World Arbitration Centre ‖ Arbitration Service in the Global Horizon

Arbitration Rules

（Effective as from 1 January 2020)

The World Arbitration Centre (WAC) is a permanent commercial arbitration institution incorporated in Hong Kong in June 2019 under the Hong Kong Business Registration Ordinance. The World Arbitration Center is completely independent of the government or other public authorities, and aims to provide an independent, impartial and professional dispute resolution platform for arbitration users worldwide in order to finally resolve contractual or non-contractual commercial disputes through arbitration in a fair, expeditious and economical way.

The Arbitration Rules of the World Arbitration Center (WAC Arbitration Rules), which are based on Hong Kong's mature experience on rule of law, absorb the essence of the Eastern and Western arbitration cultural traditions, draw on the strengths of others and introduce new ideas, embrace a set of self-sufficient rules and a comprehensive framework for the parties to resolve disputes through arbitration administered by the Center. In accordance with these rules, the Center will provide a full range of procedural management services including acceptance of case, collection of deposit, commencement of proceedings, transfer of files to the arbitral tribunal, procedural assistance, award scrutiny and etc. Under the WAC Arbitration Rules the parties and the arbitral tribunal enjoy a high degree of autonomy. The Rules also sets out more detailed rules of evidence, including the IBA evidence-taking rules and the Prague rules as options to help the parties and the arbitral tribunal find the right way for facts finding and liability determining at earliest possible. The WAC Fee Schedule annexed to the Rules is intended to clarify the affordability and predictability of the costs of arbitration so that arbitration users can access to justice in arbitration.

Model Arbitration Clause

The World Arbitration Centre recommends the following arbitration clause to the parties who are interested in using WAC arbitration services. The clause may be incorporated into the underlying contract prior to the occurrence of dispute, or made by the parties after the dispute arises.

"*Any and all disputes arising out of or relating to this contract shall be referred to and finally resolved by arbitration administered by the World Arbitration Centre (WAC)， a permanent arbitration institution registered and established in Hong Kong, under the WAC Arbitration Rules being in force when the Notice of Arbitration is submitted.*

The arbitration documents shall be served upon the parties through the following email addresses:

Party A's email..., Party B's email..., Party C's email..."

If necessary, the parties may also add the following elements, for example:

" The applicable law of arbitration clause shall be __ law (insert jurisdiction)";

"The seat of arbitration shall be ___ (insert a city)";

"The number of arbitrators shall be ___ (choose one or three)";

"The language of arbitration shall be ___ (insert a language)".

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World Arbitration Centre
ARBITRATION RULES

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CHAPTER I GENERAL PROVISIONS

Article 1 World Arbitration Centre

1. World Arbitration Centre (the "**Centre**") is a permanent arbitration institution registered and established in Hong Kong.

2. The primary function of the Centre is to administer under its arbitration rules (the " **Rules**") the resolution of disputes, which are resolved by the arbitral tribunals. The Centre is the only body authorized to administer arbitrations under the Rules, including the scrutiny, approval of and stamp on the arbitral awards made under the Rules.

3. The President of the Centre (the "**President**") has the power to made decision under the Rules. The President has also the power the made decision on behalf of the Centre.

4. The Centre is assisted in its work by the Secretariat of the Centre (the "**Secretariat**") under the direction of its Secretary General (the "**Secretary General**"). For each case, the Secretariat shall designate a member of its staff as the Case Manager, who shall attend to procedural administration and the provision of services relating to the case.

5. The Centre takes cognizance of commercial dispute cases of contractual or non-contractual nature, no matter they are domestic or international.

6. If the parties agree to submit their disputes to the Centre for arbitration, or if the parties agree to arbitration by the Centre under these Rules, or if the parties have agreed arbitration by the Centre but failed to designate the applicable rules, or if the parties have agreed to arbitration by Hong Kong's arbitration body and it can be assumed to be arbitration by the Centre, then the Court is deemed to be authorized to administer the arbitration.

Article 2 Application of the Rules

1. Where the parties have agreed to arbitration by the Centre, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to the Rules unless otherwise agreed by the parties.

2. Where the parties have agreed on the application of other arbitration rules or on a modification of the Rules, the parties' agreement shall prevail unless such agreement cannot be implemented or is in conflict with a mandatory provision of the law applicable to arbitration proceedings. Where the parties have agreed on the application of other arbitration rules, the Centre, the President and the Secretariat shall perform the functions and duties in lieu of the arbitration body, its chairman or its secretariat of any other arbitration institute under the applicable rules.

3. Where there is any inconsistency between any special rules or guidelines stipulated by the Centre and the Rules, the special rules or guidelines shall prevail. As to matters not covered in those special rules or guidelines, the relevant provisions in the Rules shall apply.

4. As to matters not covered in the Rules, the Centre, the President, the Secretariat and the arbitral tribunal shall have the power to decide to proceed the arbitral proceedings in a way they consider appropriate.

Article 3 *Ad Hoc* Arbitration Assisted by the Centre

1. Where the parties have agreed that an *ad hoc* arbitration be assisted by the Centre, the Centre may provide with the assistance. When assisting the *ad hoc* arbitration, the Centre shall act in the spirit of *bona fide*, cooperation, neutrality, economy and efficiency.

2. The measures provided by the Centre in aid of *ad hoc* arbitration include but are not limited to acting as the appointing authority by the Centre, the President or the Secretary General, deciding on challenge to the arbitrator in *ad hoc* arbitration, providing secretary service, collecting deposit for arbitration fees and making the correspondent payment, providing the hearing facilities and any other services facilitating the *ad hoc* arbitration.

3. Where the parties have agreed ad hoc arbitration in accordance with the UNCITRAL Rules, the Centre may provide assistance pursuant to its Procedural Guidelines Regarding Application of the UNCITRAL Rules.

4. Where the parties have agreed *ad hoc* arbitration to be conducted according to the rules tailored by the parties or determined by the arbitral tribunal, the Centre provides assistance as per rules. Where the rules are absent, the Centre may assist in accordance with the procedural law of the seat of arbitration.

5. Upon agreement by the parties or decision by the arbitral tribunal, the relevant provisions of the Rules may be referred to as guidelines when the *ad hoc* arbitration rules are formulated, or apply directly.

Article 4 General Rules for Conduct of the Participants to Arbitration

1. The participants to arbitration shall act in good faith throughout the arbitration proceedings.

2. In all matters not expressly provided for in the Rules, the Centre, the arbitral tribunal, the parties and other participants to the arbitration shall act in the spirit of the Rules and shall make every reasonable effort to ensure a fair, efficient and expeditious conclusion of the arbitration and the enforceability of any award in law.

3. Where one party or or its representative breaches the aforesaid rules of conduct, the arbitral tribunal shall have the power, in light of the nature, the degree and the effect of such a misconduct, to determine that such party shall bear the corresponding consequences therefrom.

Article 5 Seat of Arbitration

1. Where the parties have agreed on the seat of arbitration, such agreement shall prevail.

2. Where the parties have not agreed on the seat of arbitration, the seat of arbitration shall be the domicile of the Centre. The Centre may also determine

the seat of arbitration be a location other than the domicile of the Centre after taking into consideration of the circumstances of the case.

3. The arbitration award shall be deemed as having been made at the seat of arbitration.

Article 6 Language of Arbitration

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

2. In the absence of such agreement, prior to the formation of the arbitral tribunal, the Centre may, taking into consideration of the relevant circumstances including the language of the contract, make a preliminary decision on the language to be used in the arbitral proceedings. After the formation of the arbitral tribunal, the arbitral tribunal shall make a final decision on the language to be used.

3. Where the parties have agreed upon the use of two or more languages in the arbitral proceedings, the arbitral tribunal may, upon obtaining consent from the parties, determine to adopt one language. If the parties fail to reach a unanimous agreement thereon, the arbitral proceedings may be conducted in multiple languages agreed by the parties, in which case the resulting additional costs shall be borne by the parties.

4. Where a party or its representative or witness requires interpretation at an oral hearing, the party shall provide or request the Centre to provide an interpreter(s) at the expense of the requesting party.

5. The arbitral tribunal and/or the Centre may, if it considers necessary, request the parties to submit a corresponding version of the documents and evidence by the parties in the language used in the arbitral proceedings.

Article 7 Service

1. Where the parties have agreed upon the means of service, such agreement shall prevail.

2. Unless otherwise agreed by the parties, all written documents, notices and materials in relation to the arbitration may be delivered in person or sent by mail, fax, email, any other means of electronic data interchange that can provide a record of delivery, or by any other means the Centre considers appropriate.

3. Any arbitration document, notice or material sent by the Centre to a party or its representative shall be deemed to have been properly delivered if:
   a) it is delivered to the recipient's email address, and the status bar of the Centre's outbox shows that the e-mail has successfully arrived at the e-mail server of the recipient;
   b) it is delivered to the place of business, domicile, place of residence, address indicated on household registration or on the identification card, address confirmed with the Centre orally or in writing, any effective address for external use, address provided in the parties' agreements or any other address deemed appropriate by the Centre;
   c) it is delivered to the addressee's last known mailing address by post or by any other means that provides a record of delivery, if none of the foregoing addresses can be found after reasonable inquiries.

4. The subsequent arbitration documents, notices or materials may be delivered to the original service address of the addressee, if a party or its representative changes its address after having received the arbitration documents, notices or materials sent by the Centre yet fails to notify the Centre of such change.

5. The time of delivery shall be the earliest time at which the document, notice or material reaches the addressee by any of the foregoing means of delivery.

6. With consent of the parties, the Centre or the arbitral tribunal may decide that the parties send their arbitration documents and evidentiary documents to the other parties directly or send them to the online storage system provided by the Centre's online arbitration service platform, furnishing the Secretariat with the record of delivery. The time of delivery shall be determined by the Centre or the arbitral tribunal in accordance with the record of delivery.

Article 8 Waiver of Objection

1. A party shall be deemed to have waived its right to object where it knows or should have known that any provision of, or requirement under the Rules or the arbitration agreement has not been complied with and yet participates in or proceeds with the arbitral proceedings without promptly and explicitly submitting its objection in writing to such non-compliance.

2. A party shall be deemed to have waived its right to object where it knows or should have known that any statutory arbitration procedures under the laws of the seat of arbitration has not been complied with and yet participates in or proceeds with the arbitral proceedings without promptly and explicitly submitting its objection in writing to such non-compliance, unless such provisions cannot be deviated from the laws of the seat of arbitration.

Article 9 Exclusion of Liability

3. The Centre, the President, the Secretary General and employees of the Centre, any arbitator or emergency arbitrator, any person appointed by the arbitral tribunal, including assistant to the arbitral tribunal and expert appointed by the arbitral tribunal, shall not be liable to any party or any other person for any negligence, act or omission in connection with arbitration.

4. The parties shall not require any of the persons referred to in the preceding paragraph to act as witness in any legal proceedings in connection with any arbitration administered by the Centre in accordance with the Rules.

CHAPTER II ARBITRATION AGREEMENT AND JUSIDICTION

Article 10 Arbitration Agreement

1. An arbitration agreement refers to an agreement to arbitrate disputes which is specified by a clause in a contract or reached by the parties in other forms.

2. An arbitration agreement can be reached by the parties prior to or after the

occurrence of a dispute.

3. The arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in a tangible form of a document such as, but not limited to, a contract, letter or electronic documents (including telegram, telex, fax, electronic data exchange, or email).

4. An arbitration agreement shall be deemed to exist in any of the following circumstances:

   a) Where its existence is asserted by one party and not denied by the other during the exchange of the Application for Arbitration and the Statement of Defense;

   b) Where one party applies for arbitration to the Centre and the other party expresses its agreement to arbitrate in writing;

   c) Where one party makes a promise expressing its willing to have the dispute arbitrated by the Centre, and the other party applies for arbitration to the Centre; or

   d) Where the minutes of hearing or other documents jointly signed by the parties during the process of arbitration specifies that the parties agree to arbitration by the Centre.

Article 11 Severability of Arbitration Agreement

1. An arbitration clause contained in a contract or an arbitration agreement attached to a contract exists independently from the underlying contract. The validity of an arbitration agreement shall not be affected by non-existence, ineffectiveness, invalidity, expiration, rescission, modification, revocation, suspension, termination, assignment, or frustration of the underlying contract.

2. If an arbitration agreement covers disputes that have been arbitrated and disputes that have not yet been arbitrated, the validity of the arbitration agreement as to the disputes that have not been arbitrated shall not be affected even if the arbitration agreement is invalid or terminated vis-a-vis those disputes that have been arbitrated.

Article 12 Objection to Jurisdiction and Jurisdictional Decision

1. Where a party has objection to jurisdiction because of the existence, validity or any other reasons, the party may put forward its objection to the Centre.

2. An objection to an arbitration agreement and/or jurisdiction over an arbitration case shall be put forward in writing before the first hearing is held. Where a case is to be decided on the basis of document only, such an objection shall be made in writing prior to the expiration of the time limit for submission of the first defense. Where a party fails to raise such objection pursuant to the foregoing requirements, it shall be deemed to have agreed to the Centre's jurisdiction over the case.

3. The arbitral tribunal has the power to decide on its jurisdiction over the case. Where a party raises jurisdictional objection before formation of an arbitral tribunal, and the Secretary General is satisfied with *prima facie* evidence that a valid arbitration agreement exists, the Secretary General may make a decision based on such evidence that the Centre has jurisdiction over the arbitration case. However, the arbitral tribunal may render a new decision based on the facts and/or evidence found by the arbitral tribunal during the arbitral proceedings that are inconsistent with the *prima facie* evidence and it warrants a need to modify or rescind the Secretary General's decision.

4. The arbitration shall proceed notwithstanding an objection to the arbitration agreement and/or jurisdiction over the arbitration case.

5. The aforesaid objections to and/or decisions on jurisdiction shall include objections to and/or decisions on a party's standing to participate in the arbitration.

6. The arbitration case shall be dismissed if the Secretary General or the arbitral tribunal decides that there is no jurisdiction over the case. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the Secretary General. Where the case is to be dismissed after the formation of the arbitral tribunal, the decision shall be made by the arbitral tribunal.

CHAPTER III COMMENCEMENT OF THE ARBITRATION

PROCEEDINGS

Article 13 Notice of Arbitration

1. A Party applying for arbitration under the Rules (the "Claimant") shall submit a Notice of Arbitration to the Secretariat of the Centre. The Claimant may also submit a Notice of Arbitration via the online application system (www.warbitration.org) administered by the Centre.

2. The Notice of Arbitration shall include:

   (a) the names, nationalities and addresses, including the postcodes, telephone numbers, facsimile numbers, electronic mail addresses, or any other means of communication of the Parties and their representative(s) (if applicable);

   (b) a reference to the arbitration agreement that is invoked;

   (c) a reference to the contract and other documents out of or in relation to which the dispute arises, and copies of the contract or documents if possible;

   (d) a brief statement describing the nature of the dispute(s) and the circumstances giving rise to such dispute(s), including the relief sought and where possible, an initial quantification of the claim amount;

   (e) a statement regarding any prior agreement between the Parties on matters such as the number of arbitrator(s), formation of the arbitral tribunal, the arbitral proceedings or any proposal by the Claimant on such matters;

   (f) any nomination of arbitrator(s) made in accordance with the Rules or any proposal for nomination of arbitrator(s);

   (g) any comments as to the seat of arbitration;

   (h) any comment as to the applicable rules of law;

   (i) any comment as to the language of the arbitration;

   (j) any other document or information that the Claimant considers necessary or helpful for efficient resolution of dispute; and

   (k) The signature and/or the seal of the Claimant or its authorized representative(s).

3. Where the Parties have agreed on the language of arbitration, the Notice of Arbitration shall be made in the language of arbitration; in the absence of such agreement, the Notice of Arbitration shall be made in either English or Chinese.

4. The Claimant shall pay the deposit of arbitration fees in accordance with the WAC Schedule of Arbitration Fees (the "WAC Fees Schedule") (**Appendix 1** to the Rules).

5. The Notice of Arbitration shall be deemed complete where all the required items in paragraph 2 are included, or where the Centre determines that there has been substantial compliance with paragraph 2. Where the Notice of Arbitration is incomplete, or where the Claimant has failed to pay the deposit of arbitration fees in accordance with paragraph 4, the Centre may request the Claimant to complete such requirements within a specified period of time. If the Claimant fails to comply with such request, the Notice of Arbitration shall be deemed having been unsuccessfully submitted. Any controversy with respect to the completeness of the Notice of Arbitration or submission of the Notice of Arbitration shall be determined by the Secretary General.

Article 14 Commencement of the Arbitration Proceedings

1. Where the Centre finds that the formalities of the Notice of Arbitration is completed and that the Notice of Arbitration is successfully submitted, the Centre shall, within three (3) days, send out a notice of acceptance of the case and commencement of the arbitral proceedings to the parties, accompanying with the applicable arbitration rules and panel of arbitrators. The Claimant's Notice of Arbitration and attachments thereof shall be sent to the Respondent simultaneously.

2. The arbitration proceedings shall be deemed to commence on the date the Claimant successfully submits the Notice of Arbitration to the Centre.

Article 15 Defense

1. The Respondent shall submit a Statement of Defense to the Centre within 30

days of receipt of the Notice of Arbitration. The Statement of Defense shall include:

(a) the names, nationalities and addresses, including the postcodes, telephone numbers, facsimile numbers, electronic mail addresses, or any other means of communication of the Parties and their representative(s) (if applicable);

(b) any comment on the validity of arbitration agreement or jurisdiction;

(c) any comment on the nature of dispute submitted for arbitration, the circumstances and the facts relied on which the reliefs are sought;

(d) any response to the reliefs sought by the Claimant;

(e) the nomination of its arbitrator(s) in accordance with the Rules, or comments on the arbitrator(s) nominated or proposed by the Claimant;

(f) any comment or suggestion on the seat of arbitration, the applicable arbitration rules and language of arbitration;

(l) any other document or information that the Respondent considers necessary or helpful for efficient resolution of dispute; and

(m) the signature and/or the seal of the Respondent or its authorized representative(s).

2. The Statement of Defense shall set forth the facts, evidence and grounds on which the defense is based as well as any document proofing the Respondent's identity.

3. The Secretariat shall forward the Statement of Defense and its attachments to all other parties.

4. Where the Respondent applies for an extension of the time period for submission of the Statement of Defense, and the arbitral tribunal deems it justifiable, the arbitral tribunal may grant an extension. If the arbitral tribunal has not been formed, the decision on whether to grant the extension shall be made by the Secretary General.

5. Failure by the Respondent to file a Statement of Defense shall not affect the conduct of the arbitral proceedings.

Article 16 Counterclaim or Setoff

1. The Respondent may, at the time of filing its Statement of Defense, put forward a Counterclaim or request for Setoff as to any matters covered by the same arbitration agreement.

2. The Counterclaim or Setoff shall provides:
   a) a reference to the arbitration agreement that is invoked by the Counterclaim or Setoff. If the Counterclaim or Setoff is filed under more than one arbitration agreement, an indication of the arbitration agreement under which the Counterclaim or Setoff is based;
   b) a description of the nature and circumstances of the dispute giving rise to the Counterclaims or Setoff together with a copy of one or more contracts or other documents upon which the Counterclaim or Setoff are made or with which the Counterclaim or Setoff are made are connected;
   c) a statement of the relief sought together with the amounts of any quantified Counterclaim or Setoff and, to the extent possible, an estimate of the monetary value of any other Counterclaim or Setoff;
   d) any other documents or information with the Counterclaim or Setoff as the Respondent considers appropriate or as may contribute to the efficient resolution of the dispute.

3. Where the Respondent files its Counterclaim or Setoff, it shall pay a deposit of arbitration fee according to the WAS Fees Schedule within the time period fixed by the Secretariat. If the Respondent fails to pay the deposit, the Counterclaim or Setoff shall be deemed as having not been submitted.

4. If the Centre deems that the formalities for Counterclaim or Setoff have been completed, it shall send out a notice of acceptance of the Counterclaim or Setoff. The Claimant shall submit its defence as to the Counterclaim or Setoff. If the Claimant has justifiable reasons to request for an extension of the time period, the arbitral tribunal shall decide on whether to grant the extension. If the arbitral tribunal has not been formed, the decision shall be made by the Secretary General.

5. The arbitral tribunal has the power to decide whether to accept a Counterclaim or Setoff, or a defence to the Counterclaim or Setoff, if it is

submitted after the expiration of the above time period.

6. Failure by the Claimant to submit its defence to a Counterclaim or Setoff shall not affect the conduct of the arbitral proceedings.

Article 17 Amendment to Claim, Counterclaim or Setoff

1. The Claimant may apply to amend its claim, and the Respondent may apply to amend its Counterclaim or Setoff. The decision on whether to grant the application for such amendment shall be made by the Secretary General before an arbitral tribunal is formed or by the arbitral tribunal after it is formed. If the Secretary General or the arbitral tribunal considers that the amendment will unduly delay the arbitration proceedings, become unfair to the other party, or result in other circumstances that may not be appropriate for such amendments, it shall have the power to reject the amendment.

2. The amendment to a claim, Counterclaim or Setoff shall not affect the continuation of the arbitration proceedings.

3. The provision of Article 13, Article 15 and Article 16 shall apply *mutatis mutandis* to the filing, acceptance and defence as to the amendment to a claim, Counterclaim or Setoff.

4. After closing of the first hearing, except for a claim for compensation of arbitration fees, no party shall make new claims unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances. Where a case is examined on the basis of document only, no party shall make new claims except for a claim for compensation of arbitration fees.

CHAPTER IV MULTIPLE CONTRACTS, MULTIPLE PARTIES AND CONSOLIDATION

Article 18 Single Arbitration under Multiple Contracts

1. Claims arising out of more than one contracts, a principal contract and its subordinate contract(s), or a contract and its related contract(s) between the same parties may be jointly made in a single arbitration, if it is agreed under all

arbitration agreements of the multiple contracts to refer disputes to arbitration by the Centre and the relevant disputes arise out of the same transaction or a series of transactions.

2. Where an objection is raised by the Respondent, the decision shall be made by the Centre or the arbitral tribunal.

Article 19 Claims between Multiple Parties

1. Where there are two or more Claimants or Respondents in a single arbitration, or any additional party is joined to the arbitration, any party may raise claims against any other party under the same arbitration agreement, including but not limited to, the Respondent may make claims or assert setoffs against another Respondent and Claimant may make claims or assert setoffs against another Claimant.

2. The provisions of Article 13, Article 15 and Article 16 of the Rules shall apply *mutatis mutandis* to the submission, acceptance of, defense(s) to, and amendment of claims raised under Paragraph 1 of this Article.

3. The decision on whether to accept such claims raised under Paragraph 1 of this Article shall be made by the arbitral tribunal, or if no arbitral tribunal is formed, by the Centre.

Article 20 Joinder of Additional Parties

1. Any party in a pending arbitration may apply in writing to join an additional party under the same arbitration agreement to the arbitration. The decision on whether to grant such joinder shall be made by the Secretary General before an arbitral tribunal is formed or by the arbitral tribunal after it is formed.

2. Subject to the unanimous consent of the parties and the additional party, the additional party may apply in writing to join the arbitral proceedings. The decision on whether to accept such application shall be made by the Secretary General before an arbitral tribunal is formed or by the arbitral tribunal after it is formed

3. The Secretary General or the arbitral tribunal shall have the power to decide

not to join an additional party where the additional party is *prima facie* not bound by the arbitration agreement invoked in the arbitration, or where any other circumstance exists that makes the joinder inappropriate.

4. Where such joinder is granted by the Secretary General before the formation of the arbitral tribunal, the parties shall appoint arbitrator(s) in accordance with Articles 30 and 31 to form the arbitral tribunal. The corresponding time limit shall be commenced from the date on which the decision granting the joinder is served. Where the arbitral tribunal has been formed, and it accepts the joinder, the tribunal shall continue the proceedings. Any party who fails to participate in appointing the arbitrator(s) shall be deemed as having waivered its right to appoint, but the failure does not affect that party's right to challenge arbitrator(s) in accordance with Article 35 of the Rules.

5. The date on which the application for joinder is received by the Secretariat shall be deemed to be the date of the commencement of arbitration against the additional party.

6. The additional party may submit its claim, counterclaim or setoff against any other party in accordance with Article 19 of the Rules.

Article 21 Consolidation of Arbitrations

1. The Secretary General may decide to consolidate a newly commenced arbitration with one or more pending arbitration(s) at the request of a party, and upon the satisfaction of the following conditions:

   (a) the parties agree to consolidate; and

   (b) all the claims are made under the same arbitration agreement; or where the arbitrations are initiated under two or more arbitration agreements, the legal relationships involved in the disputes in these arbitrations are the same, and the Secretary General considers the arbitration agreements to be compatible.

2. In deciding whether to consolidate arbitrations, the Secretary General shall consult with the parties and the arbitral tribunal(s), and shall have regard to circumstances it considers relevant, including:

   (a) the progress of the pending arbitration(s);

(b) the efficiency and expeditiousness of the proceedings;

(c) the nomination or appointment of the arbitrator(s); and

(d) any other relevant circumstances.

3. Where arbitrations are consolidated, those commenced at later dates shall be consolidated into the arbitration that commenced at earliest date, unless otherwise agreed by all the Parties. The arbitrator(s) of the arbitration(s) that commenced at later date(s) shall be deemed removed unless the arbitrator(s) are also arbitrator(s) of the arbitration that commenced at earliest date.

4. Following the consolidation of arbitrations, decisions on procedural matters shall be made by the Secretary General if no arbitral tribunal is formed; and by the arbitral tribunal if it is formed.

5. Where the arbitrations are consolidated, the arbitral tribunal shall have discretion to either render an arbitral award on disputes between the parties jointly, or render several arbitral awards separately.

Article 22 Consolidation of Hearings

1. Where the legal matters or factual issues involved in more than two arbitrations are identical, similar or connected each other, and the members of arbitral tribunals are the same, the hearings of the arbitrations may be consolidated upon consent by all parties.

2. Where the consolidated hearings were conducted for non-consolidated arbitrations, the arbitral tribunal shall render an arbitral award separately for each arbitration regarding the disputes between or among the parties.

Article 23 Submission of Documents

1. When submitting to the Secretariat the Notice of Arbitration, the Statement of Defense, the Counterclaim, evidentiary documents, and other documents, the parties shall ensure that each member of the arbitral tribunal, each party, and the Secretariat will have a copy, unless agreed otherwise by the parties or required otherwise by the Secretariat or the arbitral tribunal.

2. The Secretariat or the arbitral tribunal may request the parties to submit the corresponding electronic versions simultaneously when submission of the above documents is made, and the parties may also agree that the relevant arbitration documents shall be submitted electronically.

Article 24 Representatives

1. A party may be represented by its authorized representative(s) who has full capacity of civil act from any country or region and whom the party deems appropriate. In such case, a Power of Attorney specifying the matters and scope of authorization shall be submitted to the Secretariat.

2. After formation of the arbitral tribunal, any change or addition to its representatives by a party shall be promptly communicated in writing to the other party or parties, the arbitral tribunal and the Secretariat.

3. After formation of the arbitral tribunal and for the purpose of conduct of arbitral proceedings, the parties or their representatives may communicate in writing directly with the arbitral tribunal with simultaneous copies to all members of the tribunal, the other party and the Secrtariat.

4. Where that conduct of the representative(s) breaches the rules of conduct of Article 4 of the Rules, the consequence thereof shall be borne by the party who engages the representative(s).

CHAPTER V PRESERVATION AND INTERIM MEASURES

Article 25 Preservation and Interim Measures

1. A party may, in accordance with the applicable law, apply to a competent court for an order on property preservation, evidence preservation and conduct preservation, injunction and other interim measure for the purpose of maintaining or restoring the *status quo* pending determination of the dispute; taking action that would prevent, or refraining from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral proceedings; preserving assets; or preserving evidence that may be relevant

and material to the resolution of the dispute.

2. Where a party applies for preservation measures by the court of the mainland China after the Centre took cognizance of the case, the Centre may forward its application to the competent court of the mainland China as indicated by the party. To forward the application does not mean the Secretariat make any assessment on the correctness of the application.

3. Upon the request of a party, the arbitral tribunal may also order any interim measures it deems necessary or appropriate in accordance with the applicable law or the agreement reached by the parties, and may require the party requesting an interim measure to provide appropriate security in connection with the measure.The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.

4. The party requesting an interim measure under paragraphs 3 shall satisfy the arbitral tribunal that:

   (a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

   (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

5. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.

6. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a

waiver of that agreement.

Article 26 Security for Costs

1. The arbitral tribunal may, in exceptional circumstances and at the request of a party, order any Claimant or Counterclaimant to provide security for costs in any manner the arbitral tribunal deems appropriate.

2. In determining whether to order security for costs, the arbitral tribunal shall have regard to:

   (a) the prospects of success of the claims, counterclaims and defences;

   (b) the Claimant's or Counterclaimant's ability to comply with an adverse costs award and the availability of assets for enforcement of an adverse costs award;

   (c) whether it is appropriate in all the circumstances of the case to order one party to provide security; and

   (d) any other relevant circumstances.

3. If a party fails to comply with an order to provide security, the arbitral tribunal may stay or dismiss the party's claims in whole or in part.

4. Any decision to stay or to dismiss a party's claims shall take the form of an order or an award.

Article 27 Emergency Arbitrator

1. Where it is permissible based on the applicable laws to the arbitration proceedings, during the time period between the commencement of the arbitral proceedings and the formation of the arbitral tribunal, a party who needs to apply for interim measures due to an emergency may submit a written application to the Centre for the appointment of an emergency arbitrator. Whether to grant such application shall be decided by the Secretary General.

2. The written application shall be in duplicate and shall include, *inter alia*, the following:

a) The names and domicile, telephone numbers, fax numbers, email addresses, and other means of communication of the parties and of their representative(s) involved in the application;

b) A statement of the interim measures sought and the reasons why the applying party is entitled to such emergency relief;

c) Opinions on the place to conduct the emergency arbitrator procedure, language, and applicable laws of the emergency arbitrator procedure. ; and

d)Proof of advance payment of the fees for the emergency arbitrator procedure.

3. If the Centre determines that it should accept the application, the Centre shall appoint an emergency arbitrator within three (3) days after receipt of both the application and the fees paid in advance for the emergency arbitrator in accordance with the WAC Fees Schedule, and notify each of the parties of the circumstances of the appointment. The Centre shall forward the application materials and its attachments submitted by the applicant to the Respondent simultaneously.

4. The provisions of Articles 34 and 35 of the Rules shall apply *mutatis mutandis* to the disclosure by and challenge to the emergency arbitrator. A party wishing to challenge the arbitrator on the grounds of the facts or circumstances disclosed by the emergency arbitrator shall submit the challenge in writing within three (3) days from the date of such receipt. If a party fails to submit a challenge within the above time-limit, it shall not subsequently challenge the emergency arbitrator on the basis of the matters disclosed by the emergency arbitrator.

5. Unless otherwise agreed by the parties, the emergency arbitrator shall not act as a member of the arbitral tribunal in any arbitration relating to the underlying dispute.

6. The emergency arbitrator may conduct the proceedings in such a manner as the emergency arbitrator considers appropriate, subject to the obligation to ensure that each party has a reasonable opportunity to be heard.

7. The emergency arbitrator shall make a decision and state the grounds therefor within fourteen (14) days from the date of appointment. The parties shall honor such decision made by the emergency arbitrator.

8. A party wishing to object to the decision made by the emergency arbitrator is entitled to apply to the emergency arbitrator for modification, suspension or revocation of the decision within three (3) days upon receipt of the decision. Whether to grant such application shall be decided by the emergency arbitrator.

9. The arbitral tribunal may modify, suspend or revoke the decision made by the emergency arbitrator.

CHAPTER VI ARBITRATOR AND ARBITRAL TRIBUNAL

Article 28 Number of Arbitrators and Composition of the Arbitral Tribunal

1. The parties may agree that the arbitral tribunal shall be composed of one, three or any other odd number of arbitrators. In the absence of such agreement, the arbitral tribunal shall be composed of three arbitrators, except for cases where the expedited procedures set forth in Article 65 of the Rules apply.

2. The parties may agree on the means of composition of arbitral tribunal, unless such agreement cannot be implemented or is in conflict with a mandatory provision of the law as it applies to the arbitration proceedings.

Article 29 Panel of Arbitrators

1. The Centre maintain the WAC Panel of Arbitrators ("**List**") which is published on its website. The list may be updated by the Centre from time to time. Arbitrators may be nominated by the parties from either within or outside the List, while in the case of appointment by the President, the arbitrators shall be appointed from within the List.

2. Where the parties appoint arbitrators from outside the List, the nominee may act as an arbitrator subject to the confirmation by the President.

3. When appointing the arbitrator(s), the President shall take into account the nationalities of the parties, the complexity of the arbitration case, the language and seat of arbitration, the quantum involved in the dispute, the

nationality, professional background and availability of the candidate(s) to serve as arbitrator(s), and any other factor(s) the President considers relevant.

Article 30 Formation of the three-member Arbitral Tribunal

1. Unless otherwise agreed by the parties or unless otherwise specified by the Rules, the Claimant and the Respondent shall each appoint or entrust the President of the Centre to appoint an arbitrator within fifteen (15) days from the date of receipt of the Notice of Arbitration, failing which, the arbitrator shall be appointed by the President of the Centre.
2. Unless otherwise agreed by the parties, the parties shall jointly appoint or jointly entrust the President of the Centre to appoint the presiding arbitrator within fifteen (15) days from the date of the Respondent's receipt of the Notice of Arbitration, failing which, the arbitrator shall be appointed by the President of the Centre. If one party expressly waives the right to jointly nominate or jointly entrust the President of the Centre to appoint the presiding arbitrator, the presiding arbitrator shall be appointed by the President without being constrained by the foregoing time limit.
3. The parties may agree, and the President may also decide that the presiding arbitrator shall be jointly appointed by the two co-arbitrators as determined by Paragraph 1 of this article. Unless otherwise agreed by the parties, the President of the Centre shall appoint the presiding arbitrator if the two co-arbitrators fail to reach an agreement on the appointment of the presiding arbitrator within ten (10) days after the second co-arbitrator is appointed.

Article 31 Formation of the Sole-member Arbitral Tribunal

Where an arbitral tribunal is to be composed of a sole arbitrator, unless otherwise agreed by the parties or unless otherwise specified by the Rules, the Claimant and the Respondent shall jointly appoint or jointly entrust the President of the Centre to appoint an arbitrator within fifteen (15) days from the date of receipt of the Notice of Arbitration by the Respondent, failing which, the sole arbitrator shall be appointed by the President of the Centre.

Article 32 Formation of Arbitral Tribunal and Transmission of the Case Files

1. The arbitral tribunal shall be deemed to be constituted on the date the Secretariat notifies the parties that all the arbitrators have accepted their nominations or appointments.
2. The Secretariat shall transmit the file to the arbitral tribunal as soon as the arbitral tribunal has been constituted.
3. Where the arbitrations are consolidated, the arbitral tribunal shall be deemed to be constituted on the date the Secretary General decided to consolidate arbitrations. The Secretariat shall coordinate as soon as possible and transmit the files of the consolidated arbitrations to the arbitral tribunal.

Article 33 Secretary of the Arbitral Tribunal

1. The Case Manager designated by the Centre under Paragraph 4 of Article 1 shall act as the secretary of the arbitral tribunal.
2. The Arbitral Tribunal may at any time during the arbitration submit to the Centre a proposal for the appointment of a specific candidate other than the Case Manager as administrative secretary. The appointment is subject to the approval of the parties. After appointment of the administrative secretary, the function of the Case Manager designated by the Centre may be performed by the administrative secretary, except that the Centre deems those functions must be performed by the Case Manager.
3. The arbitral tribunal shall consult the parties regarding the tasks of the administrative secretary. The arbitral tribunal may not delegate any decision-making authority to the administrative secretary.
4. The administrative secretary must be impartial and independent. The arbitral tribunal shall ensure that the administrative secretary remains impartial and independent at all stages of the arbitration.
5. Before being appointed, the proposed administrative secretary shall sign a

statement of availability, impartiality and independence disclosing any circumstances that may give rise to justifiable doubts as to the proposed administrative secretary's impartiality or independence.

6. A party may request the removal of the administrative secretary if it has justified reasons. If the arbitral tribunal decides to remove an administrative secretary, the arbitral tribunal may propose the appointment of another administrative secretary in accordance with this article. A request for removal shall not prevent the arbitration from proceeding, unless the arbitral tribunal decides otherwise.

7. Any fee payable to the administrative secretary shall be paid from the fees of the arbitral tribunal. The fee payable to the Case Manager designated by the Centre shall be paid from the administrative fee of the Centre and it is irrelevant to the fees of the arbitral tribunal.

Article 34 Impartiality, independence and availability

1. Every arbitrator must be impartial and independent, and undertake for his/her time availability for handling the case.

2. Once appointed, an arbitrator shall submit to the Secretariat a signed statement of acceptance, availability, impartiality and independence, disclosing any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence. The Secretariat shall send a copy of the statement of acceptance, availability, impartiality and independence to the parties and the other arbitrators.

3. An arbitrator shall immediately inform the parties and the other arbitrators in writing if any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence arise during the course of the arbitration.

Article 35 Challenge of Arbitrators

1. A party wishing to challenge the arbitrator on the grounds of the information disclosed by the arbitrator shall raise the challenge in writing within ten (10) days from the date of such receipt. Failing to file a challenge within the above

time period, the party shall not subsequently challenge the arbitrator on the grounds of the information disclosed by the arbitrator.

2. A party that has justifiable doubts as to the impartiality or independence of an arbitrator may challenge that arbitrator in writing and shall state the grounds of the challenge and provide supporting evidence.

3. The challenge by one party shall be promptly communicated to other parties and all the members of the arbitral tribunal.

4. Where an arbitrator is challenged by one party and the other party agrees to the challenge, or the arbitrator being challenged voluntarily withdraws from his/her office of the arbitral tribunal, such arbitrator shall no longer participate in the arbitration. However, the preceding situations do not mean that the reasons for the party's challenge are sustained.

5. In circumstances other than those specified in the preceding Paragraph 4, the President of the Centre shall make a final decision on the challenge. The arbitrator who has been challenged shall continue to serve on the arbitral tribunal before a final decision on the challenge has been made by the President of the Centre.

6. A party who, after becoming aware of the composition of the arbitral tribunal, appoints authorized representatives whose appointment may give rise to grounds for the challenge of any arbitrators, shall be deemed to have no right to challenge the arbitrator on those grounds; the right of the other party to challenge the arbitrator shall not, however, be affected. Consequences including but not limited to additional costs due to any resulting delay in the arbitral proceedings in these circumstances shall be borne by the party responsible for giving rise to the grounds for challenge.

Article 36 Replacement of the Arbitrator

1. An arbitrator shall be replaced if he/she becomes unable to fulfill his/her duties due to*, inter alia*, challenge, voluntary withdrawal from his/her office or any other particular reasons.

2. Where an arbitrator is prevented *de jure* or *de facto* from fulfilling his/her duties,

or fails to fulfill his/her duties in accordance with the requirements of the Rules, the President of the Centre shall have the power to decide to replace the arbitrator. Before making the decision, the President shall provide the parties and the arbitral tribunal with an opportunity to comment thereon in writing.

3. If the arbitrator to be replaced was nominated by a party, that party shall nominate a substitute arbitrator within five (5) days of its receipt of the notice of replacement; if the arbitrator to be replaced was appointed by the President, the President shall appoint a substitute arbitrator.

4. After the replacement of the arbitrator, the arbitral tribunal shall determine whether the previous arbitral proceedings in the case shall be repeated, unless otherwise the parties have agreed. If the arbitral tribunal decides to repeat the arbitral proceedings in their entirety, the time-limit provided for in Articles 54 shall be recalculated from the date of the restart of the arbitral proceedings.

Article 37 Continuation of Arbitration by Majority

After the conclusion of the last oral hearing, if an arbitrator of a three-member tribunal is unable to participate in the deliberations and/or to render the award due to certain reasons, the President of the Centre may replace that arbitrator pursuant to Article 36 of the Rules. Upon the approval of the parties and the President of the Centre, the other two arbitrators may also continue the arbitral proceedings and render decisions or awards.

CHAPTER VII THE ARBITRAL PROCEEDINGS

Article 38 Conduct of Arbitration

1. The arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, subject to these Rules and any agreement between the parties. In all cases, the arbitral tribunal shall conduct the arbitration in an impartial, efficient and expeditious manner, giving each party an equal and reasonable opportunity to present its case.

2. Where the arbitral tribunal cannot reach consensus over procedural matters, the arbitration proceedings shall be conducted in accordance with the opinion of a majority of the arbitrators. Where the arbitral tribunal cannot reach a majority

opinion, the arbitration proceedings shall be conducted in accordance with the presiding arbitrator's opinion.

3. Where the arbitral tribunal deems it necessary, it may in its discretion issue procedural orders or question lists, hold pre-hearing conferences, produce terms of reference, require pre-hearing exchange of evidence or discovery of the specific and relevant documents by the parties, request submission of agreed list of issues by the parties, and formulate the time table of the case.

4. The arbitral tribunal may consult with the parties prior to making a procedural order or decision on its own initiative.

5. The Parties undertake to comply with any order or decision made by the arbitral tribunal.

6. The parties may agree, and the arbitral tribunal may decide after consulting with the parties, to adopt an inquisitorial, adversarial or any other approach in the hearing of the case.

7. In light of the specific circumstances, the arbitral tribunal and the parties shall make the best effort to seek for and adopt procedural arrangement in favor of efficient and expeditious arbitration.

Article 39 Notice of Hearing

1. Where a case is to be examined by way of an oral hearing, the parties shall be notified of the date of the first oral hearing at least twenty (20) days prior to the oral hearing. A party having justified reasons may request to postpone the oral hearing. However, such request must be communicated in writing to the arbitral tribunal at least ten (10) days prior to the scheduled oral hearing date. The arbitral tribunal shall decide whether to postpone the oral hearing.

2. Where a party has justified reasons for failure to submit a request to postpone the oral hearing within the time period specified in the preceding Paragraph 1, the arbitral tribunal shall decide whether to accept the request.

3. A notice of a subsequent oral hearing and a notice of a postponed oral hearing shall not be subject to the time periods specified in the preceding Paragraph 1.

4. Where the parties have agreed, the arbitral tribunal may hold the hearing in advance.

Article 40 Hearing

1. Where a party requests for an oral hearing, or the arbitral tribunal deems it appropriate, the case shall be heard in oral hearing.
2. The Arbitral Tribunal shall set the date, time, method and place of any hearing and give the parties reasonable notice. A party with justified reasons may request a postponement of the hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing case.
3. Unless otherwise agreed bythe parties, the venue of hearing shall be in Hong Kong. If the arbitral tribunal considers it necessary and with the approval of the Secretary General, the hearing may be held at another location. The parties shall deposit an advance for such actual costs as the rental for hearing room, the expenses of travel and accommodation of the arbitral tribunal and stenographic service costs etc. in accordance with the proportion agreed by the parties or decided upon by the arbitral tribunal.
4. If the case is to be examined by oral hearing, and if the arbitral tribunal itself finds it appropriate, the parties and the arbitral tribunal shall seek to organise the hearing in the most cost efficient manner possible, including by limiting the duration of the hearing and using video, electronic net or telephone communication to avoid unnecessary travel costs for arbitrators, parties and other participants.
5. Unless otherwise agreed by the parties, the hearing shall be conducted in private. In such case, unless otherwise provided in the Rules or agreed by the parties, any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential, the parties and their representatives, the arbitrator(s), any witness(es), interpreter(s), expert(s) or appraiser(s) appointed by the arbitral tribunal, and all other relevant persons shall not disclose to any outsider any substantive or procedural matters relating to the case.
6. In case where the parties agree that the hearing shall be conducted in public, a

party seeking to use classified or otherwise protected information in the hearing shall notify the arbitral tribunal in advance, and the arbitral tribunal shall make appropriate arrangement accordingly to protect such information from being disclosed.

Article 41 Default

1. If the Claimant having been notified in writing, fails to appear at an oral hearing without valid excuses or withdraws from an ongoing oral hearing without the permission of the arbitral tribunal, the Claimant may be deemed to have withdrawn its Notice of Arbitration. The withdrawal of the Notice of Arbitration shall not affect the hearing of the counterclaim by default by the arbitral tribunal.

2. If the Respondent having been notified in writing, fails to appear at an oral hearing without justified reasons or withdraws from an ongoing oral hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the hearing by default. In such a case, if the Respondent has filed a counterclaim or setoff, the Respondent shall be deemed to have withdrawn its counterclaim or setoff.

Article 42 Record of Oral Hearing

1. The arbitral tribunal will make a written record of the hearing, and may make an audio or video record of the hearing.

2. Arbitrators, parties and/or their representatives, witnesses and/or other persons involved are required to sign to the written record. A party or any other participant in the arbitration may request the rectification of any omission or error in the written record of their oral statement. The request shall be recorded if the arbitral tribunal does not allow the rectification.

3. Upon a joint request by both parties, or a request by one party that has been approved by the arbitral tribunal, or a decision of the arbitral tribunal on its own initiative, the Centre may appoint one or more stenographers for the arbitral tribunal or take any other ways to record the hearing. The resulting additional

costs shall be borne by the parties or the requesting party, as the case may be.

Article 43 Suspension of the Arbitration Proceedings

1. Where the parties request a suspension of the arbitration proceedings, or under circumstances where such suspension is necessary pursuant to relevant law or provisions of the Rules, the arbitral tribunal may decide whether to suspend the arbitration proceedings. Where the arbitral tribunal has not yet been formed, such decision shall be made by the President of the Centre.
2. The arbitration proceedings shall resume as soon as the reason for the suspension no longer exists.

Article 44 Closure of Hearing

1. The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
2. At the closing of the hearing, the arbitral tribunal shall invite closing statements from the parties, which may be presented either orally during the hearing or in writing within a period of time specified by the arbitral tribunal.
3. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Article 45 Withdrawal and Dismissal

1. A party may withdraw its claim, counterclaim or setoff in its entirety. If the Claimant withdraws its claim in its entirety, the arbitral tribunal shall proceed with its examination of the counterclaim and render an arbitral award thereon. If the Respondent withdraws its counterclaim or setoff in its entirety, the arbitral tribunal shall proceed with the examination of the claim and render an arbitral award thereon.
2. A case shall be dismissed by the arbitral tribunal if the claim, counterclaim and

setoff have been withdrawn in their entirety. Where a case is dismissed prior to the formation of the arbitral tribunal, the Secretary General shall make a decision on the dismissal. The Secretary General and the arbitral tribunal shall have the power to decide that the relevant arbitration fees be borne by the withdrawing party, unless otherwise agreed by the parties.

3. Where a party requests to withdraw its claim or counterclaim in its entirety after the oral hearing, the arbitral tribunal may give the other party a reasonable opportunity to express its views. Should the other party make a reasonable objection, the hearing is closed and the arbitral tribunal considers that there is a justifiable reason to resolve the dispute through making an award, the arbitration tribunal shall have the right to award on the claim or counterclaim.

CHAPTER VIII RULES OF EVIDENCE

Article 46 Choice of Rules of Evidence

1. The parties may agree, and the arbitral tribunal may decide after consulting with the parties, to adopt the IBA Rules on Taking Evidence in International Arbitration (the IBA Rules), the Rules on the Efficient Conduct of Proceedings in International Arbitration (the Prague Rules) or any other rules to administer the arbitration proceedings and evidence-taking matters.

2. Where the law of the seat of arbitration has mandatory rules of evidence, the provisions of that law shall prevail.

Article 47 Production of Evidence

1. The arbitral tribunal has the power to decide the time period for the parties to produce evidence and the parties shall produce evidence within the specified time period. The arbitral tribunal has the power to refuse to admit any evidence produced after that time period.

2. Each party shall have the burden of proving the facts relied on to support its claim(s), counterclaim(s), setoff(s) or defense. The arbitral tribunal shall have the power to decide the burden of proof and to assign the burden of

proof between the parties.

3. The arbitral tribunal, on its own initiative or upon justifiable request submitted by a party, may:

   (a) call upon a party or both parties to produce evidence, including but not limited to documents, witnesses and expert reports;

   (b) visit any place connected with the dispute and conduct inquiries in such place, with the parties having the right to participate in the visit or make inquiries; and

   (c) for the purposes of fact finding, take any other actions which it deems appropriate.

4. Generally, a party shall not request another party to produce documents of general category. A party may request the arbitral tribunal to order another party to produce a specific document which:

   (a) is relevant and material to the outcome of the case;

   (b) is not in the public domain; and

   (c) is in the possession of another party or within its power or control.

5. At the request of the other party, the tribunal may dismiss a request to produce for any of the following reasons:

   (a) the document(s) requested lacks sufficient relevance to the case or materiality to its outcome;

   (b) production of the document(s) may result in violation of the applicable laws or professional ethics;

   (c) production of the document(s) may imposes an unreasonable burden on the producing party;

   (d) the requested document(s) is not in the possession, custody or control of the producing party, or is likely to have been lost or destroyed;

   (e) production of the document(s) may result in the divulgence of state secrets, trade secrets or technological secrets;

   (f) considerations of procedural economy, fairness or equality of the parties.

6. The parties shall cooperate with the arbitral tribunal in the production of

evidence and in the other measures provided for in Paragraph 3 and Paragraph 4. The arbitral tribunal shall take note of the failure of a party to comply with its obligations under these paragraphs and of any reasons given for such failure.

7. If a party bearing the burden of proof fails to produce evidence within the specified time limit, or if the produced evidence is not sufficient to support the facts it claims, it shall bear the disadvantageous consequences thereof.

8. If the arbitral tribunal determines that a party has failed to conduct itself in good faith in the taking of evidence, the arbitral tribunal may, in addition to any other measures available under the Rules, take such failure into account in its allocation of the costs of the arbitration, including costs arising out of or in connection with the taking of evidence.

Article 48 Witnesses

1. The parties have the right to produce any individual who has knowledge of the issues in dispute, or specific professional or technical knowledge to testify as a witness, including as an expert witness. The party intending to produce witnesses shall, within the time period fixed by the arbitral tribunal, submit a written statement that includes the identities of such witnesses, the subject matter of their testimonies and, so far as possible, their testimonies in written form.

2. The arbitral tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.

3. Each of the parties may examine any witness who gives oral evidence in such manner as the arbitral tribunal may determine. Any member of the arbitral tribunal may put questions to the witness.

4. Any party may request that a witness produced by the other party to attend for oral examination. If the arbitral tribunal allows such request but the witness fails to attend for oral examination, the arbitral tribunal may place weight on the written testimony as it thinks fit, or disregard such testimony.

Article 49 Experts Appointed by the Arbitral Tribunal

1. After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

2. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

3. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.

4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

5. At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue.

Article 50 Examination of Evidence

1. Unless otherwise agreed by the parties, the evidence shall be produced at the hearing and may be examined by the parties.

2. The arbitral tribunal may direct that witnesses, including expert witnesses, be

examined through means of telecommunication that do not require their physical presence at the hearing (such as videoconference).

3. Where a case is to be decided on the basis of documents only, or where the evidentiary materials are to be submitted after the hearing, and the parties agree to examine the evidentiary materials in writing, the parties shall submit their written opinions on the evidentiary materials within the time period specified by the arbitral tribunal.

4. At the hearing, the examination of any witness shall be conducted under the direction and control of the arbitral tribunal. The arbitral tribunal can reject a question posed to the witness if the arbitral tribunal considers it to be irrelevant, redundant, not material to the outcome of the case or for other reasons. After having heard the parties, the arbitral tribunal may also impose other restrictions, including setting the order of examination of the witnesses, time limits for examination or types of questions to be allowed or hold witness conferences, as it deems appropriate.

5. Evidence that the parties have jointly recognized or have no objection shall be considered as examined evidence.

6. A party who provides forged evidence shall bear the consequence accordingly, and the arbitral tribunal shall have the power to reject the claims or counterclaims filed by the party so concerned.

Article 51 Assessment of Evidence

1. The arbitral tribunal shall have the power to determine the admissibility, relevance, materiality and weight of evidence.

2. The tribunal may accord probative value to a factual statement that a party has made in writing or orally during the arbitration proceedings if the statement is prejudicial to that party's own interest, unless there is sufficient evidence to the contrary to overturn the finding of the fact.

3. Where conflicting evidence has been adduced by the parties in respect of a particular fact, the tribunal may make a determination of the fact pursuant to the principle of the preponderance of evidence

4. If a party does not comply with the arbitral tribunal's order(s) or instruction(s), without justifiable grounds, the arbitral tribunal may draw, where it considers appropriate, an adverse inference with regard to such party's respective case or issue.

CHAPTER IX MEDIATION AND SETTLEMENT

Article 52 Mediation by the Arbitral Tribunal

1. The Arbitral Tribunal may, at the request or with the consent of the parties, conduct a mediation of the case in such manner as it considers appropriate. The process of mediation shall be confidential.

2. If the mediation leads to a settlement, the parties may withdraw their claims and counterclaims (if any), or may request the arbitral tribunal either to issue a statement of mediation or to render an award in accordance with the terms of the settlement agreement.

3. The statement of mediation shall state the claims and the terms of the resulting settlement agreement reached by the parties. It shall be signed by the arbitrators, sealed by the Centre, and served on all the parties. The statement of mediation shall be legally binding after all the parties have acknowledged receipt of it in writing.

4. The arbitral tribunal shall rectify any clerical and computational errors or similar errors in the statement of mediation. The parties may request such rectification within 30 days from the date on which the parties sign the receipt of the statement of mediation. Any such rectification shall become part of the statement of mediation and shall take effect immediately after being served on the parties.

5. The arbitral tribunal shall terminate the mediation if either party so requests or if the arbitral tribunal considers that further mediation efforts would be futile. Unless otherwise agreed by the parties, the arbitral tribunal shall resume the arbitral proceedings. Where both parties jointly request the replacement of an arbitrator(s), a substitute arbitrator(s) shall be nominated or appointed in accordance with the procedure that applied to the nomination

or appointment of the arbitrator(s) being replaced. The resulting additional costs shall be equally borne by the parties. No party may challenge the arbitrator(s) in the resumed arbitral proceedings merely because of his/her participation of mediation.

6. If the mediation fails to lead to a settlement, neither party shall be permitted to adduce evidence of or to refer to or use any statements, opinions, views or proposals expressed by the other party or by the arbitral tribunal during the mediation in support of any claim, defense, counterclaim or setoff in the subsequent arbitral proceedings, or as grounds in any judicial or other proceedings.

Article 53 Independent Mediation and Parallel Mediation

1. Prior to or after the commencement of the arbitral proceedings, the parties may settle their dispute by themselves, or apply to the World Mediation Centre or any other mediation institution recognized by the Centre.

2. Mediator(s) participating in the independent mediation or mediation parallel to the pending arbitral proceedings shall not act as arbitrator(s) in arbitration of the same dispute. The restriction does not apply to member of the arbitral tribunal who participates in the mediation as specified by Article 52.

3. In the arbitration proceeding, where a settlement agreement is reached in a manner in accordance with the preceding Paragraph 1, the parties may request the arbitral tribunal to render an arbitral award in accordance with the terms of the settlement agreement or apply to withdraw the arbitration case. If the parties have not commenced arbitration proceedings or the arbitral tribunal has not yet been formed, and the parties apply for rendering an arbitral award in accordance with the terms of the settlement agreement, unless otherwise agreed by the parties, the President of the Centre shall appoint a sole arbitrator to form the arbitral tribunal, and the arbitral tribunal may examine the case under the procedures it considers appropriate and render an award in due course. The specific procedures and time-limits shall not be subject to other provisions of the Rules.

4. The arbitral tribunal shall have the power to request the parties to make statement to ensure the legitimacy and authenticity of the settlement agreement, and to promise not to harm the interest of any non-parties to the case or the public interest. If the arbitral tribunal has reasonable doubts on the legitimacy and authenticity of the settlement agreement, or if the arbitral tribunal believes that rendering an arbitral award in accordance with such settlement agreement may be prejudicial to the interest of non-parties to the case or the public interest, it shall reject the application to render an arbitral award in accordance with the terms of the settlement agreement.

CHAPTER X ARBITRAL AWARD

Article 54 Time-Limit for the Final Award

1. Unless otherwise provided by the Rules, the arbitral tribunal shall render an arbitral award within six (6) months from the date on which the arbitral tribunal is formed.

2. For cases to which the expedited procedure under Chapter XI of the Rules is applied, the arbitral tribunal shall render an arbitral award within three (3) months from the date on which the arbitral tribunal is formed.

3. If there are special circumstances or proper reason justifying an extension of the duration of the arbitration, the Secretary general may approve an appropriate extension upon the request of the arbitral tribunal.

4. The following period shall be excluded when calculating the time-limit in the preceding Paragraphs.

   a) Period of consulting expert(s) under Article 49 of the Rules;

   b) Any suspension period under relevant provisions of law and the Rules;

   c) Any period of mediation under Articles 52 and 53 of the Rules.

Article 55 Making of Awards

1. The award of an arbitral tribunal comprising 3 arbitrators shall be made by a majority of the arbitrators. The minority dissenting opinion may be recorded in

writing. If the arbitral tribunal fails to reach a majority decision, the award shall be made in accordance with the opinion of the presiding arbitrator.

2. The award shall state the claims, the facts related to the dispute, the reasons upon which the award is based, the outcome of arbitration, the remuneration of arbitrator(s) and administrative fee of the Centre, the allocation of arbitration fees, the date of the award, and the seat of arbitration. The arbitral tribunal may omit to state the facts associated with the dispute or the reasons upon which the award is based if the parties so agree, or if the award is made in accordance with the terms of a settlement agreement between the parties.
3. The award shall be signed by every member of the arbitral tribunal. A dissenting arbitrator may elect to sign or not to sign the award. An arbitrator who elects not to sign the award shall issue a dissenting opinion in writing, which shall be sent by the Secretariat to the parties together with the award. A dissenting opinion shall not form part of the award.
4. After an award has been signed by the arbitrator(s), the Centre's seal shall be affixed to it.
5. The award shall be deemed to be made at the place of the arbitration and on the date stated therein.
6. Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitral tribunal, provided always that the costs of the arbitration have been fully paid to the Centre by the parties or by one of them.

Article 56 Applicable Law

1. The arbitral tribunal shall decide the merits of the dispute on the basis of the law(s) or rules of law agreed upon by the parties. In the absence of such agreement, the arbitral tribunal shall apply the law or rules of law that it considers most appropriate.
2. Any designation by the parties of the law of a given state shall be deemed to refer to the substantive law of that state, not to its conflict of laws rules.
3. In arbitrations involving the application of contracts, the tribunal shall decide in accordance with the terms of the contract and shall take into account usages of the trade applicable to the contract.

4. The arbitral tribunal may award such pre-award and post-award interest, simple or compound, as it considers appropriate, taking into consideration the contract and applicable law(s).
5. Unless otherwise agreed by the parties or provided by the applicable law, the parties expressly waive and forego any right to punitive or exemplary damages. This provision shall not apply to an award of arbitration costs to a party to compensate for misconduct in the arbitration.
6. The Arbitral Tribunal shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

Article 57 Scrutiny of the Award by the Centre

1. Before signing any award (except for partial award or interlocutory award), the arbitral tribunal shall submit it in draft form to the Centre. The Centre may lay down modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance.

2. No award shall be rendered by the arbitral tribunal until it has been approved by the Centre as to its form.

Article 58 Partial Award and Interlocutory Award

1. Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal approves, the arbitral tribunal may render a partial award disposing of particular claims before the proceeding to render the final award.

2. Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal approves, the arbitral tribunal may render an interlocutory award on disputed procedural or substantive issues.

3. The parties concerned shall perform any partial award and interlocutory award. Failure by any party to perform a partial award or an interlocutory award shall neither affect the subsequent arbitral proceedings nor prevent the arbitral tribunal from rendering the final award.

Article 59 Correction of the Award and Additional Award

1. Within thirty (30) days from its receipt of the arbitral award, either party may request the arbitral tribunal in writing for a correction of any clerical, typographical or computational errors, or any errors of a similar nature contained in the award. If such an error does exist in the award, the arbitral tribunal shall make a correction in writing within thirty (30) days of receipt of the written request for the correction.

2. Either party may, within thirty (30) days from its receipt of the arbitral award, request the arbitral tribunal in writing for an additional award on any claims presented by a party but omitted in the arbitral award. If such an omission does exist in the award, the arbitral tribunal shall make an additional award in writing within thirty (30) days of receipt of the written request for the additional award.

3. The arbitral tribunal may, on its own initiative, make corrections or additional awards in writing, within a reasonable period of time after the award is made.

4. Such correction of award or additional awards in writing shall form a part of the arbitral award.

Article 60 Re-arbitration

1. If a competent court, in accordance with provisions of law, notifies that the case shall be re-arbitrated, the case shall be heard by the original arbitral tribunal. Where the member(s) of the original arbitral tribunal is/are unable to fulfill his/her duties due to being challenged or voluntary withdrawal from his/her office or other particular reasons, a substitute arbitrator shall be appointed according to Article 36 of the Rules.

2. The arbitral tribunal shall, on its own initiatives, decide on the detailed procedure for the re-arbitration proceedings.

3. The arbitral tribunal shall make re-arbitration award in accordance with the Rules.

4. The re-arbitration award shall replace the original award as from the date on which it is made.

Article 61 Validity and Performance of the Award

1. An award shall be legally binding from the date on which it is made.

2. After an award has been made, the parties concerned shall perform the award in accordance with the time limit for performance specified in the award. Where an award does not specify the time limit for performance, it shall be performed immediately. Where any party fails to perform the award, the other party may apply to the competent court for compulsory enforcement.

CHAPTER XI COSTS OF ARBITRATION

Article 54 Allocation of Fees

1. The arbitral tribunal shall have the power to determine in the award the arbitration fees and other actual expenses to be borne by the parties.

2. The arbitral tribunal may in principle apportion the arbitration fees between the parties in proportion to the liabilities of the parties and the outcome of the case. If the parties reach a settlement either by themselves or through mediation by the arbitral tribunal, the parties may reach an agreement upon the percentages of their respective shares in the arbitration fees. Where any party violates the principle of *bona fide* arbitration or the evidence submission requirements specified by the arbitral tribunal and thus causes an increase of the arbitration costs, the arbitral tribunal shall have the power to adjust the arbitration fees in appropriate proportion according to such acts.

3. The arbitral tribunal shall have the power to decide, according to the party's application, that the liable party shall compensate the other party for the expenses reasonably incurred by it in pursuing its case.

4. Where a party claims for a compensation of its lawyer's fees and provides relevant evidence, the arbitral tribunal may support such claim at its discretion, considering the liabilities of the parties and the outcome of the case, the amount of the lawyer's fees, the complexity of the case, the disputed amount, and the parties' acts, etc.

Article 62 Costs of Arbitration

1. The costs of the arbitration shall include:

   (a) the fees and expenses of the arbitral tribunal (including the tribunal's administrative secretary) ;

   (b) the fees and expenses of the emergency arbitrator (where applicable);

   (c) the costs of any expert appointed by the arbitral tribunal; and

   (d) the registration fee and administrative fee charged by the Centre.

2. The arbitral tribunal shall, before making the award, requests the Centre to finally determine the costs of the arbitration. The Centre shall do so in accordance with the WAC Fees Schedule in force at the date of commencement of the arbitration, having regard to the extent to which the arbitral tribunal has acted in an efficient and expeditious manner, the complexity of the dispute, the time spent by the arbitrator(s) and any other relevant circumstances.

3. The arbitral tribunal shall include in the award the total sum of the costs of the arbitration as finally determined by the Centre and specify the costs for each item.

Article 63 Deposit of Costs of Arbitration

1. The parties shall pay deposit for the costs of arbitration in advance to the Centre according to the WAC Fees Schedule.

2. Where the parties agree to apply other arbitration rules, schedule of fees and costs of arbitration stipulated by other arbitration rules may apply. If those other arbitration rules lack such schedule, the WAC Fees Schedule of Fees may apply *mutatis mutandis.*

3. Where the parties fail to pay in advance the relevant deposit for the costs of arbitration, the Secretariat may inform the parties so that the party concerned may make the required payment. If such payment is not made, the Secretary General may indicate the arbitral tribunal to suspend the arbitral proceedings, or the party concerned may be deemed as withdrawing its claims or

counterclaims, as the case maybe.

4. The WAC Fees Schedule attached to the Rules may be amended by the Centre from time to time. The WAC Fees Schedule in force at the time of the commencement of the arbitral proceedings apply to the case.

Article 64 Allocation of Costs

1. The arbitral tribunal has the power to determine in the arbitral award the costs of arbitration and other costs or expenses to be borne by the parties. Such costs and expenses include the fees and actual expenses payable under the WAC Fees Schedule, and the reasonable legal fees and other expenses incurred by the parties for conducting the arbitration.

2. Unless otherwise agreed by the parties or provided by the Rules, the costs of arbitration and actual expenses shall in principle be borne by the losing party. However, the arbitral tribunal may determine in the award the proportion and allocated amount of the costs of arbitration between the parties, having regard to the outcome of the case, each party's contribution to the efficiency and expeditiousness of the arbitration and any other circumstances it considers relevant. If the parties reach a settlement either independently or as a result of mediation by the arbitral tribunal,, they may agree upon the allocation of the costs of arbitration.

3. The arbitral tribunal may, pursuant to a party request, order that the losing party bear the winning party's reasonable costs and expenses for the conduct of the arbitration, including but not limited to attorney's fees, the costs of preservation measures, travel and accommodation expenses, notarial fees, and the fees of witnesses. Where the arbitral tribunal determines the amount of these costs and expenses, it shall take into consideration the outcome of the case, the complexity of the case, the actual workload of the parties or their attorneys, the amount in dispute, each party's contribution to the efficiency and expeditiousness of the arbitration and any other circumstances it considers relevant.

4. Where any party violates provisions of the Rules or does not comply with the order, decision or interlocutory award given by the arbitral tribunal and thus causes a delay of proceedings, a difficulty in evidence-taking or an increase of

the arbitration costs, the arbitral tribunal shall have the power to adjust at its discretion the proportion of allocation according to such acts.

CHAPTER XII MISCELLANEOUS PROVISIONS

Article 65 Expedited Procedure

1. Prior to the constitution of the arbitral tribunal, a party may apply to the Secretariat of the Centre for an expedited arbitration in accordance with this article where:
   (a) The parties agree arbitration by expedited procedure or summary procedure;
   (b) The amount in dispute in the Notice of Arbitration does not exceed HKD 5 million; or
   (c) After commencement of the arbitral proceedings, the aggregated amount of dispute of any claim, counterclaim and setoff does not exceed HKD 10 million.
2. Unless otherwise agreed by the parties, the arbitral proceedings of the case that meets with any requirement of the preceding Paragraph shall conducted in the manner as provided below, and the Centre may make the following changes:
   (a) The case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators;
   (b) If the arbitration agreement provides for three arbitrators, the Secretariat may 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;
   (c) The Secretary General may shorten any time limits provided for in the Rules, including the time limits for submission of arbitration documents or production of evidence;
   (d) After the commencement of the arbitral proceedings, the parties shall in principle be entitled to submit one Statement of Claim and one Statement of Defence (and Counterclaim) and, where applicable, one Statement of Defence in reply to the Counterclaim;

(e) The arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is appropriate to hold one or more hearings;

(f) The arbitral tribunal may state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

3. Upon the request of any party and after consulting with the parties and any confirmed or appointed arbitrators, the Secretary General may, having regard to any new circumstances that have arisen, decide that the Expedited Procedure under this article shall no longer apply to the case. Unless the President of the Centre considers that it is appropriate to revoke the confirmation or appointment of any arbitrator, the arbitral tribunal shall remain in place.

Article 66 Early Dismissal Procedure

1. A party may apply to the arbitral tribunal for early dismissal of a claim(s) or counterclaim(s) on the basis that such a claim(s) or counterclaim(s) is manifestly without legal merit or manifestly outside the jurisdiction of the arbitral tribunal.

2. The following procedure shall apply to an application for early dismissal:

(a) a party shall file an application for early dismissal in writing no later than 30 days after the formation of the arbitral tribunal or within any other time limit agreed by the parties, specifying the grounds on which the application is based and including a statement of the relevant facts, law and arguments, with any supporting documents;

(b) the arbitral tribunal shall fix time limits for written or oral submissions, as required, on the application for early dismissal;

(c) if a party files the application for early dismissal before the formation of the arbitral tribunal, the Secretary General shall fix time limits for written submissions on the application, so that the arbitral tribunal may consider the application promptly upon its formation; and

(d) the arbitral tribunal shall issue its decision on the application within 45 days after the latest of:

(i) the formation of the arbitral tribunal;

(ii) the last written submission on the application; or

(iii) the last oral submission on the application.

3. If the arbitral tribunal decides that all claims or counterclaims are manifestly without legal merit or manifestly outside the jurisdiction of the arbitral tribunal, it shall render an award to that effect, together with any decision on allocation of the costs of arbitration. Otherwise, the arbitral tribunal shall issue a decision on the application and make procedural arrangements for the further conduct of the proceedings. The decision of the arbitral tribunal shall be without prejudice to the right of a party to file an objection to jurisdiction pursuant to Article 12 or to argue subsequently in the proceedings that a claim(s) or counterclaim(s) is without legal merit.

Article 67 Disclosure of Third-Party Funding

1. "Third-party funding" is the provision of funds for the pursuit or defense of an arbitration proceedings, by a natural person or a legal person that is not a party to the dispute (the "third-party funder") to a party to the proceedings, in return for the third party funder receiving a financial benefit if the arbitration is successful within the meaning of the funding agreement.

2. Where a party has a third-party funding arrangement, the party shall file a written notice to the other party, the arbitral tribunal and the Secretariat, disclosing the following:

(a) the existence of the third-party funding;

(b) the identity of the third-party funder and its actual controller (if applicable);

(c) where an arbitrator has been nominated or appointed, the relationship, if any, between the third-party funder and its actual controller (if applicable) and the arbitrator.

3. The notice referred to in paragraph 2 shall be filed by the funded party within ten (10) days after the submission of the Notice of Arbitration or the Response to the Notice of Arbitration respectively, or within ten (10) days of the conclusion of a third-party funding arrangement if the arrangement is concluded after the

submission.

4. Each Party shall disclose to the other party, the arbitral tribunal and the Secretariat any change to the information referred to in paragraph 2 occurring after the initial disclosure, including termination of the funding arrangement, within ten (10) days of the change.

5. When making a decision on the costs of arbitration and other costs, the arbitral tribunal may take into account the existence of any third-party funding arrangement, and whether the requirements set forth in the preceding paragraphs 2, 3 and 4 are complied with by the party or parties accepting the funds.

Article 68 Confidentiality

1. Hearings shall be held in camera. Where both parties request an open hearing, the arbitral tribunal shall make a decision.
2. For cases heard in camera, the parties and their representatives, the arbitrators, the witnesses, the interpreters, the experts consulted by the arbitral tribunal, the appraisers appointed by the arbitral tribunal and other relevant persons shall not disclose to any outsider any substantive or procedural matters relating to the case.
3. Unless the parties agree otherwise, the arbitral tribunal may make orders concerning the confidentiality of the arbitration or any matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

Article 69 Use of Information Technology

With consent of the parties, the Centre or the arbitral tribunal may decide, by using information technology, to conduct all or part of the arbitral proceedings, including but not limited to accepting case, service, hearing and examination of evidence online.

Article 70 Calculation of Time-Limits

1. Any time period specified or determined in accordance with the Rules shall start to run on the day following the day on which such period commences. The day on which such period commences is not included in the calculation of the time period.

2. If the day following the day on which the period of time commences is an official holiday or a non-business day at the place of the service, the time period shall begin to run on the first following business day. Official holidays or non-business days occurring within such period are included in the calculation of the time period. If the last day of the relevant time period falls on an official holiday or a non-business day, the time period shall expire on the first following business day.

3. If a party cannot meet a time-limit because of a *force majeure* event or other justifiable reason, it may apply for an extension of the time period within 10 days of the removal of the obstacle. The arbitral tribunal shall decide on the request. Where the arbitral tribunal has not yet been formed, such decision shall be made by the Secretary General.

Article 71 Interpretation of the Rules

1. The headings of the articles in the Rules shall not be construed as interpretations of the contents of the provisions contained therein.

2. The Rules shall be interpreted by the Centre.

3. In all matters not expressly provided for in the Rules, the Centre and the arbitral tribunal shall act in the spirit of the Rules.

Article 72 Coming into Force

The Rules shall become effective as from 1 January 2020.