

Annex 2

World Arbitration Center Guidelines for Assisting *Ad Hoc* Arbitration under the UNCITRAL Arbitration Rules

Article 1 Application of the Guidelines

1. Where the parties have agreed to submit a dispute to an *ad hoc* arbitration in accordance with the UNCITRAL Arbitration Rules and agreed that The World arbitration Centre (the “**Centre**”) to act as the appointing authority or to provide other assistance, the Guidelines for Assisting *Ad Hoc* Arbitration under the UNCITRAL Arbitration Rules (the “**Guidelines**”) formulated by the Centre will apply.
2. Unless otherwise agreed by the parties, the UNCITRAL Rules referred to by the Guidelines denotes the 2013 version of the UNCITRAL Rules. Where the parties agree that any other version of the UNCITRAL Rules to be applied, the Guidelines applies *mutatis mutandis*.

Article 2 Seat of the Arbitration

Where the parties have agreed on the seat of the arbitration, their agreement shall prevail. Absent such agreement, the arbitral tribunal shall determine the seat of the arbitration, taking into account the relevant circumstances of the arbitration.

Article 3 Commencement of Arbitration

1. The Claimant may send out a Notice of Arbitration to the Respondent directly. Such Notice of Arbitration shall include a statement of facts in relation to the dispute, the relief sought for arbitration, the arbitrator appointed or proposed by the Claimant and the time limit required for the Respondent to appoint or propose an arbitrator.
2. The proceedings of the *ad hoc* arbitration shall commence on the date when the

Respondent receives the Notice of Arbitration.

Article 4 The Appointing Authority

1. The parties of *ad hoc* arbitration may agree that the Centre or the President of the Centre (the “**President**”) shall serve as an appointing authority. Where the parties agree that the Centre shall serve as an appointing authority, the President shall perform the duties on behalf of the Centre.
2. If the Respondent, within the time period agreed by the parties, or without agreed time period but within twenty (20) days after the receipt of the Notice of Arbitration, fails to appoint an arbitrator, the Claimant may request the President to appoint an arbitrator for the Respondent.
3. If the Claimant and the Respondent, within the time period agreed by the parties, or without agreed time period but within twenty (20) days from the date of the appointment of the second arbitrator, fail to appoint a presiding arbitrator, the President may appoint a presiding arbitrator at the request of any party to form an arbitral tribunal.
4. The Claimant and the Respondent may also jointly agree that the Centre or the President shall appoint the sole arbitrator or all three arbitrators of the *ad hoc* arbitral tribunal.
5. If the parties have agreed that a sole arbitrator is to be appointed and if within twenty (20) days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by the President.
6. When appointing an arbitrator, the President shall consider the arbitrator’s experience of and expertise on the specific disputes, taking into account the regions, nationalities, time available for handling the case and reputation of the arbitrator, and shall ensure the independence and impartiality of the arbitrator.
7. Where any party applies for a challenge to an arbitrator, the President shall make a final decision on the challenge.
8. If the President decides to accept the challenge against an arbitrator, the President

may indicate the procedure and time period for appointing a substitute arbitrator in the decision.

9. When appointing the arbitrator(s), making decision on the challenge of the arbitrator(s) and appointing the substitute arbitrator(s), the President of the Centre shall follow the procedure set out by the UNCITRAL Rules. Absent such procedure, the President may act in accordance with the WAC Arbitration Rules *mutatis mutandis*.

Article 5 Notice of Arbitration

The Claimant shall submit a Notice of Arbitration in writing in accordance with the relevant provisions of the UNCITRAL Arbitration Rules and pay a registration fee and other fees in accordance with Articles 7 and 8 of the Guidelines.

Article 6 Other Assistance

1. Where the Parties have agreed to appoint arbitrator(s) from among the Panel of Arbitrators of the Centre, the Centre may provide the Panel of Arbitrators to the parties for reference.
2. Where one or both parties request the Centre to provide services in relation to collection of the deposit for arbitration fees, financial management, secretary service, hearing or conference facilities, hearing transcription, translation and any other services, the Centre may assist to provide such services.
3. Where the parties request the Centre to forward the application for property preservation, evidence preservation, conduct preservation and any other interim measures to the competent court, the Centre may assist to forward such application.

Article 7 Administrative Fees for Assisting *Ad Hoc* Arbitration

1. Where the parties submit a dispute to an *ad hoc* arbitration in accordance with the UNCITRAL Arbitration Rules and request the Centre or the President of the Centre act as appointing authority, the following administrative fees shall be paid:

- (a) where the Centre or President appoints arbitrators or replacement of arbitrators, the Centre shall charge a fee of HKD 10,000 for appointing one arbitrator, HKD 15,000 for appointing two arbitrators, and HKD 20,000 for appointing three arbitrators;
 - (b) where the President determines a challenge to arbitrator, the Centre shall charge a fee between HKD 20,000 and HKD 30,000 for each decision. The Centre shall determine the amount of such fee, taking into account the relevant circumstance of the arbitration;
 - (c) where the Centre provides financial administration services for the arbitration, it shall charge an administrative fee in the amount of 0.2% of the total costs of arbitration. Such fee shall be between a minimum of HKD 5,000 and a maximum of HKD 100,000.
2. Where the party or parties request the Centre to provide with other assistance, an administrative fee shall be charged as follows:
- (a) where a party requests the Centre to forward an application for preservation or interim measures, the Centre shall charge a fee of HKD 10,000 for each application; and
 - (b) where a party requests the Centre to provide other service(s) under Paragraph 2 of Article 6, the Centre shall charge an administrative fee on the basis of the actual or reasonable costs of such service(s).
3. The administrative fee charged by the Centre as above does not include arbitrator's remuneration or other actual expenses.

Article 8 Deposit of Costs of Arbitration

1. The Claimant shall deposit the payment of the administrative fees upon submitting the Notice of Arbitration to the Centre. The amount of such fee shall be determined by the Centre, with due consideration being given to the relevant circumstance of the arbitration.
2. After formation of the arbitral tribunal, the parties shall, pursuant to either an agreement between them or to a direction of the arbitral tribunal, deposit the

payment of the fees and expenses of the arbitrators.

3. Where the arbitral tribunal considers it necessary, it may require the parties to make further deposits of the costs of the arbitration during the course of the arbitral proceedings.
4. If a party fails to make a required deposit of costs of the arbitration, the Centre or the arbitral tribunal shall notify the other party, and shall provide the other party an opportunity to make such deposit within a specified period of time. If the other party fails to make such deposit, the Centre may recommend the arbitral tribunal either to proceed the arbitral proceedings in a manner the arbitral tribunal considers appropriate, or to suspend or terminate the proceedings.

Article 9 Coming into Force

The Guidelines shall become effective as from 1 January 2020.