none"> <li>(a) a statement of the facts supporting the claim;</li> <li>(b) the points at issue;</li> <li>(c) the legal grounds or arguments supporting the claim;</li> <li>(d) the relief or remedy claimed and any quantification of amount;</li> <li>(e) the parties' names and contact details including postal and email addresses, telephone and facsimile numbers; and</li> <li>(f) all accompanying documents which the Claimant relies on.</li> </ol> </li> <li>3. The requirements in this Article are subject to any change that the Tribunal considers appropriate.</li> </ol>	<p><b>第二十一條（仲裁請求理由書）</b></p> <ol style="list-style-type: none"> <li>1. 聲請人應於仲裁庭所定期限內，向仲裁庭及其他全體當事人提交仲裁請求理由書，但已包括於仲裁聲請書者，不在此限。</li> <li>2. 仲裁請求理由書應包括下列各款事項： <ol style="list-style-type: none"> <li>(a) 支持請求之事實陳述。</li> <li>(b) 爭議事項。</li> <li>(c) 支持其請求之法律依據或論據。</li> <li>(d) 請求之救濟及其金額或價額。</li> <li>(e) 當事人之姓名／名稱及聯絡資料，包括郵寄及電子郵件信箱地址、電話及傳真號碼。</li> <li>(f) 聲請人依據之全部相關文件。</li> </ol> </li> <li>3. 本條之規定得由仲裁庭依其認為適當之情況予以更動。</li> </ol>
<p><b>Article 22: Statement of Defence</b></p> <ol style="list-style-type: none"> <li>1. Unless contained in its Answer to Notice of Arbitration, the Respondent shall submit a Statement of Defence to the Tribunal and all other parties within the time limit to be determined by the Tribunal.</li> <li>2. The Statement of Defence should respond to the items in the Statement of Claim as</li> </ol>	<p><b>第二十二條（仲裁答辯理由書）</b></p> <ol style="list-style-type: none"> <li>1. 相對人應於仲裁庭所定期限內，向仲裁庭及其他全體當事人提交仲裁答辯理由書，但已包括於仲裁答辯書者，不在此限。</li> <li>2. 仲裁答辯理由書應回覆第 21.2 條規定所列仲裁請求理由書之各款事項。</li> </ol>

<p>required by Article 21.2.</p> <p>3. The Statement of Defence shall also contain the factual and legal grounds for any objection to the Tribunal's jurisdiction or constitution.</p> <p>4. If the Respondent makes or has made a counterclaim or set-off defence, the Statement of Defence shall also include the following items:</p> <ul style="list-style-type: none"> <li>(a) a statement of the facts supporting the counterclaim or set-off defence;</li> <li>(b) the points at issue;</li> <li>(c) the legal grounds or arguments supporting the counterclaim or set-off defence;</li> <li>(d) the relief or remedy claimed and any quantification of amount; and</li> <li>(e) all accompanying documents which the Respondent relies on.</li> </ul> <p>5. The requirements in this Article are subject to any change that the Tribunal considers appropriate.</p>	<p>3. 仲裁答辯理由書亦應記載對仲裁庭之管轄權或組成所提任何異議之事實及法律依據。</p> <p>4. 如相對人提出反請求或抵銷抗辯，仲裁答辯理由書亦應包括以下各款事項：</p> <ul style="list-style-type: none"> <li>(a) 支持反請求或抵銷抗辯之事實陳述。</li> <li>(b) 爭議事項。</li> <li>(c) 支持反請求或抵銷抗辯之法律依據或論據。</li> <li>(d) 請求之救濟及其金額或價額。</li> <li>(e) 相對人依據之全部相關文件。</li> </ul> <p>5. 本條之規定得由仲裁庭依其認為適當之情況予以更動。</p>
<p><b>Article 23: Amendment or Supplement</b></p> <p>1. Any party may amend or supplement its claim or defence during the arbitration, unless the Tribunal considers such amendment or supplement inappropriate in the circumstances.</p> <p>2. The Tribunal may require any further written submissions from the parties and shall determine the time limits for such submissions.</p>	<p><b>第二十三條（修正或補充）</b></p> <p>1. 除仲裁庭認為依當時情況並不合適外，當事人得於仲裁期間修正或補充其請求或答辯。</p> <p>2. 仲裁庭得要求當事人提交進一步書狀，並訂定其提交期限。</p>

#### Article 24: Evidence and Hearings

1. The Tribunal has the power to determine the admissibility, relevance, materiality and weight of any evidence, including whether to apply strict rules of evidence.  
The Tribunal may admit or exclude any documents, exhibits or other evidence.
2. The Tribunal may allow or require any party to produce documents, exhibits or other evidence that the Tribunal determines to be relevant to the case and material to its outcome.  
The Tribunal shall give all parties reasonable advance notice in writing of any hearing or meeting for the purposes of inspecting documents, goods, other property or evidence.
3. Unless the parties agree otherwise, the Tribunal shall decide whether to hold hearings for the presentation of evidence or oral argument, or whether the arbitration shall be conducted on the basis of documents and written submissions only.  
The Tribunal may hold such hearings at appropriate stages of the arbitration upon any party's request or on its own initiative.
4. Any expert, whether appointed by the parties or the Tribunal, shall be a natural person or represented by natural person(s).
5. Witnesses who are presented by the parties to testify to the Tribunal on any issues of fact may be any individual, even if that individual is a party to the arbitration or in any way related to a party.

#### 第二十四條（證據及詢問會）

1. 仲裁庭有權決定證據之可採信性、關聯性、重要性及證明力，包括決定是否適用嚴格之證據法則。  
仲裁庭得接受或拒絕接受任何文件、附件或其他證據。
2. 仲裁庭得允許或要求當事人提示仲裁庭認為與案件相關並對案件結果有重要影響之文件、附件或其他證據。  
仲裁庭召開詢問會或會議以檢查文件、物品、其他財產或證據時，應於合理時間事先書面通知全體當事人。
3. 除當事人另有約定外，仲裁庭應決定是否召開詢問會以提示證據或行言詞辯論，或是否僅以文件及書狀為基礎進行審理。  
仲裁庭得於仲裁程序之適當階段依當事人之聲請或依職權召開詢問會。
4. 專家不論由當事人或仲裁庭選定，均應為自然人或由自然人代表。
5. 任何人縱係仲裁之當事人或與當事人有所關連，得經當事人要求以證人身份出庭，就任何事實問題向仲裁庭作證。  
如證人或專家將出庭作證，當事人應於各方約定或仲裁庭所定期限內，將擬邀出庭之證人或專家之姓名及地址、作證事項及其使用之語言，通知仲裁庭及其他全體當事人。
6. 仲裁庭得決定證人或專家接受詰問之順序及方式。

<p>If any witnesses or experts are to be heard, a party shall notify the Tribunal and all other parties the names and addresses of the witnesses or experts it intends to present, the subject upon and the language in which such witnesses or experts will give their testimony, within the time limit agreed by the parties or determined by the Tribunal.</p> <p>6. The Tribunal may determine the order and manner in which witnesses or experts are questioned.</p> <p>7. The Tribunal may require the retirement of any witness who is not a party to the arbitration during the testimony of other witnesses.</p> <p>8. Hearings shall be held in private unless the parties agree otherwise.</p>	<p>7. 仲裁庭得於其他證人作證期間，要求任何非仲裁當事人之證人離席。</p> <p>8. 除當事人另有約定外，詢問會不公開進行。</p>
<p><b>Article 25: Tribunal's Appointment of Experts</b></p> <p>1. Unless the parties agree otherwise, the Tribunal may:</p> <p>(a) appoint one or more experts on specific issues; and</p> <p>(b) require any party to produce or provide such experts with access to any relevant documents, goods or property for inspection.</p> <p>The Tribunal shall establish terms of reference for the Tribunal-appointed expert, and shall provide a copy of such terms of reference to all parties and CAAI.</p>	<p><b>第二十五條（仲裁庭選定之專家）</b></p> <p>1. 除當事人另有約定外，仲裁庭得：</p> <p>(a) 就特定問題選定一名或多名專家。</p> <p>(b) 要求當事人將相關文件、物品或財產提示或提供予此等專家進行檢查。</p> <p>仲裁庭應為其選定之專家訂定審理範圍書，並應副知全體當事人及本中心。</p> <p>2. 由仲裁庭選定之專家應於接受選定前，向仲裁庭、全體當事人及本中心提交聲明，說明其資格、公正性及獨立性。</p>

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

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

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

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

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

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

當事人得於仲裁庭所定期限內，就專家之資格、公正性或獨立性提出異議，仲裁庭應儘速決定是否接受該異議。

專家經選定後，當事人僅能基於選定專家後始知悉之原因，對專家之資格、公正性或獨立性提出異議。仲裁庭應儘速決定是否接受該異議或採取其他措施。

3. 仲裁庭選定之專家應向仲裁庭及全體當事人提交一份書面報告（以下稱「專家書面報告」）。

仲裁庭得請當事人就該報告提交書面意見。

4. 仲裁庭向全體當事人提供專家書面報告後，如經當事人聲請，仲裁庭所選定之專家應出席詢問會，當事人均得對專家詰問，並得由其他專家出庭就爭議事項作證。

#### Article 26: Interim Measures

1. Before the Tribunal's constitution, a party may apply to an Emergency Arbitrator for Emergency Measures under Schedule 1, unless the parties agree otherwise.
2. After the Tribunal's constitution, a party may apply to the Tribunal for Interim Measures under this Article, unless the parties agree otherwise.
3. The Tribunal may grant Interim Measures in an order or another form at any time before issuing the final award. For example and without limitation, Interim Measures may require a party to:
  - (a) maintain or restore the status quo pending determination of the dispute;
  - (b) take action that would prevent, or refrain from taking action that is likely to cause current or imminent harm or prejudice to the arbitral process;
  - (c) provide means of preserving assets out of which a subsequent award may be satisfied; or
  - (d) preserve evidence that may be relevant and material to the determination of the dispute.
4. When deciding a party's request for Interim Measures, the Tribunal shall consider the following:
  - (a) whether harm that is irreparable or cannot be adequately compensated is likely to result if the measure is not granted;
  - (b) whether such harm substantially outweighs the harm that is likely to result to

#### 第二十六條（臨時措施）

1. 除當事人另有約定外，當事人於仲裁庭組成前，得依附件 1 之規定向緊急仲裁人聲請緊急措施。
2. 除當事人另有約定外，當事人於仲裁庭組成後，得依本條之規定向仲裁庭聲請臨時措施。
3. 仲裁庭得於下最終判斷前隨時以裁斷或其他形式核准臨時措施。臨時措施得要求當事人為包括下列各款之行為：
  - (a) 於爭議解決前維持或回復現狀。
  - (b) 採取防止仲裁程序現時或即將發生之傷害或損害之措施，或禁止從事可能導致此等傷害或損害之行為。
  - (c) 保全財產之方法，以確保得執行嗣後所作之判斷。
  - (d) 保全與裁決爭議相關且重要之證據。
4. 於決定任一當事人之臨時措施聲請時，仲裁庭應考量下列各款事項：
  - (a) 不核准臨時措施，是否可能導致無法回復或無法充分補償之損害。
  - (b) 此等損害是否遠超過如核准臨時措施對於受措施影響之當事人可能造成之損害。
  - (c) 提出聲請之當事人實體上是否有贏得仲裁之合理可能性，但對此可能性之裁斷不應影響仲裁庭作成後續認定之裁

<p>the party affected by the measure if the measure is granted; and</p> <p>(c) whether there is a reasonable possibility that the requesting party will succeed on the merits, provided that any determination on such possibility shall not affect the Tribunal's discretion in making any subsequent determination.</p> <p>5. The Tribunal may require the requesting party to provide appropriate security in connection with the measure.</p> <p>6. The Tribunal may require any party to promptly disclose any material change in the circumstances based on which the measure was requested or granted.</p> <p>7. The Tribunal may modify, suspend or terminate any measure it has granted upon any party's request, or on the Tribunal's own initiative with advance notice to the parties in exceptional circumstances.</p> <p>8. The requesting party may be liable for any costs or damages caused by the measure to any party if the Tribunal later determines that the measure should not have been granted in the circumstances then prevailing. The Tribunal may award such costs or damages at any time during the arbitration.</p> <p>9. A party may apply to a court or other competent authority for:</p> <p>(a) relief similar to Emergency Measures before the Tribunal's constitution;</p> <p>(b) relief similar to Interim Measures after the Tribunal's constitution in exceptional circumstances; or</p>	<p>量。</p> <p>5. 仲裁庭得要求提出臨時措施聲請之當事人提供與措施相應之適當擔保。</p> <p>6. 聲請或核准臨時措施所依據之情況，日後發生之任何重大變化，仲裁庭得要求當事人儘速告知。</p> <p>7. 如經當事人聲請，仲裁庭得變更、暫停或終止其核准之臨時措施；仲裁庭亦得於特殊情形，提前通知全體當事人，依職權為變更、暫停或終止。</p> <p>8. 如仲裁庭嗣後認定，當時情況本不應核准臨時措施時，則提出臨時措施聲請之當事人可能須就臨時措施致當事人蒙受之費用及損害負責。仲裁庭得於仲裁程序中，隨時就此類費用及損害賠償為判斷。</p> <p>9. 當事人得向法院或其他主管機關就下列各款事項提出聲請：</p> <p>(a) 於仲裁庭組成前，與緊急措施類似之救濟。</p> <p>(b) 於仲裁庭組成後之特殊情況，與臨時措施類似之救濟。</p> <p>(c) 執行緊急仲裁人依附件 1 之規定核准之任何緊急措施，或執行仲裁庭依第 26 條之規定核准之任何臨時措施。</p> <p>前述聲請不得視為違反或放棄仲裁協議，亦不影響仲裁庭之相關權限。</p> <p>提出聲請之當事人應將其聲請儘速以書面告知其他全體當事</p>
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<p>(c) the implementation of any Emergency Measures granted by Emergency Arbitrator under Schedule 1 or any Interim Measures granted by the Tribunal under Article 26.</p> <p>These applications shall not be deemed an infringement or a waiver of the arbitration agreement, and they shall not affect the relevant powers reserved to the Tribunal.</p> <p>The party making any of these applications shall promptly notify all other parties, CAAI, the Tribunal or Emergency Arbitrator of such application in writing.</p>	<p>人、本中心、仲裁庭或緊急仲裁人。</p>
<p><b>Article 27: Joinder of Additional Party</b></p> <ol style="list-style-type: none"> <li>The Tribunal may join one or more parties (“Additional Party”) to an arbitration if: <ol style="list-style-type: none"> <li>the Additional Party is bound by an arbitration agreement giving rise to the arbitration under the Rules; or</li> <li>all existing parties and the Additional Party have consented to the joinder of the Additional Party.</li> </ol> </li> <li>The Tribunal’s decision on joinder is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.</li> <li>An existing party wishing to join an Additional Party, or a third party wishing to be joined as an Additional Party, may submit a Request for Joinder and pay a non-</li> </ol>	<p><b>第二十七條（追加當事人）</b></p> <ol style="list-style-type: none"> <li>具下列各款情形之一者，仲裁庭得就仲裁程序追加一名或多名當事人（以下稱「追加當事人」）： <ol style="list-style-type: none"> <li>追加當事人受依本規則進行仲裁程序所據仲裁協議之拘束。</li> <li>所有既有當事人及追加當事人一致同意追加當事人。</li> </ol> </li> <li>仲裁庭所為追加當事人之裁斷，不影響其嗣後對此裁斷所引發之任何管轄權問題作出裁斷或判斷之權限。</li> <li>有意新增追加當事人之既有當事人，或有意加入、成為追加當事人之第三人，得提交追加聲請書並向本中心繳付費用美金 2,500.00 元，且概不退費。追加聲請書應包括下列各款事項：</li> </ol>

refundable fee of USD 2,500.00 to CAAI. The Request for Joinder shall include the following items:

- (a) case reference of the existing arbitration;
- (b) the names, postal and email addresses, telephone and facsimile numbers of the parties including the Additional Party;
- (c) a request that the Additional Party be joined to the arbitration, with supporting statement of facts and legal arguments;
- (d) a reference to, and a copy of, the contract(s) or other legal instrument(s) out of which or in relation to which the request arises;
- (e) the points at issue;
- (f) the relief or remedy claimed; and
- (g) confirmation that copies of the Request for Joinder and any accompanying documents have been or are being served simultaneously on all other parties and the Tribunal by the means of service specified in such confirmation.

4. Within 15 days of receiving the Request for Joinder, the other parties and/or the third party may submit an Answer to Request for Joinder to CAAI, which shall include the following items:

- (a) the names, postal and email addresses, telephone and facsimile numbers of the party and its representative that are different from the description in the Request for Joinder;

(a) 現有仲裁程序之案件編號。

(b) 當事人（包括追加當事人）之姓名／名稱、郵寄及電子郵件信箱地址、電話及傳真號碼。

(c) 於仲裁程序新增追加當事人之聲請及相關事實陳述及法律論據。

(d) 指出成立追加聲請或與其有關之一份或多份契約或其他法律文件並檢附影本。

(e) 爭議事項。

(f) 請求之救濟。

(g) 確認追加聲請書及其相關文件之副本，已經或正依此等確認所定之方式，同時向其他全體當事人及仲裁庭送達。

4. 追加聲請書送達之日起 15 日內，他方當事人、第三人或兩者，得向本中心提交追加聲請答辯書，並應包括以下各款事項：

(a) 與追加聲請書記載不同之當事人及其代理人之名稱／姓名、郵寄及電子郵件信箱地址、電話及傳真號碼。

(b) 就仲裁庭對追加當事人管轄權之異議。

(c) 對追加聲請書所請求救濟之回應。

(d) 對追加聲請書依第 27.3 條所定其他事項之意見。

(e) 對其他當事人提出之請求及其細節。

<p>(b) any objection to the Tribunal's jurisdiction over the Additional Party;</p> <p>(c) any response to the relief or remedy claimed in the Request for Joinder;</p> <p>(d) any comment in response to the other items in the Request for Joinder as required by Article 27.3;</p> <p>(e) the details of any claims against any other party; and</p> <p>(f) confirmation that copies of the Answer to Request for Joinder and any accompanying documents have been or are being served simultaneously on all other parties and the Tribunal by the means of service specified in such confirmation.</p> <p>5. An existing party or third party who does not submit an Answer to Request for Joinder within 15 days of receiving the Request for Joinder is deemed to have waived its right to object to, or comment on, the Request for Joinder.</p> <p>6. The Tribunal shall make a decision on joinder after considering the views of all parties, including the Additional Party to be joined.</p> <p>7. If CAAI receives a Request for Joinder before the Tribunal's constitution, CAAI may decide whether, <i>prima facie</i>, the Additional Party is bound by an arbitration agreement giving rise to the arbitration under the Rules, including any arbitrations consolidated under Article 28 or commenced under multiple contracts under Article 9.</p> <p>The other parties and/or third party may submit an Answer to Request for Joinder to CAAI in accordance with Article 27.4.</p>	<p>(f) 確認追加聲請答辯書及其相關文件之副本，已經或正依此等確認所定之方式，同時向其他全體當事人及仲裁庭送達。</p> <p>5. 既有當事人或第三人如未於收到追加聲請書之日起 15 日內提交追加聲請答辯書時，視為放棄對追加聲請書提出異議或意見之權利。</p> <p>6. 仲裁庭應於考量全體當事人(包括追加當事人)之意見後，作出准駁追加當事人之裁斷。</p> <p>7. 本中心於仲裁庭組成前收到追加聲請書時，本中心得依據表面證據決定追加當事人是否受依本規則進行仲裁之仲裁協議所拘束，包括任何依第 28 條合併之仲裁或依第 9 條基於複數契約而開始之仲裁。</p> <p>他方當事人、第三人或兩者，得依第 27.4 條規定向本中心提交追加聲請答辯書。</p> <p>本中心應於考量全體當事人(包括追加當事人)之意見後，作出准駁追加當事人之決定。</p> <p>8. 仲裁庭一經組成，應就本中心依第 27.7 條所作追加當事人決定所生有關管轄權之任何問題，作出裁斷。</p> <p>9. 決定在仲裁程序追加當事人時，就追加當事人之仲裁視為自本中心收到追加聲請書之日開始。</p>
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<p>CAAI shall make a decision on joinder after considering the views of all parties, including the Additional Party to be joined.</p> <p>8. The Tribunal, once constituted, shall decide any question as to its jurisdiction arising from CAAI's decision on joinder under Article 27.7.</p> <p>9. If an Additional Party is to be joined to the arbitration, the arbitration in respect of the Additional Party is deemed to commence on the date when CAAI receives the Request for Joinder.</p> <p>(a) If the Additional Party is joined to the arbitration before the Tribunal's constitution, all parties to the arbitration are deemed to have waived their right to appoint an arbitrator unless all parties agree on the arbitrators already appointed, and CAAI shall revoke the appointment of any arbitrator(s) appointed and appoint the arbitrator(s).</p> <p>(b) If the Additional Party is joined to the arbitration after the Tribunal's constitution, the Tribunal shall continue the arbitration.</p> <p>10. CAAI's revocation of an arbitrator's appointment under Article 27.9(a) is without prejudice to:</p> <p>(a) the validity of any act done or order made by the arbitrator before his or her appointment is revoked; and</p> <p>(b) the arbitrator's entitlement to the fees and expenses subject to the Rules.</p>	<p>(a) 追加當事人於仲裁庭組成前已加入仲裁程序時，除全體當事人均同意已選定之仲裁人外，視為全體仲裁當事人放棄選定仲裁人之權利，本中心將撤銷已選定之仲裁人並重新選定仲裁人。</p> <p>(b) 追加當事人於仲裁庭組成後加入仲裁程序時，仲裁庭應續行仲裁。</p> <p>10. 本中心依第 27.9(a)條之規定，撤銷仲裁人之選定，不影響下列各款事項：</p> <p>(a) 仲裁人於其選定被撤銷前所為之行為或所作成裁斷之效力。</p> <p>(b) 仲裁人依本規則收取報酬及費用之權利。</p> <p>11. 當事人於其得有效放棄之範圍內，就仲裁庭追加當事人之裁斷，對仲裁庭任何判斷之效力、執行或兩者，放棄提出任何異議之權利。</p> <p>12. 本中心收到追加聲請書後，得視情況調整仲裁庭之報酬。</p>
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<p>11. The parties waive any objection, on the basis of the Tribunal's decision to join an Additional Party to the arbitration, to the validity and/or enforcement of any award made by the Tribunal, in so far as such waiver can be made validly.</p> <p>12. CAAI may adjust the Tribunal's fees, where appropriate, after receiving a Request for Joinder.</p>	
<p><b>Article 28: Consolidation of Arbitrations</b></p> <p>1. Upon a party's request, CAAI may decide to consolidate two or more arbitrations pending under the Rules into a single arbitration that it considers proper and appropriate if:</p> <ul style="list-style-type: none"> <li>(a) the parties have agreed to the consolidation; or</li> <li>(b) the claims in the arbitrations are made under the same arbitration agreement; or</li> <li>(c) the claims in the arbitrations are made under multiple but compatible arbitration agreements between the same or related parties, which involve common questions of law or fact, and the remedy or relief claimed arises out of the same transaction or series of transactions.</li> </ul> <p>2. The requesting party shall submit a Request for Consolidation to CAAI together with payment of a non-refundable application fee of USD 2,500.00.</p> <p>3. The Request for Consolidation shall include the following items:</p>	<p><b>第二十八條（仲裁程序之合併）</b></p> <p>1. 經一方當事人聲請，具下列各款情形之一者，本中心對於依本規則進行中之複數仲裁程序，得決定合併為本中心認為適當且合宜之單一仲裁程序：</p> <ul style="list-style-type: none"> <li>(a) 當事人同意合併。</li> <li>(b) 仲裁之請求係依相同仲裁協議提出。</li> <li>(c) 仲裁請求係源自相同或相關當事人間之複數且相容之仲裁協議，涉及共同之法律或事實問題，且請求之救濟係由相同或相同系列交易所生。</li> </ul> <p>2. 提出合併仲裁程序聲請之當事人應向本中心提交合併聲請書並繳付美金 2,500.00 元之聲請費，且概不退費。</p> <p>3. 合併聲請書應包括下列各款事項：</p> <ul style="list-style-type: none"> <li>(a) 待合併之仲裁案件編號。</li> </ul>

<p>(a) case references of the arbitrations to be consolidated;</p> <p>(b) the names, postal and email addresses, telephone and facsimile numbers of all parties;</p> <p>(c) a description of why consolidation of the arbitrations would be proper and appropriate, taking into account the constitution of the Tribunal(s), the progress of the cases, or the cost effectiveness of a consolidated proceeding;</p> <p>(d) a reference to the contract(s) or other legal instrument(s) out of or in relation to which the claims arise;</p> <p>(e) whether the parties agree to the consolidation; and</p> <p>(f) confirmation that copies of the Request for Consolidation and any accompanying documents have been or are being served simultaneously on all other parties and the Tribunal(s) by the means of service specified in such confirmation.</p> <p>4. CAAI shall make a decision on consolidation after considering the views of all parties.</p> <p>5. Arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree otherwise.</p> <p>6. All parties shall jointly appoint the arbitrators for the consolidated arbitration within 15 days of being notified of CAAI's decision to consolidate.</p>	<p>(b) 全體當事人之姓名／名稱、郵寄及電子郵件信箱地址、電話及傳真號碼。</p> <p>(c) 經斟酌仲裁庭之組成、仲裁案件之進度或合併程序之成本效益，闡明何以仲裁合併係適當且合宜。</p> <p>(d) 指出成立合併請求或與其有關之一份或多份契約或其他法律文件。</p> <p>(e) 當事人是否同意合併。</p> <p>(f) 確認合併聲請書及相關文件之副本，已經或正依此等確認所定之方式，同時向其他全體當事人及仲裁庭送達。</p> <p>4. 本中心應於考量全體當事人之意見後對合併作出決定。</p> <p>5. 除全體當事人另有約定外，各仲裁程序應併入先開始之仲裁程序。</p> <p>6. 全體當事人應於收到本中心決定合併之通知之日起 15 日內共同選定合併仲裁之仲裁人。 未能完成上述選定時，本中心應撤銷任何已選定仲裁人之選定，並自行選定仲裁人；如仲裁庭係由三名仲裁人組成時，應選定其中一名為主任仲裁人。</p> <p>7. 本中心依第 28.6 條之規定，撤銷仲裁人之選定，不影響下列各款事項：</p>
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<p>Failing such appointment, CAAI shall revoke the appointment of any arbitrators appointed and appoint the arbitrators and, if the Tribunal is to consist of three arbitrators, designate one of them as the presiding arbitrator.</p> <p>7. CAAI's revocation of an arbitrator's appointment under Article 28.6 is without prejudice to:</p> <p>(a) the validity of any act done or order made by the arbitrator before his or her appointment is revoked, provided that the acts done or orders made by the Tribunals before the consolidation are consistent;</p> <p>(b) the arbitrator's entitlement to the fees and expenses subject to the Rules; and</p> <p>(c) the date when any claim or defence is raised for the purpose of applying any time limit or similar rule.</p> <p>8. The parties waive any objection, on the basis of CAAI's decision to consolidate, to the validity and/or enforcement of any award made by the Tribunal in the consolidated proceedings, in so far as such waiver can be made validly.</p>	<p>(a) 在仲裁庭於合併前所為行為或作出裁斷具有一致性之前提下，仲裁人於其選定被撤銷前所為之行為或所作成裁斷之效力。</p> <p>(b) 仲裁人依本規則收取報酬及費用之權利。</p> <p>(c) 基於計算期限或適用任何類似規則之目的，任何請求或答辯之提交日期。</p> <p>8. 當事人於其得有效放棄之範圍內，基於本中心作成之合併仲裁決定，對仲裁庭於合併程序中所作任何判斷之效力、執行或兩者，放棄提出任何異議之權利。</p>
<p><b>Article 29: Default</b></p> <p>1. The Tribunal may proceed with the arbitration and make an award on the basis of the evidence before it if any party, without sufficient cause, fails to:</p> <p>(a) provide the Statement of Defence or any other written submissions;</p> <p>(b) appear at hearings;</p>	<p><b>第二十九條（怠於行為）</b></p> <p>1. 如當事人無充分理由怠於完成下列各款事項之一時，仲裁庭得續行仲裁，並依據已提交仲裁庭之證據作出判斷：</p> <p>(a) 提供仲裁答辯理由書或其他書狀。</p> <p>(b) 出席詢問會。</p>

<p>(c) produce documentary or other evidence; or</p> <p>(d) otherwise present its case in accordance with the Rules or in the manner directed by the Tribunal.</p> <p>2. If the Claimant, without sufficient cause, fails to provide its Statement of Claim in accordance with the Rules or in the manner directed by the Tribunal, the Tribunal shall issue an order for terminating the arbitration, unless:</p> <p>(a) the parties agree otherwise;</p> <p>(b) any other party has brought a counterclaim or set-off defence and wishes the arbitration to continue; or</p> <p>(c) the Tribunal considers it appropriate to decide any related matters.</p>	<p>(c) 提示書證或其他證據。</p> <p>(d) 依本規則或仲裁庭指示之方式陳述案件。</p> <p>2. 如聲請人無充分理由未能依本規則或仲裁庭指示之方式提供仲裁請求理由書時，仲裁庭應下終止仲裁之裁斷，但符合下列各款情形之一者，不在此限：</p> <p>(a) 當事人另有約定。</p> <p>(b) 其他當事人已提出反請求或抵銷抗辯，並欲續行仲裁。</p> <p>(c) 仲裁庭認為就相關事宜作出裁斷，係屬適當。</p>
<p><b>Article 30: Closure of Proceedings</b></p> <p>1. Within six months from the date of its constitution, the Tribunal shall declare the proceedings closed and state the date of such closure in writing.</p> <p>CAAI may extend the time limit pursuant to the Tribunal's reasoned request or on its own initiative if it decides necessary to do so.</p> <p>2. After the closure of proceedings, any party shall not produce any further evidence or make any further submissions without the Tribunal's authorisation or request through reopening the proceedings.</p>	<p><b>第三十條（審理終結）</b></p> <p>1. 仲裁庭應於組成之日起六個月內，宣示審理終結並以書面載明該終結日。</p> <p>本中心得依仲裁庭附具理由之聲請或依職權，於認為有必要時，展延審理期限。</p> <p>2. 審理終結後，非經仲裁庭再開審理之授權或要求，當事人不得再提示任何證據或陳述。</p> <p>3. 仲裁庭於作出最終判斷前，得依一方當事人之聲請或依職權，再開審理。</p>

<p>3. The Tribunal may reopen the proceedings upon a party's request or on its own initiative before making its final award.</p>	
<p><b>Article 31: Applicable Law and <i>Amiable Compositeur</i></b></p> <ol style="list-style-type: none"> <li>1. The Tribunal shall apply the law or rules of law agreed by the parties as applicable to the substance of the dispute.</li> <li>2. Absent such an agreement, the Tribunal shall apply the law or rules of law which it determines to be appropriate.</li> <li>3. The Tribunal shall decide as <i>amiable compositeur</i> or <i>ex aequo et bono</i> only if the parties have expressly authorised it to do so.</li> <li>4. In all cases, the Tribunal shall decide in accordance with the terms of any relevant contracts, and shall take into account any applicable trade usages or industry practices.</li> </ol>	<p><b>第三十一條（適用法律及友好仲裁人）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁庭應適用當事人約定之法律或法律規則，裁決實體爭議。</li> <li>2. 當事人無前項之約定時，仲裁庭應適用其認為適當之法律或法律規則。</li> <li>3. 仲裁庭僅能於當事人明示授權時，以友好仲裁人或依公平善意原則裁決爭議。</li> <li>4. 於所有仲裁案件中，仲裁庭應依任何相關契約之條款作出裁斷或判斷，並應斟酌任何適用之貿易慣例或產業實務。</li> </ol>
<p><b>Article 32: Decision-Making by Tribunal</b></p> <ol style="list-style-type: none"> <li>1. Where there is more than one arbitrator, the Tribunal shall make any award, order or other decision by a majority of all the arbitrators.</li> <li>2. Absent a majority consensus, the presiding arbitrator shall make the award, order or other decision.</li> <li>3. The presiding arbitrator alone may decide procedural questions with the consent of all parties.</li> </ol>	<p><b>第三十二條（仲裁庭之判斷或裁斷）</b></p> <ol style="list-style-type: none"> <li>1. 超過一名仲裁人時，仲裁庭之任何判斷或裁斷，應按多數仲裁人之意見為之。</li> <li>2. 無法達成多數合意時，應由主任仲裁人作出判斷或裁斷。</li> <li>3. 如經全體當事人同意，主任仲裁人得單獨就程序事項作出裁斷。</li> </ol>

<p><b>Article 33: Time Limit for Award-Making</b></p> <ol style="list-style-type: none"> <li>1. The Tribunal shall make its final award within six weeks from the date of its closure of proceedings as stated in accordance with Article 30.1. Such award shall be signed and dated in accordance with Article 34.2.</li> <li>2. The calculation of the award-making period shall exclude any period(s) during which the arbitration is suspended under the Rules.</li> <li>3. CAAI may extend the time limit pursuant to the Tribunal's reasoned request or on its own initiative if it decides necessary to do so.</li> </ol>	<p><b>第三十三條（仲裁判斷之期限）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁庭應依第 30.1 條之規定，於審理終結之日起六週內，下最終仲裁判斷。該仲裁判斷應依第 34.2 條之規定簽名並註明日期。</li> <li>2. 計算仲裁判斷期限時，不計入依本規則暫停仲裁之期間。</li> <li>3. 本中心得依仲裁庭附具理由之聲請或依職權，於認為有必要時，展延該期限。</li> </ol>
<p><b>Article 34: Requirements and Effect of Awards</b></p> <ol style="list-style-type: none"> <li>1. The Tribunal may make a single award or separate awards on different issues at different times in the form of interim, interlocutory, partial or final award.</li> <li>2. Any award shall be made in writing and shall contain the following: <ol style="list-style-type: none"> <li>(a) the date on which the award is made;</li> <li>(b) the Seat of Arbitration;</li> <li>(c) the reasons of the award, unless the parties agree otherwise, or the award is a consent award; and</li> <li>(d) the signatures of the majority of arbitrators, and the reason for any omitted signature.</li> </ol> </li> <li>3. The Tribunal shall provide the signed award to CAAI.</li> </ol>	<p><b>第三十四條（仲裁判斷之要件及效力）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁庭得就不同事項，於不同時間作出一項或多項各自獨立之臨時判斷、中間判斷、部分判斷或最終判斷。</li> <li>2. 任何仲裁判斷應以書面作成，並包括下列各款事項： <ol style="list-style-type: none"> <li>(a) 仲裁判斷作成之日期。</li> <li>(b) 仲裁地。</li> <li>(c) 仲裁判斷之理由，但當事人另有約定或仲裁判斷係屬和解判斷者除外。</li> <li>(d) 由多數之仲裁人簽名，及未簽名之理由。</li> </ol> </li> <li>3. 仲裁庭應將簽名之仲裁判斷提供本中心。 於本中心之付款要求獲全額給付後，本中心應提供當事人前</li> </ol>

<p>Upon full settlement of all of CAAI's payment requests, CAAI shall provide certified copies of the signed award to the parties.</p> <p>4. Any award shall be final and binding on all parties from the date on which it is made.</p> <p>The parties shall carry out any award promptly or within any time limit specified in the award.</p>	<p>述仲裁判斷正本。</p> <p>4. 任何仲裁判斷為最終結果，自作成之日起即拘束全體當事人。當事人應儘速或於仲裁判斷所定期限內履行仲裁判斷。</p>
<p><b>Article 35: Settlement</b></p> <p>1. If the parties settle their dispute, whether or not involving any mediation, before the Tribunal makes the final award, the Tribunal may record the settlement in the form of a consent award upon the parties' request.</p> <p>Article 34 shall apply to such an award, which shall have the same status and effect as any other award on the merits.</p> <p>2. If the parties do not request such an award, the Tribunal shall make an order for terminating the arbitration signed by all arbitrators under Article 36, and provide CAAI with a copy of such order.</p>	<p><b>第三十五條（和解）</b></p> <p>1. 當事人於仲裁庭作出最終仲裁判斷前，不論是否涉及任何調解，就爭議達成和解時，仲裁庭得依當事人之聲請，以和解判斷之形式，將其和解作成紀錄。</p> <p>第 34 條亦適用於此等仲裁判斷，且此等仲裁判斷就案件實體，與任何其他仲裁判斷具有相同之地位及效力。</p> <p>2. 當事人未聲請此等判斷時，仲裁庭應依據第 36 條之規定作出仲裁終止之裁斷，由全體仲裁人簽名，並將該裁斷副知本中心。</p>

<p><b>Article 36: Termination of Arbitration</b></p> <ol style="list-style-type: none"> <li>The arbitration is terminated by: <ol style="list-style-type: none"> <li>the Tribunal's final award;</li> <li>the parties' settlement; or</li> <li>the Tribunal's order for terminating the arbitration ("Termination Order") in accordance with this Article.</li> </ol> </li> <li>The Tribunal shall issue a Termination Order when: <ol style="list-style-type: none"> <li>the parties agree on the termination of the arbitration; or</li> <li>the Claimant withdraws its claim, unless another party raises a justifiable objection and the Tribunal recognises that party's legitimate interest in obtaining a final settlement of the dispute; or</li> <li>the Tribunal finds that the continuation of the arbitration has become unnecessary or impossible for any other reason, unless the Tribunal considers it necessary or appropriate to decide any remaining matters.</li> </ol> </li> <li>The Tribunal shall provide its Termination Order signed by all arbitrators to all parties and CAAI.</li> </ol>	<p><b>第三十六條（仲裁程序終止）</b></p> <ol style="list-style-type: none"> <li>有下列各款情形之一者，仲裁程序終止： <ol style="list-style-type: none"> <li>仲裁庭作出最終仲裁判斷。</li> <li>當事人達成和解。</li> <li>仲裁庭依本條之規定作出終止仲裁程序之裁斷（以下稱「仲裁終止之裁斷」）。</li> </ol> </li> <li>有下列各款情形之一者，仲裁庭應作出仲裁終止之裁斷： <ol style="list-style-type: none"> <li>當事人協議仲裁終止。</li> <li>聲請人撤回請求，惟他方當事人提出合理異議且經仲裁庭認為解決爭議對其具有正當之利益者，不在此限。</li> <li>仲裁庭因其他原因認為仲裁已無續行必要或無法續行者。但仲裁庭認為就未決事宜作出決定係屬必要或適當者，不在此限。</li> </ol> </li> <li>仲裁庭應將全體仲裁人簽名之仲裁終止之裁斷提供予全體當事人及本中心。</li> </ol>
<p><b>Article 37: Correction and Interpretation of Awards</b></p> <ol style="list-style-type: none"> <li>Within 30 days of receiving the award, a party may, with written notice to all other parties, request the Tribunal to:</li> </ol>	<p><b>第三十七條（仲裁判斷之更正及解釋）</b></p> <ol style="list-style-type: none"> <li>於當事人收到仲裁判斷之日起 30 日內，經以書面通知其他全體當事人後，得聲請仲裁庭為下列各款行為：</li> </ol>

<p>(a) correct in the award any error in computation, any clerical or typographical error, or any error, ambiguity or omission of a similar nature; or</p> <p>(b) give an interpretation of a specific point or part of the award.</p> <p>2. Any other party may comment on such request for correction or interpretation within 15 days of receiving the request.</p> <p>3. If the Tribunal considers the request to be justified, it shall make correction or give interpretation within 30 days of receiving such request.</p> <p>4. Within 30 days of the date of the award, the Tribunal may correct any error of the type referred to in Article 37.1(a) on its own initiative after consulting with the parties.</p> <p>The Tribunal may make any further correction to the award or any further interpretation of the award which is necessitated by or consequential on:</p> <p>(a) the interpretation of any point or part of the award or the correction of any error in the award under this Article; or</p> <p>(b) the issue of any additional award under Article 38.</p> <p>5. CAAI may extend the time limit for the Tribunal to make correction or give interpretation.</p> <p>6. Any correction, made in the original award or in a separate memorandum, shall form part of the award. Any interpretation shall also form part of the award.</p>	<p>(a) 更正仲裁判斷內任何計算錯誤、筆誤或排印錯誤，或任何類似之錯誤、模糊或疏漏。</p> <p>(b) 就仲裁判斷之特定事項或部分，提出解釋。</p> <p>2. 於收到前項聲請之日起 15 日內，其他當事人得就該更正或解釋之聲請表示意見。</p> <p>3. 仲裁庭認為該聲請為有理由時，應於收到該聲請之日起 30 日內，予以更正或解釋。</p> <p>4. 仲裁庭得於作成仲裁判斷之日起 30 日內，經與當事人商議後，依職權更正第 37.1(a)條所定之各類錯誤。</p> <p>針對下列各款事項，有必要或需加補充時，仲裁庭得就仲裁判斷，作出更進一步之更正或解釋：</p> <p>(a) 基於本條規定，就仲裁判斷內之任何事項或部分作出解釋，或更正仲裁判斷內任何錯誤。</p> <p>(b) 依第 38 條之規定作出補充仲裁判斷。</p> <p>5. 本中心得展延仲裁庭更正或解釋之期限。</p> <p>6. 任何更正，不論係以原仲裁判斷，或以獨立備忘錄之形式作成，均構成仲裁判斷之一部。任何解釋亦構成仲裁判斷之一部。</p> <p>第 34 條之規定應於仲裁判斷之任何更正或解釋所為之必要變更適用之。</p>
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<p>Article 34 shall apply in the same manner with any necessary changes in relation to any correction or interpretation of the award.</p>	
<p><b>Article 38: Additional Award</b></p> <ol style="list-style-type: none"> <li>1. Within 30 days of receiving the award, a party may, with written notice to all other parties, request the Tribunal to make additional award as to any claim(s) presented in the arbitration but omitted from the award.</li> <li>2. Any other party may comment on such request within 15 days of receiving the request.</li> <li>3. If the Tribunal considers the request to be justified, it shall make additional award within 60 days of receiving such request.</li> <li>4. CAAI may extend the time limit for the Tribunal to make additional award.</li> <li>5. Within 30 days of the date of the award, the Tribunal may make additional award on its own initiative after consulting with the parties. The Tribunal may make any additional award which is necessitated by or consequential on the correction or interpretation of the award under Article 37.</li> <li>6. Article 34 shall apply in the same manner with any necessary changes in relation to any additional award.</li> </ol>	<p><b>第三十八條（補充仲裁判斷）</b></p> <ol style="list-style-type: none"> <li>1. 當事人於收到仲裁判斷之日起 30 日內，得於書面通知其他全體當事人後，聲請仲裁庭就仲裁程序中已提出而仲裁判斷遺漏之請求，作出補充仲裁判斷。</li> <li>2. 其他當事人於收到前項聲請之日起 15 日內，得就該聲請表示意見。</li> <li>3. 如仲裁庭認為該聲請為有理由時，應於收到該聲請之日起 60 日內，作出補充仲裁判斷。</li> <li>4. 本中心得展延仲裁庭作出補充仲裁判斷之期限。</li> <li>5. 仲裁庭得於作成仲裁判斷之日起 30 日內，經與當事人商議後，依職權作出補充仲裁判斷。 依第 37 條規定更正或解釋仲裁判斷為必要或合理者，仲裁庭得作出補充仲裁判斷。</li> <li>6. 第 34 條之規定應於任何補充仲裁判斷所為之必要變更適用之。</li> </ol>

#### Article 39: Confidentiality

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

Such confidentiality also applies to any arbitrator, Emergency Arbitrator, expert, witness, Tribunal secretary and CAAI.
2. This Article does not prevent a party's publication, disclosure or communication of the information specified in Article 39.1 to:
  - (a) any court or other competent authority in proceedings for protecting or pursuing that party's legal right or interest, or for enforcing or challenging any award;
  - (b) any government or regulatory body, court or other authority where that party is obliged by law to make the publication, disclosure or communication;
  - (c) any of the parties' professional and other advisers, including any actual and potential witnesses and experts; and
  - (d) any third party for the purpose of any application for joinder of Additional Party under Article 27 or consolidation of arbitrations under Article 28.
3. The deliberations of the Tribunal, including any recordings, transcripts or documents used in relation to the arbitration, shall remain confidential.

#### 第三十九條（保密性）

1. 除當事人另有約定外，當事人不得發表、揭露或傳遞有關下述事項之非公開資訊：
  - (a) 基於一項或多項仲裁協議進行之仲裁，包括仲裁之存在及仲裁人之身分。
  - (b) 仲裁所作出之任何判斷。

此等保密條款亦適用於任何仲裁人、緊急仲裁人、專家、證人、仲裁庭秘書及本中心。
2. 本條並不限制當事人向下列各款之對象發表、揭露或傳遞第 39.1 條所定之資訊：
  - (a) 為保護或行使當事人之法律上權利或利益，或為執行任何判斷或對其異議處理程序中之任何法院或其他主管機關。
  - (b) 該當事人依據法律有義務向其公開、揭露或傳遞之任何政府或監管機關、法院或其他機構。
  - (c) 當事人之專業人士及其他顧問，包括實際及潛在之證人及專家。
  - (d) 依第 27 條聲請追加當事人，或依第 28 條聲請合併仲裁目的之任何第三人。
3. 仲裁庭之評議內容，包括仲裁所使用之任何相關紀錄、手稿或文件，均應保密。

<p>4. An award may be published, whether in its entirety or in the form of excerpts or summary, only if:</p> <ul style="list-style-type: none"> <li>(a) a request for publication is made to CAAI;</li> <li>(b) all references to the parties' names and other identifying information are omitted; and</li> <li>(c) none of the parties objects to such publication within the time limit required by CAAI.</li> </ul> <p>5. The Tribunal may take appropriate measures against any party in breach of this Article, including issuing an order or award for sanctions or costs.</p> <p>Upon any party's request, the Tribunal may make orders concerning the confidentiality of the arbitration and take measures for protecting trade secrets or confidential information.</p>	<p>4. 仲裁判斷，不論為全文、節錄或摘要，僅得於下述情況予以公開：</p> <ul style="list-style-type: none"> <li>(a) 向本中心提交公開之聲請。</li> <li>(b) 當事人之姓名／名稱及其他識別資訊均已刪除。</li> <li>(c) 當事人均未在本中心所定期限內，就判斷之公開提出異議。</li> </ul> <p>5. 當事人違反本條規定時，仲裁庭得對其採取適當措施，包括作成處罰或費用之裁斷或判斷。</p> <p>仲裁庭經當事人之聲請，得就仲裁之保密作出裁斷，並得採取任何保護營業秘密或機密資訊之措施。</p>
<p><b>Article 40: Exclusion of Liability</b></p> <p>1. CAAI (including its committees, sub-committees, directors, officers, employees, members and other designated persons), any arbitrator, Emergency Arbitrator, Tribunal-appointed expert or Tribunal secretary shall not be liable to any person for any act or omission in connection with any arbitration conducted under the Rules, except where such act or omission constitutes wilful misconduct.</p>	<p><b>第四十條（免責）</b></p> <p>1. 本中心（包括其委員會、小組、理事、高階主管、員工、成員及其他受委任人士）、任何仲裁人、緊急仲裁人、仲裁庭選定之專家或仲裁庭秘書，就依本規則進行仲裁之任何作為或不作為，不對任何人負擔法律責任，但該作為或不作為構成故意不當行為者，不在此限。</p>

<p>2. After a final award is made and all possibilities of correction, interpretation and additional awards have lapsed or been exhausted, CAAI (including its committees, sub-committees, directors, officers, employees, members and other designated persons), any arbitrator, Emergency Arbitrator, Tribunal-appointed expert or Tribunal secretary shall not be under any obligation to make any statement to any person about any matter concerning the arbitration.</p> <p>3. A party shall not seek to make any of these persons a witness in any legal or other proceedings arising out of or in connection with the arbitration.</p>	<p>2. 最終仲裁判斷經作成，且不得再對仲裁判斷予以更正、解釋或補充後，本中心（包括其委員會、小組、理事、高階主管、員工、成員及其他受委任人士）、仲裁人、緊急仲裁人、仲裁庭選定之專家或仲裁庭秘書，均無義務就有關仲裁之任何事項向任何人作任何說明。</p> <p>3. 當事人亦不得要求上述人士於該仲裁所引起或與該仲裁有關之任何法律或其他程序中擔任證人。</p>
<p><b>Article 41: Expedited Procedure</b></p> <p>1. Before the Tribunal's constitution, a party may apply to CAAI in writing to conduct the arbitration in accordance with the Expedited Procedure in Article 41.4 if:</p> <ul style="list-style-type: none"> <li>(a) the amount in dispute is less than USD 250,000.00;</li> <li>(b) the parties so agree; or</li> <li>(c) in cases of exceptional urgency.</li> </ul> <p>2. Unless the parties agree otherwise, the Expedited Procedure shall not apply to any arbitration consolidated under Article 28 or commenced under multiple contracts under Article 9.</p> <p>3. CAAI shall consider the views of all parties in deciding whether to grant such an application.</p>	<p><b>第四十一條（簡易仲裁程序）</b></p> <p>1. 仲裁庭組成前，如合於下列各款情形之一時，一方當事人得以書面向本中心聲請依第 41.4 條之簡易仲裁程序規定進行仲裁：</p> <ul style="list-style-type: none"> <li>(a) 爭議金額不超過美金 250,000.00 元。</li> <li>(b) 經當事人同意。</li> <li>(c) 特殊緊急情況。</li> </ul> <p>2. 除當事人另有約定外，簡易仲裁程序不適用於依第 28 條合併後之仲裁程序或依第 9 條基於複數契約而開始之仲裁。</p> <p>3. 本中心於決定是否核准此等聲請時，應考量全體當事人之意見。</p>

4. The arbitration shall be conducted by Expedited Procedure, which is based upon the Rules but subject to the following changes:
- (a) CAAI may shorten any time limits under the Rules;
  - (b) The case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;
  - (c) If the arbitration agreement provides for three arbitrators, CAAI shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree, the case shall be referred to three arbitrators;
  - (d) The Tribunal may, after consulting with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for any oral argument or examination of any witness and expert;
  - (e) The Tribunal shall make its final award within six weeks from the date of its closure of proceedings. CAAI may extend this time limit only once in exceptional circumstances; and
  - (f) The Tribunal shall state the reasons upon which the award is based in summary form, unless the parties agree otherwise.

4. 仲裁應按簡易仲裁程序進行，並以本規則為基礎，但應適用下列各款之變更：
- (a) 本中心得縮短本規則所定之任何期限。
  - (b) 案件應交付獨任仲裁人辦理，除非仲裁協議約定需有三名仲裁人。
  - (c) 仲裁協議約定需有三名仲裁人時，本中心應建議當事人將案件交獨任仲裁人辦理。如當事人不同意，案件應交三名仲裁人辦理。
  - (d) 仲裁庭經與當事人商議後，得決定是否僅依據書面文件裁決爭議，或是否需召開詢問會，進行口頭辯論或訊問證人及專家。
  - (e) 仲裁庭應於審理終結之日起六週內，作出最終判斷。本中心僅得於特殊情況展延期限一次。
  - (f) 除當事人另有約定外，仲裁庭應簡要說明仲裁判斷之理由。

#### Article 42: Deposit for Costs

1. As soon as practicable after the Respondent receives the Notice of Arbitration, CAAI shall determine the amount of Deposit for Costs, which includes CAAI's administrative fees determined in accordance with Article 45 and other necessary expenses, as well as the Tribunal's fees and expenses.  
The Tribunal, once constituted, shall confirm the amount of Deposit for Costs determined by CAAI.
2. CAAI shall request the Claimant and the Respondent to each pay one-half of the Deposit for Costs.  
Unless CAAI otherwise deems acceptable, any amount paid by each party must be paid from the party's account.
3. CAAI may request supplementary deposits if the Respondent submits a counter-claim.
4. During the arbitration, CAAI may request the parties to make other supplementary deposits that it considers necessary.  
The Tribunal may inform CAAI if further deposits are required, such as when additional hours have been incurred.
5. If the required deposits are not paid in full to CAAI within 30 days after the parties receive the payment request, CAAI shall inform the parties and order one of them to make the required deposits.

#### 第四十二條（預付費用）

1. 相對人收到仲裁聲請書後，本中心應儘速決定預付費用之金額，包括依第 45 條規定核算之本中心管理費用及其他必要費用，以及仲裁庭之報酬及費用。  
仲裁庭組成後，應立即就本中心所核算之預付費用金額予以確認。
2. 本中心應要求聲請人及相對人各繳付預付費用之二分之一。  
除本中心認為得接受外，各當事人所付之任何款項，應自該當事人之帳戶繳付。
3. 如相對人提交反請求，本中心得要求另行繳納預付費用。
4. 於仲裁進行中，本中心得要求當事人增繳其認為必要之其他預付費用。  
仲裁庭得將需繳付額外預付費用，諸如發生額外工時之情形，通知本中心。
5. 如所要求之預付費用，未能於當事人收到付款要求後 30 日內向本中心繳足，本中心應通知當事人，並指令其中一方繳足。  
如仍未繳足時，本中心或仲裁庭得以書面命暫停或終止仲裁，或於本中心或仲裁庭認為適當之基礎上，就其認為適當之請求或反請求，繼續仲裁。

<p>If such payment is not made, CAAI or the Tribunal may order the suspension or termination of the arbitration in writing, or continue the arbitration on such basis and in respect of such claim or counterclaim as CAAI or the Tribunal considers appropriate.</p> <p>6. The Tribunal shall, in its final award, render an account to the parties of the deposits received by CAAI.</p> <p>7. CAAI shall place the deposits made by the parties in interest bearing deposit account(s) at reputable licensed deposit-taking institutions.</p> <p>In selecting the account(s), CAAI shall have due regard to the possible need to make the deposited funds available immediately.</p> <p>8. If the parties settle their dispute or if the arbitration is terminated, CAAI may return the unused portion of the Deposit for Costs.</p> <p>9. The parties are jointly and severally liable for the Deposit for Costs.</p>	<p>6. 仲裁庭應於其最終判斷中，向當事人提交本中心所收到預付費用之帳目。</p> <p>7. 本中心應將當事人繳付之預付費用，存入信譽良好有營業執照之存款機構之計息存款帳戶。</p> <p>本中心選擇帳戶時，應顧及可能隨時需自預付費用帳戶中立即提款。</p> <p>8. 當事人之爭議達成和解或仲裁終止時，本中心得將預付費用中未使用之部分退還。</p> <p>9. 當事人就預付費用負連帶責任。</p>
<p><b>Article 43: Costs of Arbitration</b></p> <p>1. As soon as the Tribunal is constituted or an Additional Party is joined or the arbitrations are consolidated, the Tribunal shall determine or confirm the amount in dispute and notify CAAI for the purpose of determining the amount of CAAI's administrative fees and the Tribunal's fees.</p>	<p><b>第四十三條（仲裁費用）</b></p> <p>1. 仲裁庭一經組成、有追加當事人加入仲裁或有合併仲裁時，仲裁庭應儘速決定或確認爭議金額，並通知本中心，以利核算本中心管理費用及仲裁庭之報酬。</p> <p>2. 仲裁庭應決定仲裁費用，包括下列各款項目：</p> <p>(a) 依第 44 條核算之仲裁庭報酬。</p>

<p>2. The Tribunal shall determine the Costs of Arbitration, which may include the following items:</p> <ul style="list-style-type: none"> <li>(a) the Tribunal's fees as determined in accordance with Article 44;</li> <li>(b) the reasonable travel and other expenses incurred by the Tribunal;</li> <li>(c) the reasonable costs of expert advice and other assistance required by the Tribunal;</li> <li>(d) the reasonable travel and other expenses of witnesses and experts;</li> <li>(e) the fees and expenses of any Tribunal secretary;</li> <li>(f) the reasonable costs for legal representation and assistance if such costs were claimed during the arbitration; and</li> <li>(g) CAAI's administrative fees and other fees, including but not limited to the fees for appointing and challenging arbitrators, consolidation and joinder of Additional Party, the costs of Interim Measures and Emergency Proceedings paid under Schedule 1 Section 9.</li> </ul> <p>3. The Tribunal may apportion all or part of the Costs of Arbitration between the parties if it determines that apportionment is reasonable in the circumstances.</p> <p>4. The Tribunal may make an order requiring a party to provide security for the Costs of Arbitration.</p> <p>5. If arbitrations are consolidated under Article 28, the Tribunal in the consolidated arbitration shall allocate the Costs of Arbitration. Such costs shall include, but</p>	<ul style="list-style-type: none"> <li>(b) 仲裁庭之合理差旅費及其他費用。</li> <li>(c) 仲裁庭要求專家意見及其他協助所生之合理費用。</li> <li>(d) 證人及專家之合理差旅費及其他費用。</li> <li>(e) 任何仲裁庭秘書報酬及費用。</li> <li>(f) 於仲裁程序中請求之法律代理及協助所生之合理費用。</li> <li>(g) 本中心管理費用及其他報酬，包括但不限於：選定仲裁人及聲請仲裁人迴避、合併及追加當事人、因臨時措施及緊急程序依附件 1 第 9 條所繳付之費用。</li> </ul> <p>3. 仲裁庭得依其認為合理之分擔方式，決定當事人間分擔全部或部分仲裁費用之方式。</p> <p>4. 仲裁庭得作出裁斷，要求任一方當事人提供仲裁費用之擔保。</p> <p>5. 仲裁依第 28 條合併時，合併後之仲裁庭，應就仲裁費用予以分配。此費用應包括但不限於：受選定仲裁人之報酬，及任何合併至另一仲裁之仲裁程序所生之任何其他費用。</p> <p>6. 仲裁庭依第 36 條作成仲裁終止之裁斷、或依第 35 條作成和解判斷時，仲裁庭或本中心應於該裁斷或判斷中核定仲裁費用。</p> <p>7. 仲裁庭得於判斷內要求就仲裁標的範圍內任何金額，於仲裁庭認為適當之期間內，按當事人約定之利率繳付單利或複利，如無此等約定時，按仲裁庭認為適當之利率。</p>
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<p>shall not be limited to, the fees of any arbitrators appointed, and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.</p> <p>6. If the Tribunal issues a Termination Order under Article 36 or makes a consent award under Article 35, the Tribunal or CAAI shall determine the Costs of Arbitration in that order or award.</p> <p>7. The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.</p>	
<p><b>Article 44: Tribunal's Fees and Expenses</b></p> <p>1. The Tribunal's fees shall be determined pursuant to either Schedule 2 (Hourly Rate) or Schedule 3 (Amount in Dispute).</p> <p>The parties shall agree on using either Schedule 2 or Schedule 3 for determining the Tribunal's fees, and shall inform CAAI of their agreement within 30 days after the Respondent receives the Notice of Arbitration.</p> <p>Failing such an agreement, the Tribunal's fees shall be determined pursuant to Schedule 3 (Amount in Dispute).</p>	<p><b>第四十四條（仲裁庭之報酬及費用）</b></p> <p>1. 仲裁庭之報酬，應依附件 2（小時費率）或附件 3（爭議金額）加以核算。</p> <p>當事人應約定採用附件 2 或附件 3 之方式核算仲裁庭之報酬，並於相對人收到仲裁聲請書之日起 30 日內，將其約定告知本中心。</p> <p>無法達成合意時，仲裁庭之報酬應依附件 3（爭議金額）核算。</p>

<p>2. If the Tribunal's fees are to be determined pursuant to Schedule 2 (Hourly Rate), CAAI shall determine the hourly rate for each arbitrator, which shall not exceed the maximum hourly rate of USD 1,000.00.</p> <p>3. CAAI shall consider the following criteria when determining an arbitrator's hourly rate:</p> <ul style="list-style-type: none"> <li>(a) the amount in dispute;</li> <li>(b) the complexity of the subject matter of the arbitration;</li> <li>(c) the time spent by the Tribunal;</li> <li>(d) the fees shall be reasonable in amount; and</li> <li>(e) any other circumstances including, but not limited to, the discontinuation of the arbitration because of settlement or any other reason.</li> </ul> <p>4. The Tribunal shall be reimbursed for its necessary or reasonable expenses incurred, such as travel, meals and accommodation.</p>	<p>2. 仲裁庭之報酬應依附件 2（小時費率）之方式核算時，本中心應核定各仲裁人小時費率，但至多不得超過每小時美金 1,000.00 元。</p> <p>3. 本中心核定仲裁人之小時費率時，應考量下列各款標準：</p> <ul style="list-style-type: none"> <li>(a) 爭議金額。</li> <li>(b) 仲裁標的事項之複雜性。</li> <li>(c) 仲裁庭花費之時間。</li> <li>(d) 該報酬之金額應合理。</li> <li>(e) 任何其他情況，包括但不限於：仲裁程序因和解或任何其他因素而不再進行。</li> </ul> <p>4. 仲裁庭支出之必要或合理費用（例如：差旅、膳食及住宿），應予以償還。</p>
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#### Article 45: CAAI's Administrative and Other Fees

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

Amount in Dispute (in USD)	Administrative Fees (in USD)
Up to 220,000	3,100
From 220,001 to 300,000	3,100 + 0.780% of amt. over 220,000
From 300,001 to 450,000	3,724 + 0.750% of amt. over 300,000
From 450,001 to 750,000	4,849 + 0.670% of amt. over 450,000
From 750,001 to 1,500,000	6,859 + 0.380% of amt. over 750,000
From 1,500,001 to 3,000,000	9,709 + 0.220% of amt. over 1,500,000
From 3,000,001 to 6,000,000	13,009 + 0.150% of amt. over 3,000,000
From 6,000,001 to 12,000,000	17,509 + 0.120% of amt. over 6,000,000

#### 第四十五條（本中心管理費用及其他費用）

1. 本中心管理費用，係以爭議金額為基礎，依下表核算。

爭議金額（美金）	管理費用（美金）
220,000 以下	3,100
220,001 至 300,000	3,100 + 爭議金額超出 220,000 部分之 0.780%
300,001 至 450,000	3,724 + 爭議金額超出 300,000 部分之 0.750%
450,001 至 750,000	4,849 + 爭議金額超出 450,000 部分之 0.670%
750,001 至 1,500,000	6,859 + 爭議金額超出 750,000 部分之 0.380%
1,500,001 至 3,000,000	9,709 + 爭議金額超出 1,500,000 部分之 0.220%

From 12,000,001 to 30,000,000	24,709 + 0.090% of amt. over 12,000,000	3,000,001 至 6,000,000	13,009 + 爭議金額超出 3,000,000 部分之 0.150%
From 30,000,001 to 56,770,000	40,909 + 0.060% of amt. over 30,000,000	6,000,001 至 12,000,000	17,509 + 爭議金額超出 6,000,000 部分之 0.120%
Over 56,770,001	56,971	12,000,001 至 30,000,000	24,709 + 爭議金額超出 12,000,000 部分之 0.090%
		30,000,001 至 56,770,000	40,909 + 爭議金額超出 30,000,000 部分之 0.060%
		56,770,001 以上	56,971

  

<p>2. Claims and counterclaims are aggregated when determining the amount in dispute. The same applies to any set-off defence, unless the Tribunal decides otherwise.</p> <p>3. In cases of joinder of Additional Party under Article 27 or consolidation of arbitrations under Article 28, the amounts of claims and counterclaims are aggregated or set-off when determining the amount in dispute.</p> <p>4. Any interest claim shall not be taken into account when determining the amount in dispute.</p> <p>However, if the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in determining the amount in dispute.</p> <p>5. If the amount in dispute is not quantified, CAAI's administrative fees shall be determined by CAAI and confirmed by the Tribunal, taking into account the circumstances of the case.</p> <p>6. If CAAI is requested to appoint an arbitrator on behalf of the parties, a fee of USD 1,500.00 shall apply to each of the appointment made by CAAI.</p>	<p>2. 決定爭議金額時，仲裁請求及反請求之金額應合併計算。上述原則亦適用於任何抵銷抗辯，但仲裁庭另為決定者，不在此限。</p> <p>3. 於第 27 條之追加當事人或第 28 條仲裁程序合併之情形，於確定爭議金額時，仲裁請求及反請求之金額應合併計算或抵銷。</p> <p>4. 計算爭議金額時，不考量利息請求。</p>
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<p>7. CAAI's administrative fees and filing fees may be subject to value added tax or other charges.</p>	<p>但利息請求金額超出本金請求時，計算爭議金額時應將利息請求單獨考量。</p> <p>5. 爭議金額無法量化時，本中心應斟酌案件情況核定本中心管理費用，並請仲裁庭確認。</p> <p>6. 本中心被聲請為當事人選定仲裁人時，本中心就所選定之仲裁人，每名計收美金 1,500.00 元之費用。</p> <p>7. 當事人對本中心之管理費用及受理費用，可能需繳納增值稅或其他費用。</p>
<p><b>Article 46: Currency</b></p> <p>Amounts in currencies other than United States Dollars (USD) shall be converted into USD at the rate of exchange published by the Hongkong Shanghai Banking Corporation Limited (HSBC) on the date of submitting the Notice of Arbitration, or submitting any new claim, set-off defence or amendment to a claim or defence.</p>	<p><b>第四十六條（幣別）</b></p> <p>採用美金以外之其他幣種表示金額時，應按仲裁聲請書提交日或任何新請求、抵銷抗辯或修正後之請求或答辯之提交日，依香港上海滙豐銀行有限公司(HSBC)公佈之匯率折算成美金。</p>

## Schedule 1 – Emergency Arbitrator and Emergency Measures

### 附件 1 — 緊急仲裁人及緊急措施

#### Section 1: Request for Emergency Measures

1. This Schedule shall not apply if:
  - (a) the arbitration agreement was concluded before the Rules came into force; or
  - (b) the parties have agreed to opt out of this Schedule.
2. A party may, concurrent with or after the submission of a Notice of Arbitration but before the Tribunal's constitution, submit to CAAI a request for urgent measures to be granted by an Emergency Arbitrator ("Request for Emergency Measures").
3. The Request for Emergency Measures shall be submitted in accordance with any of the means specified in Article 5.2 of the Rules, and shall include the following items:
  - (a) the names and any known postal and email addresses, telephone and facsimile numbers of the parties and any representatives;
  - (b) a description of the circumstances giving rise to the Request for Emergency Measures and the underlying dispute referred to arbitration;
  - (c) a statement of the Emergency Measures sought, including the reasons why the applicant needs and is entitled to such measures on an urgent basis that cannot await the Tribunal's constitution;
  - (d) the arbitration agreement(s) and other relevant agreement(s); and

#### 第一條（緊急措施聲請）

1. 有下列各款情形之一者，不適用本附件：
  - (a) 仲裁協議係於本規則生效之前締結。
  - (b) 當事人約定不援用本附件。
2. 當事人得於提交仲裁聲請書之同時、或其後仲裁庭尚未組成之前，向本中心提交「緊急措施聲請書」。
3. 緊急措施聲請書，應依本規則第 5.2 條所定之任一方式提交，並應包括下列各款事項：
  - (a) 當事人及代理人之姓名／名稱、已知之郵寄及電子郵件信箱地址、電話及傳真號碼。
  - (b) 說明需要聲請緊急措施之情形及提付仲裁之主要爭議。
  - (c) 聲請緊急措施之陳述，包括聲請人為何需要且基於緊急情況有權採取此等措施，而無法等候仲裁庭組成。
  - (d) 仲裁協議及其他相關協議。
  - (e) 對於「緊急程序」所使用語言、適用法律及仲裁地之意見。
4. 緊急措施聲請書，亦得包括提出聲請之當事人認為適當或有助於迅速審查其聲請之其他資訊或文件。
5. 提出緊急措施聲請之當事人向本中心提交緊急措施聲請書及

<p>(e) any comments on the language, applicable law and seat of the proceedings for Emergency Measures (“Emergency Proceedings”).</p> <p>4. The Request for Emergency Measures may contain such other information or documents as the requesting party considers appropriate or as may contribute to the efficient examination of the Request.</p> <p>5. When submitting the Request for Emergency Measures and any accompanying documents to CAAI, the requesting party shall simultaneously provide a copy to all parties, and notify CAAI the mode and date of such service. The requesting party shall also pay to CAAI the “Emergency Deposit” (as specified in Section 8 of this Schedule).</p> <p>6. The requesting party shall promptly notify CAAI, all other parties and the Emergency Arbitrator (once appointed) of any application for measures similar to Emergency Measures made to a court or other competent authority.</p>	<p>相關文件時，應同時副知全體當事人，並將送達方法及日期通知本中心。提出緊急措施聲請之當事人亦應向本中心繳付「緊急預付款」（如本附件第 8 條所定）。</p> <p>6. 提出緊急措施聲請之當事人，向法院或其他主管機關提出與緊急措施類似之任何聲請時，應儘速將該情事通知本中心、其他全體當事人及緊急仲裁人（如已選定）。</p>
<p><b>Section 2: Appointment of Emergency Arbitrator</b></p> <p>1. If CAAI decides to accept the Request for Emergency Measures, CAAI shall appoint an Emergency Arbitrator within two days after receiving both the Request for Emergency Measures and the Emergency Deposit.</p> <p>2. Once the Emergency Arbitrator is appointed, CAAI shall notify the parties about such appointment and shall transmit the file to the Emergency Arbitrator.</p>	<p><b>第二條（選定緊急仲裁人）</b></p> <p>1. 本中心決定受理緊急措施聲請時，應於收到緊急措施聲請書及緊急預付款之日起二日內，選定一名緊急仲裁人。</p> <p>2. 俟緊急仲裁人選定，本中心應將選定結果通知當事人，並將卷宗移交緊急仲裁人。</p> <p>本中心通知並移交卷宗後，當事人之所有書面通訊應直接提交</p>

<p>After CAAI's notification and transmission of file, any party shall submit all written communications directly to the Emergency Arbitrator with copies to the other parties and CAAI. The Emergency Arbitrator shall also give CAAI copies of his or her written communications to the parties.</p> <p>3. Unless the parties agree otherwise, the Emergency Arbitrator may not act as an arbitrator in the Tribunal in any arbitration relating to the dispute that gave rise to the Request for Emergency Measures and in respect of which the Emergency Arbitrator has acted.</p> <p>4. The Emergency Arbitrator shall have no further power to act once the Tribunal is constituted. This is subject to the Emergency Arbitrator's power to make Emergency Decision under Section 7 of this Schedule even if the file has been transmitted to the Tribunal in the meantime.</p>	<p>緊急仲裁人，並向他方當事人及本中心提出副本。緊急仲裁人發送當事人之任何書面通訊，亦應向本中心提出副本。</p> <p>3. 除當事人另有約定外，如緊急仲裁人已受任處理緊急措施聲請時，即不得於導致該聲請之爭議相關仲裁程序，擔任仲裁庭之仲裁人。</p> <p>4. 仲裁庭一旦組成，緊急仲裁人即無權續行，惟仍得依本附件第7條規定作成緊急措施裁斷，縱使卷宗已同時移交仲裁庭亦同。</p>
<p><b>Section 3: Challenge and Replacement of Emergency Arbitrator</b></p> <p>1. Article 14 and Article 16 of the Rules shall apply to the qualifications and challenge of Emergency Arbitrator, except that the time limits in Article 16.2 and 16.4 are shortened to three days.</p> <p>2. In the event of an Emergency Arbitrator's death, resignation, withdrawal or removal, CAAI shall appoint a substitute Emergency Arbitrator within two days of such an event.</p>	<p><b>第三條（緊急仲裁人之聲請迴避及替換）</b></p> <p>1. 本規則第14條及第16條適用於緊急仲裁人之資格及聲請迴避；惟第16.2條及第16.4條之期限，縮短為三日。</p> <p>2. 緊急仲裁人死亡、辭任、自行迴避或被撤換時，本中心應於該情事發生之日起二日內，選定替任緊急仲裁人。</p> <p>緊急仲裁人經替換後，除替任緊急仲裁人另有決定外，緊急程序應自該緊急仲裁人經替換或停止履行其職務時續行。</p>

<p>If the Emergency Arbitrator is replaced, the Emergency Proceedings shall resume at the stage where the Emergency Arbitrator was replaced or ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise.</p>	
<p><b>Section 4: Seat of Emergency Proceedings</b></p> <ol style="list-style-type: none"> <li>1. If the parties have agreed on the Seat of Arbitration, such seat shall be the seat of Emergency Proceedings.</li> <li>2. If the parties have not agreed on the Seat of Arbitration, and without prejudice to the Tribunal's determination of the Seat of Arbitration under Article 19.1 of the Rules, the seat of Emergency Proceedings shall be Hong Kong.</li> </ol>	<p><b>第四條（緊急程序之仲裁地）</b></p> <ol style="list-style-type: none"> <li>1. 當事人已約定仲裁地時，該地點即為緊急程序之仲裁地。</li> <li>2. 當事人未約定仲裁地時，緊急程序之仲裁地應為香港，惟此並不影響仲裁庭日後依本規則第 19.1 條決定仲裁地之權力。</li> </ol>
<p><b>Section 5: Language of Emergency Proceedings</b></p> <ol style="list-style-type: none"> <li>1. If the parties have agreed on the language of arbitration, such language shall be the language of Emergency Proceedings.</li> <li>2. If the parties have not agreed on the language of arbitration, CAAI shall determine the language of Emergency Proceedings.</li> </ol>	<p><b>第五條（緊急程序之語言）</b></p> <ol style="list-style-type: none"> <li>1. 當事人已約定仲裁語言時，該語言即為緊急程序所應使用之語言。</li> <li>2. 當事人未約定仲裁語言時，本中心應決定緊急程序使用之語言。</li> </ol>

<p><b>Section 6: Conduct of Emergency Proceedings</b></p> <ol style="list-style-type: none"> <li>1. The Emergency Arbitrator shall, within two days of his or her appointment, establish a schedule considering the Request for Emergency Measures.</li> <li>2. The Emergency Arbitrator may conduct the Emergency Proceedings in such manner as he or she considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each party has a reasonable opportunity to be heard on the Request for Emergency Measures.</li> <li>3. The Emergency Arbitrator may rule on his or her own jurisdiction, including any objections to the existence, validity, effectiveness, scope or termination of arbitration agreement(s), or to the applicability of this Schedule.</li> <li>4. The Emergency Arbitrator may dismiss the Request for Emergency Measures and terminate the Emergency Proceedings, if he or she considers that the requested Emergency Measures are unnecessary or unable to be granted.</li> <li>5. For all matters not expressly provided for in this Schedule, the Emergency Arbitrator shall act in the spirit of the Rules.</li> </ol>	<p><b>第六條（緊急程序之進行）</b></p> <ol style="list-style-type: none"> <li>1. 緊急仲裁人應於選定之日起二日內，訂定考量緊急措施聲請之時程表。</li> <li>2. 緊急仲裁人得按其認為適當之方式進行緊急程序；惟應斟酌此程序固有之緊迫性，並確保各當事人就緊急措施聲請有合理陳述之機會。</li> <li>3. 緊急仲裁人得決定其管轄權，包括對仲裁協議之存續、效力、有效性、範圍或終止，或適用本附件之任何異議。</li> <li>4. 緊急仲裁人認為聲請之緊急措施非必要或無法核准時，得駁回緊急措施聲請，並終止緊急程序。</li> <li>5. 緊急仲裁人對本規則無明文規定之事項，應依本規則之旨趣進行。</li> </ol>
<p><b>Section 7: Decision on Emergency Measures</b></p> <ol style="list-style-type: none"> <li>1. When deciding a party's Request for Emergency Measures, the Emergency Arbitrator shall consider the following: <ol style="list-style-type: none"> <li>(a) whether harm that is irreparable or cannot be adequately compensated is likely</li> </ol> </li> </ol>	<p><b>第七條（緊急措施裁斷）</b></p> <ol style="list-style-type: none"> <li>1. 緊急仲裁人於決定當事人之緊急措施聲請時，應考量下列各款事項： <ol style="list-style-type: none"> <li>(a) 不核准緊急措施，是否可能導致無法回復或無法充分補償</li> </ol> </li> </ol>

<p>to result if the measure is not granted;</p> <p>(b) whether such harm substantially outweighs the harm that is likely to result to the party affected by the measure if the measure is granted; and</p> <p>(c) whether there is a reasonable possibility that the requesting party will succeed on the merits, provided that any determination on such possibility shall not affect the Tribunal's discretion in making any subsequent determination.</p> <p>2. The Emergency Arbitrator may require the requesting party to provide appropriate security.</p> <p>3. The Emergency Arbitrator may grant any Emergency Measures that he or she considers necessary and on such terms as he or she considers appropriate. The Emergency Arbitrator may make preliminary orders pending any hearing, telephone or video conference or written submissions by the parties.</p> <p>4. Any decision, order or award of the Emergency Arbitrator ("Emergency Decision") shall be made within 15 days from the date when CAAI transmitted the file to the Emergency Arbitrator, unless this time limit is extended by the parties' agreement or by CAAI in appropriate circumstances.</p> <p>5. No interim order or award shall be made by the Emergency Arbitrator until CAAI has approved its form.</p> <p>6. An Emergency Decision shall be made in writing and signed by the Emergency Arbitrator. It shall contain the following items:</p>	<p>之損害。</p> <p>(b) 此等損害是否遠超過核准緊急措施對於受緊急措施影響之當事人可能造成之損害。</p> <p>(c) 提出聲請之當事人實體上是否有贏得仲裁之合理可能性，但對此可能性之裁斷不應影響仲裁庭作成後續認定之裁量。</p> <p>2. 緊急仲裁人得要求提出聲請之當事人提供適當擔保。</p> <p>3. 緊急仲裁人得於其認為適當之條件下，核准其認為必要之緊急措施。 緊急仲裁人得於任何詢問會、電話或視訊會議、或當事人提交書狀前，核發初步裁斷。</p> <p>4. 緊急仲裁人所為之裁斷或判斷（以下稱「緊急措施裁斷」），應於本中心移交卷宗予緊急仲裁人之日起 15 日內作成；但此期限經當事人合意展延、或於適當情況下由本中心展延者，不在此限。</p> <p>5. 緊急仲裁人在本中心未核准其形式前，不得作成任何臨時裁斷或判斷。</p> <p>6. 緊急措施裁斷應以書面為之，並經緊急仲裁人簽名，且應包括下列各款事項： (a) 緊急措施裁斷作成之日期。</p>
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<p>(a) the date on which the Emergency Decision is made;</p> <p>(b) reasons in summary form upon which the Emergency Decision is based, including whether the Request for Emergency Measures complies with Article 26.1 of the Rules and Section 1 of this Schedule, and whether the Emergency Arbitrator has jurisdiction to grant Emergency Measures; and</p> <p>(c) the Costs of Emergency Proceedings in accordance with Section 9 of this Schedule.</p> <p>7. The Emergency Arbitrator shall promptly provide the signed Emergency Decision to all parties and CAAI.</p> <p>The Emergency Arbitrator shall make every reasonable effort to ensure that the Emergency Decision is valid.</p> <p>8. Any Emergency Decision shall have the same effect as Interim Measures granted by the Tribunal under Article 26 of the Rules, and shall be binding on the parties when granted.</p> <p>The parties shall comply with any Emergency Decision promptly or within any specified time limit.</p> <p>The parties also irrevocably waive their rights to any form of appeal, review or recourse to any court or other competent authority with respect to any Emergency Decision, to the extent that such waiver can be validly made.</p> <p>9. Upon a party's reasoned request, the Emergency Arbitrator or the Tribunal (once</p>	<p>(b) 簡要說明緊急措施裁斷之理由（包括緊急措施聲請是否符合本規則第 26.1 條及本附件第 1 條之規定，以及緊急仲裁人就核准緊急措施是否有管轄權）。</p> <p>(c) 依本附件第 9 條核算之緊急程序費用。</p> <p>7. 緊急仲裁人應儘速將經簽名之緊急措施裁斷，提供全體當事人及本中心。</p> <p>緊急仲裁人應盡合理努力確保緊急措施裁斷有效。</p> <p>8. 任何緊急措施裁斷與仲裁庭依本規則第 26 條所核准之臨時措施具有同等效力，且於核准時立即拘束當事人。</p> <p>當事人應儘速或於指定期限內，遵守緊急措施裁斷。</p> <p>當事人亦在得有效放棄之範圍內，就任何緊急措施裁斷，不可撤銷地放棄其向任何法院或其他主管機關提出上訴、覆審或聲請救濟之權利。</p> <p>9. 經一方當事人附具理由之聲請，緊急仲裁人或仲裁庭（一旦組成）得變更、暫停或終止其緊急措施裁斷。</p> <p>緊急仲裁人之決定及理由，對仲裁庭無拘束力。</p> <p>10. 任何緊急措施裁斷應於發生下列各款情事之一時，停止拘束當事人：</p> <p>(a) 緊急仲裁人或仲裁庭作出停止拘束之裁斷。</p> <p>(b) 仲裁庭作出最終判斷，但如仲裁庭明確為不同決定者，不</p>
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<p>constituted) may modify, suspend or terminate any Emergency Decision.</p> <p>The Emergency Arbitrator's decision and reasons are not binding on the Tribunal.</p> <p>10. Any Emergency Decision ceases to be binding on the parties in any of the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) the Emergency Arbitrator or the Tribunal so decides;</li> <li>(b) the Tribunal makes a final award, unless the Tribunal expressly decides otherwise;</li> <li>(c) all claims are withdrawn or the arbitration is terminated before the final award is made;</li> <li>(d) the Tribunal is not constituted within 90 days from the date of the Emergency Decision, unless extended by the parties' agreement or by CAAI in appropriate circumstances;</li> <li>(e) the CAAI sustains a party's challenge against the Emergency Arbitrator; or</li> <li>(f) the arbitration has been suspended for 60 consecutive days after the Tribunal's constitution.</li> </ul>	<p>在此限。</p> <ul style="list-style-type: none"> <li>(c) 於最終判斷作成前，撤回所有請求，或終止仲裁。</li> <li>(d) 仲裁庭未能於緊急措施裁斷作成之日起 90 日內組成；但此期限經當事人合意展延、或由本中心於適當情況下展延者，不在此限。</li> <li>(e) 本中心核准一方當事人對緊急仲裁人之迴避聲請。</li> <li>(f) 仲裁程序自仲裁庭組成後暫停已達 60 日。</li> </ul>
<p><b>Section 8: Emergency Deposit</b></p> <p>1. The Emergency Deposit of USD 25,000.00 consists of CAAI's administrative fees and the Emergency Arbitrator's fees and expenses as determined by CAAI on the basis of hourly rate under Schedule 2.</p>	<p><b>第八條（緊急預付款）</b></p> <p>1. 緊急預付款為美金 25,000.00 元，包含本中心管理費用，及本中心依附件 2 所定之小時費率所核計之緊急仲裁人之報酬及費用。</p>

<p>2. CAAI may, at any time during the Emergency Proceedings, decide to increase the fees or expenses, taking into account the nature of the case, the nature and amount of work performed by it and the Emergency Arbitrator.</p> <p>3. If the requesting party fails to pay the increased fees or expenses within the time limit required by CAAI, CAAI shall dismiss the Request for Emergency Measures.</p>	<p>2. 本中心得於緊急程序進行中，隨時審酌案件性質、本中心及緊急仲裁人工作量及工作性質後，決定增加緊急仲裁人之報酬或費用。</p> <p>3. 提出緊急措施聲請之當事人未能於本中心所定期限內，繳付額外增加之報酬或費用時，本中心應駁回其緊急措施聲請。</p>
<p><b>Section 9: Costs of Emergency Proceedings</b></p> <p>1. The Costs of Emergency Proceedings include CAAI’s administrative fees, the Emergency Arbitrator’s fees and expenses, and the reasonable legal and other costs incurred by the parties because of the Emergency Proceedings.</p> <p>2. Any Emergency Decision shall state the amount of the Costs of Emergency Proceedings and decide which of the parties, or in what proportions the parties shall bear them, subject to the Tribunal’s power to determine finally the apportionment of such costs under Article 43 of the Rules.</p>	<p><b>第九條（緊急程序之費用）</b></p> <p>1. 緊急程序之費用，包括本中心管理費用、緊急仲裁人之報酬及費用，以及當事人因緊急程序而發生之合理法律及其他費用。</p> <p>2. 任何緊急措施裁斷均應載明緊急程序之費用金額，並應決定由何方當事人全額負擔或由當事人依比例分別負擔；惟此決定概不影響仲裁庭依本規則第 43 條，就此費用分擔作出最終判斷之權力。</p>

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

### 附件 2 — 仲裁庭之報酬及費用（按小時費率）條款及條件

<p><b>Section 1: Scope of Application and Interpretation</b></p> <ol style="list-style-type: none"> <li>1. This Schedule shall apply to arbitrations in which the Tribunal’s fees and expenses are to be determined on the basis of hourly rate, as well as to the Emergency Arbitrator’s fees and expenses payable under Schedule 1.</li> <li>2. CAAI may interpret this Schedule’s terms and scope of application as it considers appropriate.</li> <li>3. The hourly rate determined by CAAI shall be the rate in force on the date of CAAI’s confirmation of arbitrator appointment.</li> </ol>	<p><b>第一條（適用範圍及釋義）</b></p> <ol style="list-style-type: none"> <li>1. 本附件之適用對象，為仲裁庭之報酬及費用係按小時費率計算之仲裁案件，以及基於附件 1 應付緊急仲裁人之報酬及費用。</li> <li>2. 本中心得就本附件之條款及其適用範圍，作出其認為適當之解釋。</li> <li>3. 本中心所決定之小時費率，應依本中心確認仲裁人選定當日施行之費率。</li> </ol>
<p><b>Section 2: Payments to the Tribunal</b></p> <ol style="list-style-type: none"> <li>1. CAAI shall make payments to the Tribunal from the parties’ Deposit for Costs (as specified in Article 42 of the Rules).</li> <li>2. If the funds are insufficient at the time a payment is required, CAAI may invoice the parties for payment and settlement.</li> <li>3. Payments to the Tribunal shall be made in United States Dollars (USD) unless the Tribunal directs otherwise.</li> <li>4. The parties are jointly and severally liable for the Tribunal’s fees and expenses, irrespective of which party appointed which arbitrator.</li> </ol>	<p><b>第二條（向仲裁庭付款）</b></p> <ol style="list-style-type: none"> <li>1. 本中心應自當事人之預付費用帳戶（如本規則第 42 條所定）中，撥付款項予仲裁庭。</li> <li>2. 如應付款時資金不足，本中心得向當事人開立發票並請其繳付及結清。</li> <li>3. 除仲裁庭另有指示外，應以美金（USD）支付仲裁庭。</li> <li>4. 當事人應就仲裁庭之報酬及費用負連帶責任，不問何方當事人選定之仲裁人。</li> </ol>

<p><b>Section 3: Tribunal's Expenses</b></p> <ol style="list-style-type: none"> <li>1. The Tribunal shall be reimbursed for its necessary or reasonable expenses as specified in Article 44.4 of the Rules.</li> <li>2. The Tribunal's expenses shall not include the Tribunal's fees determined on an hourly rate under Section 5 of this Schedule.</li> </ol>	<p><b>第三條（仲裁庭之費用）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁庭所支出符合本規則第 44.4 條所定之必要或合理費用，應予以償還。</li> <li>2. 仲裁庭之費用，不包括依本附件第 5 條小時費率核計之仲裁庭報酬。</li> </ol>
<p><b>Section 4: Fees and Expenses Involving Arbitrator Replacement</b></p> <ol style="list-style-type: none"> <li>1. If an arbitrator is replaced, CAAI shall determine the amount of any fees and expenses to be paid to the replaced arbitrator, taking into account circumstances including, but not limited to, the applicable method for determining the replaced arbitrator's fees, the work done by the replaced arbitrator in connection with the arbitration, and the complexity of the subject matter of the arbitration.</li> <li>2. The Tribunal retains the full right to request full payment of its hours spent if no award is made before the replacement of arbitrator.</li> </ol>	<p><b>第四條（替換仲裁人之報酬及費用）</b></p> <ol style="list-style-type: none"> <li>1. 如仲裁人被替換，本中心應審酌各種情況，包括但不限於得適用於受替換仲裁人之報酬、受替換之仲裁人已進行之仲裁相關工作，以及仲裁標的事項之複雜性，核計應繳付受替換之仲裁人之報酬及費用。</li> <li>2. 於仲裁人替換前、未作成仲裁判斷時，仲裁庭保留要求全額支付其工作時數之權利。</li> </ol>
<p><b>Section 5: Tribunal's Hourly Rate</b></p> <ol style="list-style-type: none"> <li>1. An arbitrator shall be remunerated at an hourly rate for all work reasonably carried out in connection with the arbitration.</li> <li>2. An arbitrator shall agree in writing his or her hourly rate upon CAAI's confirmation of his or her appointment.</li> </ol>	<p><b>第五條（仲裁庭之小時費率）</b></p> <ol style="list-style-type: none"> <li>1. 仲裁人應就其為仲裁合理付出之一切相關工作，獲得按小時費率計算之報酬。</li> <li>2. 仲裁人應於本中心確認仲裁人之選定時，以書面同意其小時費率。</li> </ol>

<ol style="list-style-type: none"> <li>3. An arbitrator's agreed hourly rate shall not exceed the rate determined by CAAI on the date of CAAI's confirmation of arbitrator appointment.</li> <li>4. Subject to this Section, an arbitrator may review and increase his or her agreed hourly rate by no more than 10% on each anniversary of CAAI's confirmation of his or her appointment.</li> <li>5. Higher hourly rates may be charged if expressly agreed in writing by all parties, or if CAAI so determines in exceptional circumstances.</li> <li>6. Any cancellation or postponement of hearing days other than by agreement of all parties may be taken into account when considering any subsequent allocation of costs.</li> <li>7. Amounts paid to the arbitrator do not include any applicable taxes.</li> </ol>	<ol style="list-style-type: none"> <li>3. 經同意之仲裁人小時費率，不得超出本中心確認仲裁人選定當日所定之費率。</li> <li>4. 自本中心確認仲裁人選定之日起每滿一週年，仲裁人於不違反本條規定情形下，得檢討並於 10% 比例範圍內增加其經同意之小時費率。</li> <li>5. 仲裁人於全體當事人以書面明示同意或本中心於特殊情形作出決定時，方得收取更高之小時費率。</li> <li>6. 詢問會日期因全體當事人約定以外之原因而取消或延期時，於決定後續費用分擔時，得將此因素納入考量。</li> <li>7. 繳付予仲裁人之所有款項，不包括任何相關稅捐。</li> </ol>
<p><b>Section 6: Lien on Award</b></p> <p>CAAI and the Tribunal shall have a lien over any awards made by the Tribunal to secure the payment of any outstanding fees and expenses, and may refuse to release such awards to the parties until all the fees and expenses have been paid in full, whether jointly or by one of the parties.</p>	<p><b>第六條（對仲裁判斷之留置權）</b></p> <p>本中心及仲裁庭就仲裁庭所作出之任何判斷有留置權，以確保當事人繳清積欠之任何報酬及費用，並得據以拒絕向當事人發送該判斷，直至當事人共同或由其中任一方繳清所有報酬及費用為止。</p>

**Section 7: Governing Law**

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

**第七條（準據法）**

本附件之條款以及任何因該條款所生或與其有關之非契約義務，均應以香港法律為準據法並據以解釋。

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

#### 附件 3 — 仲裁庭之報酬及費用（按爭議金額）條款及條件

<p><b>Section 1: Scope of Application and Interpretation</b></p> <ol style="list-style-type: none"> <li>1. This Schedule shall apply to arbitrations in which the Tribunal’s fees and expenses are to be determined on the basis of the amount in dispute, but shall not apply to any Emergency Arbitrator’s fees and expenses payable pursuant to Schedule 1.</li> <li>2. CAAI may interpret this Schedule’s terms and scope of application as it considers appropriate.</li> </ol>	<p><b>第一條（適用範圍及釋義）</b></p> <ol style="list-style-type: none"> <li>1. 本附件之適用對象，為仲裁庭報酬及費用係按爭議金額計算之仲裁案件，但不適用於依附件 1 應付緊急仲裁人之報酬及費用。</li> <li>2. 本中心得就本附件之條款及其適用範圍，作出其認為適當之解釋。</li> </ol>
<p><b>Section 2: Payments to the Tribunal</b></p> <ol style="list-style-type: none"> <li>1. CAAI shall make payments to the Tribunal from the parties’ Deposit for Costs (as specified in Article 42 of the Rules).</li> <li>2. If the funds are insufficient at the time a payment is required, CAAI may invoice the parties for payment and settlement.</li> <li>3. Payments to the Tribunal shall be made in United States Dollars (USD) unless the Tribunal directs otherwise.</li> <li>4. The parties are jointly and severally liable for the Tribunal’s fees and expenses, irrespective of which party appointed which arbitrator.</li> </ol>	<p><b>第二條（向仲裁庭付款）</b></p> <ol style="list-style-type: none"> <li>1. 本中心應自當事人之預付費用帳戶（如本規則第 42 條所定）中，撥付款項予仲裁庭。</li> <li>2. 如應付款時資金不足，本中心得向當事人開立發票並請其繳付及結清。</li> <li>3. 除仲裁庭另有指示外，應以美金（USD）支付仲裁庭。</li> <li>4. 當事人應就仲裁庭之報酬及費用負連帶責任，不問何方當事人選定之仲裁人。</li> </ol>

<p><b>Section 3: Tribunal's Expenses</b></p> <p>The Tribunal shall be reimbursed for its necessary or reasonable expenses as specified in Article 44.4 of the Rules.</p>	<p><b>第三條（仲裁庭之費用）</b></p> <p>仲裁庭所支出符合本規則第 44.4 條所定之必要或合理費用，應予以償還。</p>
<p><b>Section 4: Fees and Expenses Involving Arbitrator Replacement</b></p> <p>If an arbitrator is replaced, CAAI shall determine the amount of any fees and expenses to be paid to the replaced arbitrator, taking into account circumstances including, but not limited to, the applicable method for determining the replaced arbitrator's fees, the work done by the replaced arbitrator in connection with the arbitration, and the complexity of the subject matter of the arbitration.</p>	<p><b>第四條（替換仲裁人之報酬及費用）</b></p> <p>如仲裁人被替換，本中心應審酌各種情況，包括但不限於得適用於核計受替換仲裁人之報酬方法、受替換之仲裁人已進行之仲裁相關工作，以及仲裁標的事項之複雜性，核計應繳付受替換仲裁人之報酬及費用。</p>
<p><b>Section 5: Tribunal's Fees Based on Amount in Dispute</b></p> <ol style="list-style-type: none"> <li>The Tribunal's fees shall be determined in accordance with the following table, in which each of the fees represents the minimum and maximum amounts payable to each arbitrator.</li> </ol> <p>In determining the Tribunal's fees, CAAI shall consider the time spent, complexity of the dispute, as well as the arbitrator's diligence and efficiency. CAAI reserves the right to arrive at a figure within the limits prescribed below.</p> <ol style="list-style-type: none"> <li>The Tribunal's fees shall cover the Tribunal's activities from the time the file is transmitted to it until its last final award.</li> </ol>	<p><b>第五條（基於爭議金額之仲裁庭之報酬）</b></p> <ol style="list-style-type: none"> <li>仲裁庭之報酬應依下表核計，依下表核計之收費為應付每位仲裁人之最低及最高報酬。</li> </ol> <p>核計仲裁庭之報酬時，本中心應考量所花費時間、爭議之複雜性及仲裁人之審慎程度及效率。本中心保留於下表所定範圍內訂定金額之權利。</p> <ol style="list-style-type: none"> <li>仲裁庭之報酬應涵蓋自案件移交仲裁庭之日起至作出最終判斷之日止。</li> <li>核計爭議金額時，不考量利息請求。</li> </ol>

<p>3. Any interest claim shall not be taken into account when determining the amount in dispute.</p> <p>However, if the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in determining the amount in dispute.</p> <p>4. If the amount in dispute is not quantified, CAAI shall determine the Tribunal's fees, taking into account the circumstances of the case.</p> <p>5. If the arbitration is terminated before a final award is made, CAAI shall determine the arbitrator's fees and expenses at its discretion, taking into consideration the stage of the arbitral proceedings as well as any other relevant circumstances.</p> <p>6. Amounts paid to the arbitrator do not include any applicable taxes.</p>	<p>但利息請求金額超出本金請求時，核計爭議金額時應將利息請求單獨考量。</p> <p>4. 爭議金額無法量化時，本中心應斟酌案件情況核計仲裁庭之報酬。</p> <p>5. 仲裁於最終判斷作成前終止時，本中心有權審酌仲裁程序已進行之階段及其他相關情況，酌量核計仲裁人之報酬及費用。</p> <p>6. 繳付予仲裁人之所有款項，不包括任何相關稅捐。</p>
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Minimum Amount		Maximum Amount	
Amount in Dispute (USD)	Arbitrator's Fees (USD)	Amount in Dispute (USD)	Arbitrator's Fees (USD)
Up to 220,000	2,800	Up to 220,000	11,500
From 220,001 to 300,000	2,800 + 2.300% of amt. over 220,000	From 220,001 to 300,000	11,500 + 8.500% of amt. over 220,000
From 300,001 to 450,000	4,640 + 2.000% of amt. over 300,000	From 300,001 to 450,000	18,300 + 8.200% of amt. over 300,000

From 450,001 to 750,000	7,640 + 0.800% of amt. over 450,000	From 450,001 to 750,000	30,600 + 4.000% of amt. over 450,000	
From 750,001 to 1,500,000	10,040 + 0.600% of amt. over 750,000	From 750,001 to 1,500,000	42,600 + 2.300% of amt. over 750,000	
From 1,500,001 to 3,000,000	14,540 + 0.350% of amt. over 1,500,000	From 1,500,001 to 3,000,000	59,850 + 1.000% of amt. over 1,500,000	
From 3,000,001 to 6,000,000	19,790 + 0.250% of amt. over 3,000,000	From 3,000,001 to 6,000,000	74,850 + 0.650% of amt. over 3,000,000	
From 6,000,001 to 12,000,000	27,290 + 0.070% of amt. over 6,000,000	From 6,000,001 to 12,000,000	94,350 + 0.350% of amt. over 6,000,000	
From 12,000,001 to 30,000,000	31,490 + 0.050% of amt. over 12,000,000	From 12,000,001 to 30,000,000	115,350 + 0.250% of amt. over 12,000,000	
From 30,000,001 to 56,770,000	40,490 + 0.030% of amt. over 30,000,000	From 30,000,001 to 56,770,000	160,350 + 0.150% of amt. over 30,000,000	
From 56,770,001 to 85,155,000	48,521 + 0.020% of amt. over 56,770,000	From 56,770,001 to 85,155,000	200,505 + 0.120% of amt. over 56,770,000	
From 85,155,001 to 106,445,000	54,198 + 0.010% of amt. over 85,155,000	From 85,155,001 to 106,445,000	234,567 + 0.100% of amt. over 85,155,000	
Over 106,445,001	56,327 + 0.008% of amt. over 106,445,000	Over 106,445,001	255,857 + 0.060% of amt. over 106,445,000	

最低金額		最高金額	
爭議金額 (美金)	仲裁人報酬 (美金)	爭議金額 (美金)	仲裁人報酬 (美金)
220,000 以下	2,800	220,000 以下	11,500
220,001 至 300,000	2,800 + 爭議金額超出 220,000 部分之 2.300%	220,001 至 300,000	11,500 + 爭議金額超出 220,000 部分之 8.500%
300,001 至 450,000	4,640 + 爭議金額超出 300,000 部分之 2.000%	300,001 至 450,000	18,300 + 爭議金額超出 300,000 部分之 8.200%
450,001 至 750,000	7,640 + 爭議金額超出 450,000 部分之 0.800%	450,001 至 750,000	30,600 + 爭議金額超出 450,000 部分之 4.000%
750,001 至 1,500,000	10,040 + 爭議金額超出 750,000 部分之 0.600%	750,001 至 1,500,000	42,600 + 爭議金額超出 750,000 部分之 2.300%
1,500,001 至 3,000,000	14,540 + 爭議金額超出 1,500,000 部分之 0.350%	1,500,001 至 3,000,000	59,850 + 爭議金額超出 1,500,000 部分之 1.000%
3,000,001 至 6,000,000	19,790 + 爭議金額超出 3,000,000 部分之 0.250%	3,000,001 至 6,000,000	74,850 + 爭議金額超出 3,000,000 部分之 0.650%
6,000,001 至 12,000,000	27,290 + 爭議金額超出 6,000,000 部分之 0.070%	6,000,001 至 12,000,000	94,350 + 爭議金額超出 6,000,000 部分之 0.350%
12,000,001 至 30,000,000	31,490 + 爭議金額超出 12,000,000 部分之 0.050%	12,000,001 至 30,000,000	115,350 + 爭議金額超出 12,000,000 部分之 0.250%

30,000,001 至 56,770,000	40,490 + 爭議金額超出 30,000,000 部分之 0.030%	30,000,001 至 56,770,000	160,350 + 爭議金額超出 30,000,000 部分之 0.150%
56,770,001 至 85,155,000	48,521 + 爭議金額超出 56,770,000 部分之 0.020%	56,770,001 至 85,155,000	200,505 + 爭議金額超出 56,770,000 部分之 0.120%
85,155,001 至 106,445,000	54,198 + 爭議金額超出 85,155,000 部分之 0.010%	85,155,001 至 106,445,000	234,567 + 爭議金額超出 85,155,000 部分之 0.100%
106,445,001 以上	56,327 + 爭議金額超出 106,445,000 部分之 0.008%	106,445,001 以上	255,857 + 爭議金額超出 106,445,000 部分之 0.060%

<p><b>Section 6: Lien on Award</b></p> <p>CAAI and the Tribunal shall have a lien over any awards made by the Tribunal to secure the payment of any outstanding fees and expenses, and may refuse to release such awards to the parties until all the fees and expenses have been paid in full, whether jointly or by one of the parties.</p>	<p><b>第六條（對仲裁判斷之留置權）</b></p> <p>本中心及仲裁庭就仲裁庭所作之任何判斷有留置權，以確保當事人繳清積欠之任何報酬及費用，並得據以拒絕向當事人發送該判斷，直至當事人共同或由任一方繳清所有報酬及費用為止。</p>
<p><b>Section 7: Governing Law</b></p> <p>The terms of this Schedule and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the law of Hong Kong.</p>	<p><b>第七條（準據法）</b></p> <p>本附件之條款以及任何因該條款所生或與其有關之非契約義務，均應以香港法律為準據法並據以解釋。</p>