

PARTIES GUIDE 當事人手冊

INTRODUCTION	前言
<p>1. <i>CAAI Parties Guide</i> (“this Guide”) assists the parties and their representatives with conducting arbitrations in accordance with <i>CAAI Arbitration Rules</i> (“the Rules”). It highlights the distinguishing features and specific requirements of CAAI arbitrations. It is structured as follows:</p> <ul style="list-style-type: none"> (a) Introduction (b) Arbitration Agreement (c) Commencement of Arbitration (d) Constitution of the Tribunal (e) Case Management Conference (f) After Terms of Reference and Before Award (g) Award and Termination of Arbitration (h) Ethics (i) Financial Management (j) Appendices 1, 2, 3 	<p>1. 中華仲裁國際中心當事人手冊（下稱「本手冊」）旨在協助當事人及其代理人，依本中心仲裁規則（下稱「本規則」）進行仲裁。本手冊列舉本中心仲裁程序之特色及具體規定，並依下列架構分別說明：</p> <ul style="list-style-type: none"> (a) 前言 (b) 仲裁協議 (c) 仲裁之開始 (d) 仲裁庭之組成 (e) 案件管理會議 (f) 案件審理範圍書作成後至仲裁判斷作成前 (g) 仲裁判斷及仲裁程序終止 (h) 倫理規範 (i) 費用管理 (j) 附錄 1、2、3
<p>2. Unless otherwise specified, all references to “Art.,” “Schedule” and “Section” pertain to the Rules, while all references to “para” pertain to this Guide.</p>	<p>2. 除另有所指外，凡本手冊提及「條」、「附件」，均指本規則之相關部分；提及「段」者，均指本手冊之相關段落。</p>

<p>3. CAA International Arbitration Centre (“<i>CAAI</i>”) is the first foreign branch of the Chinese Arbitration Association, Taipei (“<i>CAA</i>”). Registered in Hong Kong as a not-for-profit company limited by guarantee, CAAI specialises in cross-border arbitrations seated outside Taiwan Area, as well as arbitrations in Chinese and English. It is the only authorised institution for administering arbitrations under the Rules.</p>	<p>3. 中華仲裁國際中心（下稱「本中心」）為中華仲裁協會第一個海外分支機構，於香港設立登記為非營利擔保有限公司。本中心專精管理仲裁地為臺灣地區以外之跨境仲裁案件，及以中文與英文進行之仲裁案件。本中心為唯一有權依本規則管理仲裁案件之機構。</p>
<p>4. Please use the following methods for all written submissions and communications to CAAI:</p> <p>Delivery to CAAI liaison office:</p> <ul style="list-style-type: none"> - Hong Kong office: Rm.33, 20/F, Silver Fortune, 1 Wellington Street, Central, Hong Kong; or - Taipei office: Floor 14, 376 Renai Road, Section 4, Taipei, Taiwan 10693. <p>Email: service@caai-arbitration.org</p> <p>Unless otherwise agreed by the parties or determined by the Tribunal, please provide two or four copies for each submission in hard copy (depending on whether the parties’ agreement provides for sole arbitrator or three arbitrators), together with an electronic copy (e.g. Word and PDF format). In any event, the parties should provide at least one hardcopy for each submission together with an electronic copy to CAAI.</p>	<p>4. 請依下列方式向本中心提交書狀及通訊：</p> <p>送交本中心聯絡處：</p> <ul style="list-style-type: none"> - 香港聯絡處：中環威靈頓街 1 號荊威廣場 20 樓 33 室；或 - 台北聯絡處：台北市仁愛路四段 376 號 14 樓。 <p>電子信箱： service@caai-arbitration.org</p> <p>除當事人另有約定或仲裁庭另有指示外，當事人向仲裁庭提交書狀時，應提供二或四份紙本予本中心（依當事人約定獨任仲裁人或三位仲裁人而定）及電子版本（例如 PDF 或 Word 格式）。每份書狀當事人應至少提供一份紙本及電子版本予本中心。</p>

<p>5. Apart from assisting the parties on questions relating to CAAI arbitrations, CAAI Secretariat can also provide facilities and services regarding hearings, conference calls, video conferences, transcripts, interpretation and translation at additional costs. However, it cannot engage in any unilateral communication with any party about substantive matters.</p>	<p>5. 除協助當事人處理有關仲裁程序問題外，本中心亦提供須另行付費，有關辦理詢問會、電話會議、視訊會議、速記、口筆譯所需設備及服務。本中心不得就案件實體事項，與當事人進行單方接觸。</p>
<p>6. Please visit CAAI website (www.caa-arbitration.org) for the Rules, our services, model arbitration clause, list of arbitrators, fee calculator, organisational structure, and other resources. The following CAAI documents are also available from this website, and can be used in conjunction with this Guide:</p> <p>(a) Guidelines on Case Management Conference</p> <p>(b) Code of Ethics for Arbitrators and Parties</p>	<p>6. 請至本中心網站 (www.caa-arbitration.org) 瞭解本規則、本中心服務、示範仲裁條款、仲裁人名冊、仲裁費用線上試算、本中心組織架構等相關資訊。本中心網站亦提供下列文件，得與本手冊一併使用：</p> <p>(a) 案件管理會議指引</p> <p>(b) 仲裁人暨當事人倫理規範</p>
<p>7. The following appendices to this Guide provide a quick reference to the Rules for the parties' convenience:</p> <p>(a) Appendix 1: Potential issues for parties' agreement</p> <p>(b) Appendix 2: Potential applications by parties to CAAI</p> <p>(c) Appendix 3: Potential applications by parties to the Tribunal</p>	<p>7. 為當事人之便利，本手冊提供下列附錄以便與本規則互相參照：</p> <p>(a) 附錄 1：當事人得約定之事項</p> <p>(b) 附錄 2：當事人得向本中心聲請之事項</p> <p>(c) 附錄 3：當事人得向仲裁庭聲請之事項</p>

<p>8. A party may request for communication of reasons for CAAI's decisions, provided that such request is made in advance of the decision in respect of which reasons are sought. CAAI may accept or reject any request for communication of reasons.</p>	<p>8. 當事人得就本中心之決定聲請附具理由，惟須於該決定作成前提出。本中心得就該聲請為準駁之決定。</p>
<p>ARBITRATION AGREEMENT</p>	<p>仲裁協議</p>
<p>9. CAAI recommends the following model arbitration clause if Taiwan is not the seat of arbitration:</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 CAAI (CAA International Arbitration Centre) in accordance with its arbitration rules in force when the Notice of Arbitration is submitted, and the seat of arbitration shall be [<i>insert jurisdiction other than Taiwan</i>].</p> <p>Optional: The number of arbitrators shall be [<i>insert one or three</i>].</p> <p>Optional: The language of arbitration shall be [<i>insert language</i>].</p>	<p>9. 如仲裁地為臺灣以外，本中心建議採用下列示範仲裁條款：</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[請填入臺灣以外的仲裁地]以仲裁解決之。</p> <p>選擇性條款：仲裁庭應由 [請填入一或三] 名仲裁人組成。</p> <p>選擇性條款：仲裁語言應為 [請填入語言]。</p>
<p>10. If the arbitration agreement does not specify the seat of arbitration, Hong Kong would be the default seat unless the Tribunal subsequently determines that another seat is more appropriate: Art. 19.1.</p>	<p>10. 若仲裁協議未約定仲裁地，則以香港為仲裁地，但仲裁庭嗣後決定其他仲裁地更為合適者，不在此限：(請參閱第 19.1 條)。</p>

<p>11. On the other hand, if any place in Taiwan is the seat the arbitration, the parties may consider using the following model arbitration clause:</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 CAA (Chinese Arbitration Association, Taipei) in accordance with its arbitration rules in force when the Notice of Arbitration is submitted, and the seat of arbitration shall be [<i>insert Taipei, Taichung or Kaohsiung</i>].</p> <p>Optional: The number of arbitrators shall be [<i>insert one or three</i>].</p> <p>Optional: The language of arbitration shall be [<i>insert language</i>].</p>	<p>11. 如仲裁地為臺灣任何地點，當事人可考慮使用下列示範仲裁條款：</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，應提交中華仲裁協會，依其於仲裁聲請書提交時有效之仲裁規則，於[請填入台北、台中或高雄]以仲裁解決之。</p> <p>選擇性條款：仲裁庭應由 [請填入一或三] 名仲裁人組成。</p> <p>選擇性條款：仲裁語言應為 [請填入語言]。</p>
<p>12. The Rules do not apply if any place in Taiwan is or becomes the seat of arbitration (see Art. 1.1). In any of these circumstances, the parties may agree to transfer the arbitration to CAA.</p>	<p>12. 本規則不適用於當事人約定臺灣為仲裁地，或仲裁地嗣後變更為臺灣之情形（請參閱第 1.1 條）。如有該等情形，當事人得約定移轉案件予中華仲裁協會。</p>

COMMENCEMENT OF ARBITRATION	仲裁之開始
13. To commence an arbitration, a party (Claimant) should submit to CAAI a Notice of Arbitration which complies with the requirements of Arts. 7.1 and 7.4, together with a non-refundable application fee of USD 1,000.	13. 聲請仲裁之當事人（聲請人），應依第 7.1 及 7.4 條之規定向本中心提交 仲裁聲請書 ，同時繳納美金 1,000 元之聲請費，此一費用概不退還。
14. If the arbitration agreement does not specify the language of arbitration , CAAI will make and notify its preliminary decision on using either Chinese or English within seven days of receiving the Notice of Arbitration: Art. 7.2.	14. 如仲裁協議未約定 仲裁語言 ，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，並通知當事人（請參閱第 7.2 條）。
15. If the Notice of Arbitration submitted by the Claimant involves more than one contract, CAAI will make and notify its decision on either proceeding with single arbitration for multiple contracts or requiring separate Notices of Arbitration: Art. 9.	15. 如聲請人提交之仲裁聲請書涉及複數契約，本中心將決定以 複數契約之單一仲裁程序 進行，或要求聲請人就各份契約提交個別仲裁聲請書，並通知當事人（請參閱第 9 條）。
16. If the Notice of Arbitration includes an application for Expedited Procedure , CAAI will make and notify its decision on such application: Art. 41.	16. 如當事人以仲裁聲請書聲請依 簡易仲裁程序 進行仲裁，本中心將決定是否核准該聲請，並通知當事人（請參閱第 41 條）。
17. When notifying all parties about the date of commencement of arbitration , CAAI will require each party to pay its equal share of the initial deposit within 30 days of receiving CAAI's payment request.	17. 本中心於通知全體當事人仲裁開始之日期時，將請各當事人於收到本中心之付款請求之日起 30 日內依同等比例繳付 初次預付費用 。

<p>CAAI may also request each party to or confirm any of the following:</p> <ul style="list-style-type: none"> (a) Amount in dispute (Art. 7.1(e) or 8.1(f)); (b) Any agreement on the number of arbitrators (Art. 10); (c) Any agreement on the choice of hourly rate (Schedule 2) or amount in dispute (Schedule 3) for determining the Tribunal's fees (Art. 44.1); (d) Any agreement on the seat of arbitration (Art. 19.1); (e) Any agreement on confidentiality (Art. 39); and (f) Proof of authority of party representatives (Art. 4.2). 	<p>本中心並得請當事人確認下列事項：</p> <ul style="list-style-type: none"> (a) 爭議金額（請參閱第 7.1(e)或 8.1(f)條）。 (b) 仲裁人人數之約定（請參閱第 10 條）。 (c) 選擇依附件 2 按小時費率或依附件 3 按爭議金額核算仲裁庭報酬之約定（請參閱第 44.1 條）。 (d) 仲裁地之約定（請參閱第 19.1 條）。 (e) 保密之約定（請參閱第 39 條）。 (f) 代理人之授權證明（請參閱第 4.2 條）。
<p>18. Within 30 days of receiving the Notice of Arbitration, the Respondent should submit the Answer to Notice of Arbitration which complies with the requirements of Arts. 8.1, 8.2 and 8.4.</p>	<p>18. 相對人應於收到仲裁聲請書之日起 30 日內，提交符合第 8.1、8.2 及 8.4 條規定之仲裁答辯書。</p>
<p>19. If, before the Tribunal's constitution, any party submits a Request for Emergency Measures which complies with the requirements of Schedule 1 Sections 1.3 and 1.5, including the Emergency Deposit of USD 25,000, CAAI will make and notify its decision. If CAAI decides to accept such request, CAAI will appoint an Emergency Arbitrator in accordance with Schedule 1 Section 2.</p>	<p>19. 仲裁庭組成前，如當事人提交緊急措施聲請書，且該聲請書符合附件 1 第 1.3 及 1.5 條之規定，並已繳付美金 25,000 元緊急預付費用，本中心將決定是否受理聲請並通知當事人。若本中心決定受理，將逕依附件 1 第 2 條選定一名緊急仲裁人。</p>

<p>20. If, before the Tribunal's constitution, any party submits a Request for Joinder of Additional Party together with a non-refundable fee of USD 2,500, CAAI will make and notify its decision in accordance with Art. 27.</p>	<p>20. 仲裁庭組成前，如當事人提交追加聲請書，並繳付不退還之聲請費美金 2,500 元，本中心將依第 27 條為准駁之決定並通知當事人。</p>
<p>21. If, before the Tribunal's constitution, any party raises any jurisdictional challenge, CAAI will make and notify its decision: Art. 18.1.</p>	<p>21. 仲裁庭組成前，如當事人提出管轄權之異議，本中心將依第 18.1 條為准駁之決定並通知當事人。</p>
<p>CONSTITUTION OF THE TRIBUNAL</p>	<p>仲裁庭之組成</p>
<p>22. The parties may select arbitrators from CAAI List of Arbitrators (available on CAAI website), but are not confined to such list.</p>	<p>22. 當事人得自本中心仲裁人名冊(載於本中心網站)選定仲裁人，亦得選定名冊以外之人選。</p>
<p>23. When appointing arbitrators in accordance with Art. 11 (sole arbitrator) or Art. 12 (three arbitrators), the parties should also comply with Art. 15 (restrictions on unilateral communication with prospective arbitrators). In no circumstances should a party or its representative seek the prospective arbitrator's views on the substance of the dispute.</p> <p>All appointments of arbitrators are subject to confirmation by CAAI: Art. 13.1.</p>	<p>23. 當事人依第 11 條(獨任仲裁人)或第 12 條(三名仲裁人)選定仲裁人時，應遵守第 15 條(禁止與仲裁人人選單方接觸)之規定。在任何情形下，當事人及其代理人均不得探詢仲裁人人選對案件實體事項之意見。</p> <p>仲裁人選定經本中心確認始得生效(請參閱第 13.1 條)。</p>
<p>24. As CAAI determines the fees of all arbitrators in all circumstances, the parties and arbitrators should avoid making any separate fee arrangements.</p>	<p>24. 仲裁人之報酬皆由本中心核算，當事人與仲裁人不得另外約定報酬。</p>

<p>25. If CAAI is requested to appoint any arbitrator on behalf of the parties under Art. 11.2, 12.2 or 12.3, a fee of USD 1,500 will apply to each of such appointment: Art. 45.6. CAAI will make and confirm all appointments of arbitrators in accordance with Art. 13.</p>	<p>25. 當事人依第 11.2、12.2 或 12.3 條聲請本中心選定仲裁人時，就每一仲裁人之選定，酌繳美金 1,500 元之費用（請參閱第 45.6 條）。本中心將依第 13 條選定及確認所有仲裁人。</p>
<p>26. The Tribunal is constituted upon confirmation of appointment of the last arbitrator of the Tribunal. CAAI will notify all parties about the date of the Tribunal's constitution.</p>	<p>26. 自本中心確認最後一位仲裁人起，仲裁庭組成。本中心將通知全體當事人仲裁庭組成之日期。</p>
<p>27. CAAI will also request supplementary deposits from the parties: Art. 42.4. Such deposits intend to cover the fees and expenses of the Tribunal (Art. 44) and CAAI (Art. 45).</p>	<p>27. 本中心將要求當事人增繳預付費用（請參閱第 42.4 條）。此預付費用將用於支付仲裁庭之報酬與費用（請參閱第 44 條），及本中心之費用（請參閱第 45 條）。</p>
<p>28. If any party submits a Notice of Challenge in accordance with Art. 16.2 and CAAI is required to decide on such challenge of arbitrator, the challenging party should pay USD 6,000 for each of such decision: Art. 16.7.</p>	<p>28. 如當事人依第 16.2 條提交仲裁人迴避聲請書，且本中心依規則應就該聲請作出決定，聲請人應就每次決定繳付美金 6,000 元（請參閱第 16.7 條）。</p>
<p>29. If, after the Tribunal's constitution, any party raises any objection to the Tribunal's jurisdiction in accordance with Arts. 18.2 and 18.4, the Tribunal will decide such objection and continue the arbitration in accordance with Arts. 18.3, 18.5 and 18.6.</p>	<p>29. 仲裁庭組成後，如當事人依第 18.2 及 18.4 條就仲裁庭之管轄權提出異議，仲裁庭將就該異議作成裁斷或判斷，並依第 18.3、18.5 及 18.6 條續行仲裁程序。</p>

CASE MANAGEMENT CONFERENCE	案件管理會議
<p>30. The Tribunal will convene a Case Management Conference with the parties in accordance with <i>CAAI Guidelines on Case Management Conference</i> (“CMC Guidelines”), which have been established to facilitate the efficiency, clarity and predictability of arbitration. This preliminary meeting aims at establishing the Terms of Reference which defines the substantive and procedural framework of the arbitration (see CMC Guidelines para 5), together with the Procedural Timetable which specifies the dates or time limits for each stage of the arbitration (see CMC Guidelines para 7).</p>	<p>30. 仲裁庭將依本中心案件管理會議指引（下稱「案件管理會議指引」），與當事人召開案件管理會議。案件管理會議指引之訂定係為提升仲裁程序之效率、明確性及可預見性。案件管理會議旨在作成審理範圍書，以此界定仲裁案件之實體及程序架構（參見案件管理會議指引第 5 段），以及記載仲裁案件各階段日期或期限之程序時間表（請參閱案件管理會議指引第 7 段）。</p>
<p>31. The parties may agree to change the time limits in the CMC Guidelines, as well as agree on the time, place and method for convening the Case Management Conference (CMC Guidelines paras 3.1 and 4.1).</p>	<p>31. 當事人得約定變更案件管理會議指引中所規定之期限，亦得約定召開案件管理會議之時間、地點及方式（請參閱案件管理會議指引第 3.1 及 4.1 段）。</p>
<p>32. Before or during the Case Management Conference, the parties may consider agreeing on the following items in accordance with the Rules, most of which are reproduced in CMC Guidelines para 5:</p> <ul style="list-style-type: none"> (a) Seat of Arbitration: Art. 19.1 (b) Language of arbitration: Art. 20.1 (c) Tribunal-appointed expert: Art. 25.1 (d) Interim Measures: Art. 26 (e) Applicable law or rules of law: Art. 31 	<p>32. 案件管理會議前或會議期間，當事人得依本規則約定下列事項，其中多數事項可見於案件管理會議指引第 5 段：</p> <ul style="list-style-type: none"> (a) 仲裁地：第 19.1 條 (b) 仲裁語言：第 20.1 條 (c) 仲裁庭選定之專家：第 25.1 條 (d) 臨時措施：第 26 條 (e) 適用法律或法律規則：第 31 條

<p>(f) Award without reasons: Art. 34.2(c) (g) Confidentiality: Art. 39.1 (h) Interest on awarded sum: Art. 43.7 (i) Any other modifications of the Rules: Art. 1.2.</p>	<p>(f) 仲裁判斷不附具理由：第 34.2(c)條 (g) 保密：第 39.1 條 (h) 應受判斷之利息：第 43.7 條 (i) 對本規則之其他變更：第 1.2 條</p>
<p>33. The Terms of Reference may be established on the items agreed by the Tribunal and the parties in the form of a written document signed by the Tribunal and the parties, or a procedural order incorporating the minutes of the Case Management Conference (CMC Guidelines para 6.2).</p> <p>If the Tribunal and the parties cannot agree on any items in the Terms of Reference, any party or the Tribunal may submit a written request to CAAI for decision on such items. Subject to the Rules, CAAI will decide within seven days of receiving such request, and its decision shall constitute part of the Terms of Reference (CMC Guidelines para 9.2).</p>	<p>34. 於仲裁庭及當事人達成合意後，審理範圍書得以仲裁庭及當事人共同簽署之書面，或以附具案件管理會議紀錄之程序裁斷方式作成（請參閱案件管理會議指引第 6.2 段）。</p> <p>仲裁庭及當事人無法就審理範圍書之任一事項達成合意時，仲裁庭或當事人得以書面聲請本中心決定該事項。本中心應於收到該聲請之日起七日內依本規則作成決定，該決定並構成審理範圍書之一部（請參閱案件管理會議指引第 9.2 條）。</p>
<p>AFTER TERMS OF REFERENCE AND BEFORE AWARD</p>	<p>案件審理範圍書作成後至仲裁判斷作成前</p>
<p>34. After the Term of Reference and Procedural Timetable are established, CAAI may require further deposits from the parties to cover additional Costs of Arbitration because of increase in amount in dispute or the Tribunal's estimate of time (Art. 42.4).</p>	<p>35. 審理範圍書與程序時間表作成後，本中心得要求當事人增繳預付費用，以支付因爭議金額或仲裁庭預估時數增加所生之額外費用（請參閱第 42.4 條）。</p>

<p>35. For any written submissions and document production, the parties should comply with the requirements in the Rules, as supplemented or modified by the Terms and Reference and Procedural Timetable. These may include:</p> <p>(a) Statement of Claim: Art. 21 (b) Statement of Defence: Art. 22 (c) Amendment or Supplement: Art. 23 (d) Expert's report and comments: Art. 25.3.</p>	<p>36. 當事人應依本規則之規定提交包括下列之書狀與文件。該等規定得經審理範圍書及程序時間表增訂或變更：</p> <p>(a) 仲裁請求理由書：第 21 條 (b) 仲裁答辯書：第 22 條 (c) 修正或補充：第 23 條 (d) 專家之報告及意見：第 25.3 條。</p>
<p>36. Any expert appointed by the parties should use CAAI Party-Appointed Expert Statement (available from CAAI upon request), and should be a natural person or represented by natural person (Art. 24.4).</p>	<p>37. 當事人選定之專家應使用本中心當事人選定之專家聲明書（請向本中心索取），且應為自然人或由自然人代表之（請參閱第 24.4 條）。</p>
<p>37. For any hearings, the parties should comply with the requirements of Art. 24, as supplemented or modified by the Terms and Reference and Procedural Timetable, or otherwise agreed between the parties and the Tribunal.</p>	<p>38. 就詢問會相關事項，當事人應遵守第 24 條，該條之規定得以審理範圍書及程序時間表、或由當事人與仲裁庭合意變更之。</p>
<p>38. Article 29 prescribes the consequences of default by a party, while Art. 3 provides for a party's waiver of right to object in general. For specific waivers, see Arts. 14.3 (challenge of arbitrator); 27.5, 27.9(a) and 27.11 (joinder); 28.8 (consolidation).</p>	<p>39. 第 29 條規定當事人怠於行為之效果，第 3 條則為當事人放棄異議權之概括規定。針對放棄異議權之個別規定，請參閱第 14.3 條（聲請仲裁人迴避）；第 27.5、27.9(a)、27.11 條（追加當事人）、第 28.8 條（仲裁程序之合併）。</p>

<p>39. If any party applies to the Tribunal for Interim Measures in compliance with Arts. 26.2 and 26.4, the Tribunal will decide in accordance with Art. 26.</p>	<p>40. 當事人向仲裁庭聲請臨時措施，符合第 26.2 及 26.4 條之規定者，仲裁庭依第 26 條作出准駁之裁斷。</p>
<p>41. If any party submits to the Tribunal a Request for Joinder of Additional Party in compliance with the requirements of Art. 27.3, including payment of non-refundable fee of USD 2,500 to CAAI, the Tribunal will decide in accordance with Art. 27.</p>	<p>40. 當事人向仲裁庭提交追加聲請書，符合第 27.3 條之規定，且已向本中心繳付不退還之美金 2,500 元者，仲裁庭依第 27 條作出准駁之裁斷。</p>
<p>41. If any party submits to CAAI a Request for Consolidation in compliance with the requirements of Art. 28.3 together with payment of non-refundable fee of USD 2,500, CAAI will decide and act in accordance with Art. 28.</p>	<p>41. 當事人向本中心提交合併聲請書，符合第 28.3 條之規定，且已繳付不退還之美金 2,500 元者，本中心依第 28 條准駁之。</p>
<p>42. If the parties reach settlement of their dispute before the Tribunal makes the final award, the parties may request the Tribunal to record their settlement as a consent award (Art. 35.1), otherwise the Tribunal will make a Termination Order (Art. 35.2). Both will terminate the arbitration: Art. 36.1.</p>	<p>42. 當事人於仲裁庭作成最終仲裁判斷前達成和解者，得聲請仲裁庭作成和解判斷（請參閱第 35.1 條）；未為前揭聲請者，仲裁庭作成仲裁終止之裁斷（請參閱第 35.2 條）。兩者均終止仲裁程序（請參閱第 36.1 條）。</p>
<p>43. After the Tribunal declares the closure of proceedings within six months from the date of its constitution (unless extended by CAAI: Art. 30.1), the parties cannot submit further evidence or make further submissions unless the Tribunal reopens the proceedings upon a party's request or on its own initiative (Arts. 30.2 and 30.3).</p>	<p>43. 仲裁庭於組成之日起六個月內宣示審理終結後（本中心展延期限者，不在此限：請參閱第 30.1 條），除仲裁庭依當事人之聲請或依職權再開審理外，當事人不得再提示證據或陳述（請參閱第 30.2 及 30.3 條）。</p>

<p>44. CAAI may request supplementary deposits from the parties as necessitated by additional fees and expenses incurred by the Tribunal, CAAI or other circumstances (Art. 42.4).</p>	<p>44. 本中心為支付仲裁庭、本中心或其他情事所生額外報酬及費用，得要求當事人增繳預付費用（請參閱第 42.4 條）。</p>
<p>AWARD AND TERMINATION OF ARBITRATION</p>	<p>仲裁判斷及仲裁程序終止</p>
<p>45. After the Tribunal makes the final award within six weeks from the date of closure (unless extended by CAAI: Art. 33.1), CAAI will provide certified copies of the signed award to the parties only after the parties fully settle all payment requests (Art. 34.3, Schedule 2 Section 6, or Schedule 3 Section 6).</p>	<p>45. 仲裁庭應於審理終結之日起六週內，作成最終仲裁判斷（本中心展延期限者，不在此限：請參閱第 33.1 條）。本中心於其付款要求獲全額給付後，提供當事人前述仲裁判斷正本（請參閱第 34.3 條，附件 2 第 6 條或附件 3 第 6 條）。</p>
<p>46. In the interests of time and costs management, CAAI closely monitors the arbitral proceedings but does not scrutinise awards. However, it may review any draft awards and comment on non-substantive issues upon the Tribunal's request.</p>	<p>46. 為節省案件時間並控管費用，本中心嚴格管理仲裁程序，但不審查仲裁判斷。本中心依仲裁庭之要求，仍得檢視仲裁判斷書稿，並就非實體爭議提出意見。</p>
<p>47. If a party makes any of the following requests to the Tribunal, such party should comply with the requirements and time limits specified in the relevant provisions:</p> <p>(a) Request for correction of award: Art. 37.1(a);</p> <p>(b) Request for interpretation of award: Art. 37.1(b);</p> <p>(c) Request for additional award: Art. 38.1.</p>	<p>47. 當事人因下列事由向仲裁庭提出聲請，該當事人應遵守相關條文之規定及期限：</p> <p>(a) 仲裁判斷之更正：第 37.1(a)條。</p> <p>(b) 仲裁判斷之解釋：第 37.1(b)條。</p> <p>(c) 補充仲裁判斷：第 38.1 條。</p> <p>就「仲裁判斷之特定事項或部分」提出解釋（請參閱第</p>

<p>Interpretation of “a specific point or part of the award” (Art. 37.1(b)) is confined to clarification of ambiguity in expression, and therefore cannot involve revisiting or elaborating upon the reasons for the award or otherwise modifying the original decision.</p>	<p>37.1(b)條)，限於澄清仲裁判斷文義不明部分，不得實質變更或補充原仲裁判斷之理由，亦不得變更原仲裁判斷之決定。</p>
<p>48. Any of the following will terminate the arbitration (Art. 36.1):</p> <ul style="list-style-type: none"> (a) the Tribunal’s final award; (b) the parties’ settlement; (c) the Tribunal’s Termination Order issued pursuant to the grounds specified in Art. 36.2. 	<p>48. 下列任一事項將終止仲裁程序（請參閱第 36.1 條）：</p> <ul style="list-style-type: none"> (a) 仲裁庭作成最終判斷。 (b) 當事人達成和解。 (c) 仲裁庭依第 36.2 條作出仲裁終止之裁斷。
<p>ETHICS</p>	<p>倫理規範</p>
<p>49. CAAI Code of Ethics for Arbitrators and Parties (“Code of Ethics”) safeguards the integrity and professionalism in the conduct of arbitration. Part I governs arbitrators, whereas Part II governs the parties and their representatives.</p>	<p>49. 本中心仲裁人暨當事人倫理規範（下稱「倫理規範」）旨在確保仲裁程序之廉正及專業。第一節規範仲裁人，第二節規範當事人及其代理人。</p>
<p>50. A party shall ensure that all of its representatives agree to comply with Part II of the Code of Ethics as a condition of their representation, as any contravention by a party’s representative shall be deemed to be contravention by that party (Code of Ethics para 6).</p>	<p>50. 當事人應確保其所有代理人同意遵守倫理規範第二節，以作為委任代理之條件；當事人之代理人違反倫理規範者，視為當事人本人之所為（請參閱倫理規範第 6 段）。</p>

<p>51. Contravention of Part II of the Code of Ethics includes:</p> <ul style="list-style-type: none"> (a) engaging in unauthorised unilateral communication (Code of Ethics para 7); (b) engaging in activities to obstruct the arbitration or jeopardise the award (Code of Ethics para 8); (c) knowingly deceiving or misleading the Tribunal or CAAI (Code of Ethics para 9); and (d) acting in breach of confidentiality (Code of Ethics para 10). 	<p>51. 違反倫理規範第二節之行為包括下列：</p> <ul style="list-style-type: none"> (a) 擅自進行單方接觸（請參閱倫理規範第 7 段）； (b) 阻礙仲裁程序或妨害仲裁判斷（請參閱倫理規範第 8 段）； (c) 惡意欺瞞或誤導仲裁庭或本中心（請參閱倫理規範第 9 段）； (d) 違反保密規定（請參閱倫理規範第 10 段）。
<p>52. If a party makes a written complaint to the Tribunal against another party's contravention of any provision in Part II (Code of Ethics para 11.1), the Tribunal will decide and may, depending on the nature and severity of the contravention, take any of the following measures (Code of Ethics para 11.2):</p> <ul style="list-style-type: none"> (a) give warning; (b) make adverse inferences; (c) order costs or sanctions; (d) suspend the party representative(s) from the arbitration. 	<p>52. 一方當事人對他方當事人違反第二節之行為提出書面陳訴時（請參閱倫理規範第 11.1 段），由仲裁庭決定他方當事人是否有違反規範行為，並得審酌該行為之性質及嚴重性採取下列措施（請參閱倫理規範第 11.2 段）：</p> <ul style="list-style-type: none"> (a) 警告； (b) 作成不利之推論； (c) 作成費用或裁罰之裁斷； (d) 暫停該當事人之代理人參與該仲裁事件。

<p>53. If a party affected by an arbitrator's contravention of any provision of Part I of the Code of Ethics makes a written complaint to CAAI, CAAI will make a written decision in accordance with Code of Ethics para 5. CAAI may, depending on the nature and severity of the contravention, take any of the following measures (Code of Ethics para 5.4):</p> <ul style="list-style-type: none"> (a) give warning; (b) deduct payment of fees and expenses; (c) terminate or revoke appointment as arbitrator in the specific case; (d) suspend appointment as arbitrator for a specified period; (e) remove from CAAI List of Arbitrators. 	<p>53. 仲裁人違反倫理規範第一節規定時，受影響之當事人得向本中心提出書面陳訴。本中心將依倫理規範第5段作成書面決定。如本中心決定確有違反行為，得審酌該行為之本質及嚴重性採取下列措施（請參閱倫理規範第5.4段）：</p> <ul style="list-style-type: none"> (a) 警告； (b) 扣減仲裁人報酬及費用； (c) 撤銷其擔任本案件仲裁人之職務； (d) 限期停止其擔任本中心仲裁人之資格； (e) 自本中心仲裁人名冊除名。
<p>54. If the relevant party or arbitrator who is dissatisfied with CAAI's decision applies to CAAI to review such decision in accordance with Code of Ethics para 5.5, CAAI may either dismiss such application or make one final review decision (Code of Ethics para 5.6).</p>	<p>54. 如相關當事人或仲裁人對依倫理規範第5.4段所作成之本中心決定不服，得依倫理規範第5.5段向本中心聲請再審議。本中心得駁回聲請或作成終局之再審議決定（請參閱倫理規範第5.6段）。</p>

FINANCIAL MANAGEMENT	費用管理
<p>55. The Tribunal will, promptly after its constitution, notify CAAI of its confirmation of CAAI’s determination of Deposit for Costs (Art. 42.1) as well as its confirmation or determination of the amount in dispute (Art. 43.1).</p>	<p>55. 仲裁庭於組成後，應儘速告知本中心其對本中心所核算預付費用之確認（請參閱第 42.1 條）以及對爭議金額之確認或核算（請參閱第 43.1 條）。</p>
<p>56. Article 43.2 provides a non-exhaustive list of the Costs of Arbitration. The following elaborates on some of these items.</p> <p>(a) Tribunal’s fees: If the Tribunal’s fees are to be determined pursuant to Schedule 2 (hourly rate), CAAI will determine, at the time of confirmation of appointment, the hourly rates after consulting with the arbitrators, and cannot exceed maximum hourly rate of USD 1,000 (Art. 44.2). If the Tribunal’s fees are to be determined pursuant to Schedule 3 (amount in dispute), CAAI will determine the fees payable to each arbitrator within the prescribed minimum and maximum amounts in Schedule 3 Section 5 after consulting with the arbitrators. In all cases, CAAI will require all arbitrators to provide statements of time already spent and estimates of time to be spent.</p> <p>(b) Tribunal’s expenses: An arbitrator who is required to travel outside his or her habitual residence for the purpose of the arbitration is entitled to reimbursement of travel expenses of business class or its equivalent, together with a daily allowance of either USD 700 if overnight</p>	<p>56. 第 43.2 條例示仲裁費用之項目，以下就部分項目加以說明：</p> <p>(a) 仲裁庭報酬：如仲裁庭報酬依附件 2（按小時費率）核定，本中心經與仲裁人商議後，確認仲裁人選定時核定費率，且該費率不得超過每小時美金 1,000 元（請參閱第 44.2 條）。如仲裁庭報酬依附件 3（按爭議金額）核定，本中心經與仲裁人商議後，確認仲裁人選定時依附件 3 第 5 條所定最低及最高額度內核算其報酬。於任何情形下，本中心將請全體仲裁人以書面提供案件已花費之時數及未完成之預估時數。</p> <p>(b) 仲裁庭費用：仲裁人因仲裁案件而需離開經常居住地者，得依商務或相當之座（艙）位報銷其差旅費。有隔夜住宿需求者，另有每日津貼美金 700 元；若無隔夜住宿需求，另有每日津貼美金 200 元。</p> <p>(c) 本中心費用：本中心管理費用依第 45.1 條之表格，</p>

<p>accommodation is required, or USD 200 if overnight accommodation is not required.</p> <p>(c) CAAI's fees: Administrative fees will be based on the amount in dispute and determined pursuant to the table in Art. 45.1. Other specific fees are specified throughout the Rules (and reproduced in this Guide).</p> <p>(d) Fees and expenses of any Tribunal secretary: These will be determined by the Tribunal after consulting with the parties.</p>	<p>按爭議金額核算之。其他費用見於本規則之相關條文，同時列於本手冊中。</p> <p>(d) 仲裁庭秘書之報酬與費用：由仲裁庭與當事人商議後核定。</p>
<p>57. As the full Costs of Arbitration cannot be predicted at the outset of the arbitration, CAAI may require multiple deposits from the parties, usually in the following stages:</p> <p>(a) commencement of arbitration (initial deposit);</p> <p>(b) after the Tribunal's confirmation of the Costs of Arbitration;</p> <p>(c) after establishment of the Terms of Reference and Procedural Timetable, and/or any joinder or consolidation of arbitrations; and</p> <p>(d) after hearings or closure of proceedings.</p>	<p>57. 仲裁程序剛開始尚無法精確估計仲裁費用時，本中心得分次請當事人於下列時點繳納預付費用：</p> <p>(a) 仲裁之開始（初次預付費用）。</p> <p>(b) 仲裁庭確認仲裁費用後。</p> <p>(c) 審理範圍書及程序時間表作成後，或追加當事人、仲裁程序合併後。</p> <p>(d) 詢問會或審理終結後。</p>
<p>58. The applicable currency for payments to CAAI is USD (United States Dollars): Art. 46. The parties should make all payments in accordance with CAAI's payment requests, and should pay all bank charges and taxes applicable to each payment.</p>	<p>58. 本中心付款要求使用之幣別為美金（請參閱第46條）。當事人應依本中心之付款要求繳付並負擔相關銀行費用及稅費。</p>

<p>Any payment by third party (e.g. paid by a party's representative or counsel rather than by the party directly) should be accompanied by evidence of the legal relationship between such third party payer and the party.</p>	<p>任何由第三方繳付之款項（例如由當事人之代理人或律師繳付，而非由當事人直接繳付者），均應提供證據說明該第三方與當事人間之法律關係。</p>
<p>59. If the parties fail to pay any of the deposits requested by CAAI, the Tribunal or CAAI or may suspend or terminate the arbitration: Art. 42.5.</p>	<p>59. 如當事人未繳付本中心要求之預付費用，仲裁庭或本中心得暫停或終止仲裁程序（請參閱第 42.5 條）。</p>
<p>60. CAAI may return any unused portion of the Deposit for Costs to the parties after termination of arbitration (Art. 42.8), depending on the timing, nature and other circumstances of termination. As a general guide:</p> <p>(a) Termination by the Tribunal's final award: the Tribunal's final award will render an account to the parties of the deposits received by CAAI (Art. 42.6);</p> <p>(b) Termination by the parties' settlement: either the Tribunal's consent award or Termination Order will determine the Costs of Arbitration and render an account to the parties of the deposits received by CAAI (Art. 43.6);</p> <p>(c) Termination by withdrawal of claim before the Tribunal's constitution: for deposits attributed to CAAI's fees and expenses, CAAI may return one-third to the parties in equal shares. For deposits attributed to the Tribunal's fees and expenses, CAAI may, depending on the circumstances of appointment of arbitrators, return a proportionate amount to the parties in</p>	<p>60. 仲裁程序終止後，本中心得依終止之時點、性質及其他相關情形，退還預付費用中未使用之部分（請參閱第 42.8 條）。退費原則如下所示：</p> <p>(a) 因最終判斷而終止：仲裁庭將於其最終判斷中列明本中心所收預付費用之帳目（請參閱第 42.6 條）。</p> <p>(b) 因當事人和解而終止：仲裁庭將於其和解判斷或仲裁終止裁斷中核定仲裁費用並列明本中心所收預付費用之帳目（請參閱第 43.6 條）。</p> <p>(c) 因當事人在仲裁庭組成前即撤回請求而終止：預付費用中原定支付本中心管理費用者，本中心得退還三分之一；預付費用中原定支付仲裁庭之報酬與費用者，本中心得視仲裁人選定情形按比例平均退還各當事人。</p> <p>(d) 因當事人在仲裁庭組成後撤回請求而終止：當事人</p>

equal shares.

(d) Termination by withdrawal of claim after the Tribunal's constitution:

there will be no refund of deposits attributed to CAAI's fees and expenses for withdrawal after the Tribunal's constitution.

For deposits attributed to the Tribunal's fees, if Schedule 3 (amount in dispute) applies, and the withdrawal is made before the first day of hearing, CAAI may, depending on the circumstances of the arbitration, return a proportionate amount to the parties in equal shares. However, there will be no refund for withdrawal after the first day of hearing has begun. If Schedule 2 (hourly rate) applies, CAAI may, after settling the Tribunal's fees for the hours spent, return any unused deposits to the parties in equal shares.

For deposits attributed to the Tribunal's expenses, CAAI may return any unused deposits to the parties after settling such expenses.

於仲裁庭組成後撤回請求，預付費用中原定支付本中心費用部分不予退還。

預付費用中原定支付仲裁人之報酬部分，如仲裁庭之報酬係依附件 3（爭議金額）核算，且當事人在詢問會第一日前撤回請求，本中心得視案件進行情況，依比例支付仲裁庭，剩餘部分平均退還各當事人；若當事人在詢問會第一日或其後撤回請求，將不予退還。如仲裁庭之報酬係依附件 2（小時費率）核算，本中心將於支付仲裁人已投入時數之報酬後，剩餘部分平均退還各當事人。

預付費用中原定支付仲裁庭費用部分，實報實銷。

APPENDIX 1: Potential Issues for Parties' Agreement	附錄 1：當事人得約定之事項
<p>(a) Means of communication and service requirements: Art. 5</p> <p>(b) Multiple contracts in single arbitration: Art. 9.2(a)</p> <p>(c) Number of arbitrators (other than three): Art. 10</p> <p>(d) Seat of Arbitration: Art. 19.1</p> <p>(e) Language of arbitration: Art. 20.1</p> <p>(f) Statement of Claim (Art. 21) and Statement of Defence (Art. 22)</p> <p>(g) Evidence and hearings: Arts. 24.3, 24.5, 24.8</p> <p>(h) Tribunal-appointed expert: Art. 25.1</p> <p>(i) Emergency Measures: Art. 26.1 (Schedule 1 sections 1.1, 2.3, 5.1, 7.4, 7.10(d))</p> <p>(j) Interim Measures: Art. 26.2</p> <p>(k) Consolidation of arbitrations: Art. 28.1(a)</p> <p>(l) Applicable law for substance of dispute: Art. 31.1</p> <p>(m) <i>Amiable compositeur</i> or <i>ex aequo et bono</i>: Art. 31.3</p> <p>(n) Award without reasons: Art. 34.2(c) or 41.4(f)</p> <p>(o) Termination of arbitration: Art. 36.2(a)</p> <p>(p) Any changes to confidentiality: Art. 39.1</p> <p>(q) Expedited Procedure: Art. 41.1(b)</p> <p>(r) Interest on awarded sum: Art. 43.7</p> <p>(s) Choice of hourly rate or amount in dispute for determining the Tribunal's fees: Art. 44.1</p> <p>(t) Any other modifications of the Rules: Art. 1.2</p>	<p>(a) 通訊方式及送達之規定：第 5 條</p> <p>(b) 複數契約之單一仲裁程序：第 9.2(a)條</p> <p>(c) 仲裁人人數（約定 3 人以外之情形）：第 10 條</p> <p>(d) 仲裁地：第 19.1 條</p> <p>(e) 仲裁語言：第 20.1 條</p> <p>(f) 仲裁請求理由書（第 21 條）及仲裁答辯理由書（第 22 條）</p> <p>(g) 證據與詢問會：第 24.3、24.5、24.8 條</p> <p>(h) 仲裁庭選定之專家：第 25.1 條</p> <p>(i) 緊急措施：第 26.1 條（附件 1 第 1.1、2.3、5.1、7.4、7.10(d)條）</p> <p>(j) 臨時措施：第 26.2 條</p> <p>(k) 仲裁程序之合併：第 28.1(a)條</p> <p>(l) 實體爭議之適用法律：第 31.1 條</p> <p>(m) 友好仲裁人或公平及善意原則：第 31.3 條</p> <p>(n) 仲裁判斷不附具理由：第 34.2(c)或 41.4(f)條。</p> <p>(o) 仲裁程序之終止：第 36.2 (a)條</p> <p>(p) 對於保密之變更：第 39.1 條</p> <p>(q) 簡易仲裁程序：第 41.1(b) 條</p> <p>(r) 應受判斷之利息：第 43.7 條</p> <p>(s) 選擇按小時費率或爭議金額核定仲裁庭之報酬：第 44.1 條</p> <p>(t) 對於本規則之其他變更：第 1.2 條</p>

APPENDIX 2: Potential Applications by Parties to CAAI		附錄 2：當事人得向本中心聲請之事項	
<i>Applications before Tribunal's constitution</i>	<i>Other applications</i>	<i>仲裁庭組成前</i>	<i>其他聲請</i>
<ul style="list-style-type: none"> • Extension of time limit: Art. 6.1 • Single Notice of Arbitration for multiple contracts: Art. 9 • Appointment of arbitrator due to the other party's default: Art. 12.1 • Jurisdictional challenge: Art. 18.1 • Emergency Measures: Art. 26.1 (Schedule 1 Section 1) • Joinder of Additional Party: Art. 27.7 • Withdrawal of claim: Art. 36.2(b) • Expedited Procedure: Art. 41 	<ul style="list-style-type: none"> • Challenge of arbitrator: Art. 16 • Consolidation of arbitrations: Art. 28 • Withdrawal of claim: Art. 36.2(b) • Arbitrator's contravention of Code of Ethics Part I (Code of Ethics para 5) • Disagreement on Terms of reference (CMC Guidelines para 9.2) 	<ul style="list-style-type: none"> • 展延期限：第 6.1 條 • 複數契約之單一仲裁聲請書：第 9 條 • 因他方當事人怠於行為而聲請由本中心選定仲裁人：第 12.1 條 • 管轄權之異議：第 18.1 條 • 緊急措施：第 26.1 條（附件 1 第 1 條） • 追加當事人：第 27.7 條 • 撤回請求：第 36.2 (b) 條 • 簡易仲裁程序：第 41 條 	<ul style="list-style-type: none"> • 仲裁人迴避：第 16 條 • 仲裁程序之合併：第 28 條 • 撤回請求：第 36.2 (b) 條 • 仲裁人違反倫理規範第一節（倫理規範第 5 段） • 就審理範圍書之事項無法達成合意（案件管理會議指引第 9.2 段）

APPENDIX 3: Potential Applications by Parties to the Tribunal		附錄 3：當事人得向仲裁庭聲請之事項	
<i>Applications before the award</i>	<i>Applications after the award</i>	<i>仲裁判斷作成前</i>	<i>仲裁判斷作成後</i>
<ul style="list-style-type: none"> • Extension of time limit: Art. 6.1 • Jurisdictional challenge: Art. 18.2 • Amendment or Supplement: Art. 23 • Interim Measures: Art. 26 • Joinder of Additional Party: Art. 27 • Reopening after closure of proceedings: Art. 30.3 • Consent award for settlement: Art. 35.1 • Withdrawal of claim: Art. 36.2(b) • Party's contravention of confidentiality: Art. 39.5 • Party's contravention of Code of Ethics Part II (Code of Ethics para 11) • Amendment to Procedural Timetable (CMC Guidelines para 8.1) 	<ul style="list-style-type: none"> • Correction of award: Art. 37.1(a) • Interpretation of award: Art. 37.1(b) • Additional award: Art. 38 	<ul style="list-style-type: none"> • 展延期限：第 6.1 條 • 管轄權之異議：第 18.2 條 • 修正或補充：第 23 條 • 臨時措施：第 26 條 • 追加當事人：第 27 條 • 再開審理：第 30.3 條 • 和解判斷：第 35.1 條 • 撤回請求：第 36.2 (b)條 • 他方當事人違反保密規定：第 39.5 條 • 他方當事人違反倫理規範第二節（倫理規範第 11 段） • 修正程序時間表（案件管理會議指引第 8.1 段） 	<ul style="list-style-type: none"> • 仲裁判斷之更正：第 37.1(a)條 • 仲裁判斷之解釋：第 37.1(b)條 • 補充仲裁判斷：第 38 條