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深圳国际仲裁院仲裁规则

（深圳国际仲裁院第二届理事会第七次会议通过，自2019年2月21日起施行；深圳国际仲裁院第二届理事会第十四次会议决定第一次修正，该修正自2020年10月1日起施行；深圳国际仲裁院第二届理事会第十八次会议决定第二次修正，该修正自2022年2月21日起施行；深圳国际仲裁院第三届理事会第七次会议决定第三次修正，该修正自2024年10月1日起施行）

深圳国际仲裁院仲裁规则

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深圳国际仲裁院仲裁规则

第一章 总 则

第一条 仲裁机构

（一）深圳国际仲裁院（又名华南国际经济贸易仲裁委员会、粤港澳大湾区国际仲裁中心、深圳仲裁委员会，曾用名中国国际经济贸易仲裁委员会华南分会、中国国际经济贸易仲裁委员会深圳分会，下称“仲裁院”）是在中国深圳设立的仲裁机构。

（二）当事人在仲裁协议中约定争议由仲裁院仲裁，或约定的仲裁机构名称为仲裁院曾用名的，或可推定为仲裁院的，均可向仲裁院申请仲裁。

（三）当事人在仲裁协议中约定将争议提交中国（深圳）证券仲裁中心、中国（深圳）知识产权仲裁中心、深圳国际仲裁院海事仲裁中心或仲裁院在中国内地设立的其他分支机构仲裁的，由仲裁院受理。

第二条 受案范围

（一）仲裁院受理当事人之间发生的合同争议和其他财产权益争议仲裁案件，包括：

1. 国际或涉外仲裁案件；
2. 涉及中国香港特别行政区、澳门特别行政区或台湾地区的仲裁案件；
3. 中国内地仲裁案件。

（二）仲裁院受理一国政府与外国投资者之间的投资争议仲裁案件。

第三条 规则适用

（一）当事人同意由仲裁院进行仲裁的，除非另有约定，应视为同意按照本规则进行仲裁。

（二）当事人约定按照本规则或者仲裁院制定的特别规则进行仲裁，即视为同意将争议提交仲裁院仲裁。

（三）当事人约定适用其他仲裁规则，或约定对本规则有关内容进行变更的，从其约定。但其约定无法实施或与仲裁程序所适用法律的强制性规定相抵触的除外。当事人约定适用的其他仲裁规则规定由仲裁机构履行的职责，由仲裁院履行。

（四）当事人约定第二条第（一）款第1项或第2项案件适用《联合国国际贸易法委员会仲裁规则》的，仲裁院按照该规则及《深圳国际仲裁院关于适用〈联合国国际贸易法委员会仲裁规则〉的程序指引》管理案件。

（五）当事人将第二条第（二）款投资仲裁案件交付仲裁院仲裁的，仲裁院按照《联合国国际贸易法委员会仲裁规则》及《深圳国际仲裁院关于适用〈联合国国际贸易法委员会仲裁规则〉的程序指引》管理案件。

（六）仲裁院制定的特别规则或指引的规定与本规则不一致的，以特别规则或指引的规定为准。特别规则或指引未规定的，适用本规则。

（七）本规则未明确规定的事项，仲裁院或者仲裁庭有权按照其认为适当的方式处理。

第四条 仲裁地

（一）当事人对仲裁地有约定的，从其约定。

（二）当事人对仲裁地没有约定的，以仲裁院所在地为仲裁地。仲裁院也可视案件的具体情形确定其他地点为仲裁地。

（三）仲裁裁决应视为在仲裁地作出。

第五条 仲裁语言

（一）当事人对仲裁语言有约定的，从其约定。

（二）当事人对仲裁语言没有约定的，在仲裁庭组成前，仲裁院可以考虑案件所涉合同的语言等因素决定仲裁程序初步适用的仲裁语言；在仲裁庭组成后，由仲裁庭决定仲裁程序最终适用的仲裁语言。

（三）当事人约定两种或两种以上仲裁语言的，仲裁庭在征得当事人同意后可以确定适用其中一种语言。如果当事人无法达成一致意见，仲裁程序可以按当事人约定的多种语言进行，由此增加的相关费用由当事人承担。

（四）仲裁庭开庭时，当事人或其代理人、证人需要语言翻译的，当事人应自行提供或请求仲裁院提供翻译服务。

（五）当事人提交的各种文书和证明材料，仲裁庭或仲裁院认为必要时，可以要求当事人提供仲裁程序适用的仲裁语言的译本或节译本。

（六）仲裁裁决应当以本条第（一）、（二）或（三）款确定的仲裁语言作出。

第六条 送达

（一）当事人对送达方式有约定的，从其约定。

（二）除非当事人另有约定，有关仲裁的文书、通知、材料等可以当面送达或者以邮寄、传真、电子邮件、其他能提供记录的电子数据交换方式或者仲裁院认为适当的其他方式送达。

（三）仲裁院向当事人或者其代理人发送的仲裁文书、通知、材料等，有以下情形之一的，视为送达：

1. 送达至受送达人的营业地、注册地、居住地、户籍登记

地址、身份证地址、口头或书面向仲裁院确认的地址、对外使用的任何有效地址、当事人协议中列明的地址或者仲裁院认为适当的其他通讯地址中的任意一个地址；

2. 经合理查询不能找到上述任一地点而以邮寄的方式或者能提供投递记录的其他任何方式投递给受送达人最后一个为人所知的通讯地址；

3. 当事人或者其代理人收到仲裁院送达的仲裁文书、通知、材料后变更地址而未通知仲裁院的，仲裁院将后续仲裁文书、通知、材料等投递给受送达人原送达地址。

（四）送达时间以上述送达方式中最先送达到受送达人的时间为准。

（五）除非当事人另有约定，仲裁院或仲裁庭可以决定当事人在提交仲裁文书和证明材料时直接发送给其他当事人或发送至仲裁院网络仲裁服务平台，并将送达记录提交仲裁院。送达时间由仲裁院或仲裁庭根据送达记录确定。

第七条 诚信合作

（一）当事人及其代理人应当遵循诚实信用和善意合作的原则参加仲裁。

（二）当事人或其代理人违反本规则规定、当事人之间的约定或仲裁庭的决定而导致程序拖延或费用增加等问题的，仲裁庭有权决定该当事人承担相应的后果。

（三）当事人及其代理人应确保其所作陈述和提交材料的真实性，否则该当事人应承担相应的后果。

第二章 仲裁协议和管辖权

第八条 仲裁协议

（一）仲裁协议是指在合同中订明的仲裁条款或者以其他方式达成的约定仲裁的协议。

（二）仲裁协议可以由当事人在争议发生之前达成，也可以在争议发生之后达成。

（三）仲裁协议应当采取书面形式。书面形式包括但不限于合同书、信件和数据电文（包括电传、传真、电子邮件和电子数据交换）等可以有形表现所载内容的形式。

（四）有下列情形之一的，视为存在书面仲裁协议：

1. 在仲裁申请书和仲裁答辩书的交换中，一方当事人声称有仲裁协议而另一方当事人不作否认表示的；

2. 一方当事人向仲裁院申请仲裁而另一方当事人作出同意仲裁的书面意思表示的；

3. 一方当事人作出愿意将争议提交仲裁院仲裁的书面承诺，另一方向仲裁院申请仲裁的；

4. 当事人在仲裁过程中共同签署的庭审笔录等文件载明当事人同意在仲裁院仲裁的。

第九条 仲裁协议的独立性

合同中的仲裁条款或附属于合同的仲裁协议相对于合同独立存在。合同的成立与否、未生效、无效、失效、被撤销、变更、解除、中止、终止、转让或不能履行，均不影响仲裁协议的效力。

第十条 管辖权异议及管辖权决定

（一）当事人就仲裁协议的存在、效力或者其他问题对仲裁案件的管辖权有异议的，可以向仲裁院提出。

（二）管辖权异议应当在首次开庭前以书面形式提出；书面审理的，应当在首次答辩期限届满前或在收到书面审理通知之日

起10日内以书面形式提出。当事人未依照上述规定提出管辖权异议的，视为承认仲裁院对仲裁案件的管辖权。

（三）仲裁院或者仲裁院授权的仲裁庭有权就仲裁案件的管辖权作出决定。仲裁庭的决定可以在仲裁程序进行中作出，也可以在裁决书中作出。

（四）当事人向仲裁院提出管辖权异议不影响仲裁程序的进行。

（五）仲裁院或者仲裁院授权的仲裁庭对仲裁案件作出无管辖权决定的，案件应当撤销。在仲裁庭组成前，撤销案件的决定由仲裁院作出；在仲裁庭组成后，撤销案件的决定由仲裁庭作出。

第三章 仲裁程序的开始

第十一条 申请仲裁

（一）当事人申请仲裁应提交仲裁申请书。

（二）仲裁申请书应包括以下内容：

1. 各方当事人及其代理人的名称和地址、电话号码、传真号码、电子邮箱及其他联络方式；
2. 申请仲裁所依据的仲裁协议；
3. 仲裁请求；
4. 仲裁请求所依据的事实和理由；
5. 申请人或申请人授权的代理人的签名或印章。

（三）仲裁申请书应当附具仲裁请求所依据的证明材料以及申请人的主体资格证明材料。

（四）仲裁程序自仲裁院收到仲裁申请书之日开始。

第十二条 受理

申请人提交仲裁申请书及其附件并按照本规则第二十二条款的规定预缴仲裁费后，仲裁院确认申请仲裁的手续已完备的，予以受理。手续不完备的，仲裁院可以要求申请人在一定期限内予以完备；逾期不完备的，视为申请人未提出仲裁申请。

第十三条 仲裁通知

仲裁院受理案件后，将仲裁通知、适用的仲裁规则和仲裁员名册发送各方当事人，申请人的仲裁申请书及其附件同时转发被申请人。

第十四条 答辩

（一）被申请人应在收到仲裁通知之日起30日内提交答辩书。

（二）答辩书应包括以下内容：

1. 被申请人及其代理人的名称和地址、电话号码、传真号码、电子邮箱及其他联络方式；
2. 答辩意见及所依据的事实和理由；
3. 被申请人或被申请人授权的代理人的签名或印章。

（三）答辩书应当附具答辩意见所依据的证明材料以及被申请人的主体资格证明材料。

（四）被申请人申请延期答辩，且仲裁庭认为有正当理由的，可以适当延长答辩期限。仲裁庭尚未组成的，由仲裁院决定是否延长答辩期限。

（五）被申请人不答辩或者答辩不符合本规则规定的，不影响仲裁程序的继续进行。

第十五条 反请求

（一）被申请人如有反请求，应当自收到仲裁通知之日起30

日内以书面形式提出。逾期提交的，仲裁庭组成前由仲裁院决定是否受理，仲裁庭组成后由仲裁庭决定是否受理。

（二）反请求的提出和受理，参照本规则第十一条和第十二条的规定办理。

（三）仲裁院认为被申请人提出反请求的手续已完备的，向当事人发出反请求受理通知。

（四）申请人对反请求的答辩，参照本规则第十四条的规定办理。

第十六条 变更仲裁请求或反请求

（一）当事人可书面申请变更仲裁请求或反请求。

（二）是否同意变更，仲裁庭组成前由仲裁院决定，仲裁庭组成后由仲裁庭决定。仲裁院或仲裁庭认为变更会造成仲裁程序过于延迟、对另一方不公平或导致任何其他情况而不宜变更的，有权拒绝变更。

（三）变更仲裁请求或反请求不影响仲裁程序的继续进行。

（四）变更仲裁请求或反请求的提出、受理和答辩，参照本规则第十一条至第十四条的规定办理。

第十七条 多份合同的单次仲裁

（一）当事人之间因多份合同、主从合同或其他关联合同引起的争议，如果多份合同、主从合同或关联合同的仲裁协议都约定由仲裁院仲裁，且相关争议源于同一交易或同一系列交易，申请人可以在单次仲裁中就多份合同、主从合同或关联合同争议一并提出仲裁申请。

（二）被申请人提出异议的，由仲裁院或仲裁院授权的仲裁庭作出决定。

第十八条 合并仲裁

（一）经当事人书面同意，仲裁院可以决定将已经进入仲裁程序的两个或两个以上的关联案件合并为一个仲裁案件，由同一仲裁庭进行审理。

（二）除非当事人另有约定或者仲裁院另有决定，合并的仲裁案件应合并于最先开始仲裁程序的仲裁案件。

（三）仲裁案件合并后，在仲裁庭组成前，由仲裁院对程序事项作出决定；在仲裁庭组成后，由仲裁庭对程序事项作出决定。

（四）仲裁案件合并后，仲裁庭有权就当事人之间的争议分别或一并作出仲裁裁决。

第十九条 合并开庭

两个或者两个以上仲裁案件所涉法律或事实问题相同、相类似或相关联，且仲裁庭组成人员相同的，经当事人同意，可以合并开庭审理。

第二十条 追加当事人

（一）已经进入仲裁程序的任何一方当事人可以依据相同仲裁协议书面申请追加当事人。是否接受，由仲裁庭作出决定；仲裁庭尚未组成的，由仲裁院作出决定。

（二）经当事人和案外人一致同意后，案外人可以书面申请加入仲裁程序。是否接受，由仲裁庭作出决定；仲裁庭尚未组成的，由仲裁院作出决定。

（三）仲裁庭尚未组成，仲裁院接受追加当事人请求的，各方当事人应按照本规则第二十八至三十一条的规定指定仲裁员组成仲裁庭，其所规定的期限从同意追加当事人的决定送达之日

起算。仲裁庭已组成，仲裁庭接受追加当事人请求的，由仲裁庭继续审理。任何未参与仲裁庭组成程序的当事人视为放弃此项权利，但不影响该当事人根据本规则第三十三条的规定申请仲裁员回避的权利。

第二十一条 多方当事人之间的仲裁请求

（一）案件有两个或者两个以上的申请人或被申请人，或者存在追加当事人的情况下，任何当事人均可以依据相同的仲裁协议针对其他任意一方当事人提出仲裁请求。在仲裁庭组成前，由仲裁院决定是否受理；在仲裁庭组成后，由仲裁庭决定是否受理。

（二）上述仲裁请求的提出、受理、答辩、变更等事项参照本规则第十一条至第十六条的规定办理。

第二十二条 预缴仲裁费

（一）当事人提出仲裁请求或反请求，变更仲裁请求或反请求，应当按照仲裁院的通知在规定的时间内预缴仲裁费。

（二）当事人要求抵销任何仲裁请求，且该要求需要仲裁庭考虑额外事项的，该抵销按单独的请求计算仲裁费。

第二十三条 文件的提交

除非当事人另有约定，仲裁院或仲裁庭可要求当事人以电子和/或纸质方式提交仲裁申请书、答辩书、反请求申请书、证明文件以及其他书面文件。

第二十四条 代理人

当事人可以委托包括中国内地、香港特别行政区、澳门特别行政区、台湾地区和外国律师在内的人士担任其仲裁代理人。当事人委托代理人进行仲裁活动的，应当向仲裁院提交载明具体委

托事项和权限的授权委托书。

第四章 临时措施

第二十五条 保全

（一）因情况紧急，不立即申请保全将会使其合法权益受到难以弥补的损害的，或担心因对方的行为或者其他原因可能使裁决不能执行或者难以执行的，当事人可以在申请仲裁前或仲裁程序中申请财产保全或行为保全。

（二）在证据可能灭失或者以后难以取得的情况下，当事人可以在申请仲裁前或仲裁程序中申请证据保全。

（三）如果仲裁地在中国内地，当事人在仲裁程序开始前申请保全的，可以将其申请直接提交有管辖权的法院；当事人在仲裁程序中申请保全的，仲裁院应将其申请提交有管辖权的法院。如果仲裁地在其他国家或地区，当事人申请保全的，应按照适用的法律将其申请提交有管辖权的法院裁定或仲裁庭决定。

第二十六条 紧急仲裁员

（一）在仲裁程序适用法律允许的情况下，从仲裁程序开始后至仲裁庭组成之前，当事人因情况紧急需要申请临时措施的，可以向仲裁院提出指定紧急仲裁员的书面申请。是否同意，由仲裁院决定。

（二）书面申请材料应包含以下内容：

1. 所涉及的当事人及其代理人的名称和地址、电话号码、传真号码、电子邮箱及其他联络方式；
2. 所申请的具体临时措施及理由；
3. 有关紧急仲裁员程序进行地、语言及适用法律的意见。

（三）仲裁院决定适用紧急仲裁员程序的，应在收到申请及申请人按规定预缴的紧急仲裁员费用后2日内指定紧急仲裁员，并将指定情况通知所有当事人。仲裁院应将申请人的申请材料及其附件同时转发被申请人。

（四）紧急仲裁员的信息披露、回避等事项，参照本规则第三十二条和第三十三条的规定办理。当事人若以紧急仲裁员披露的事项为由要求该仲裁员回避，应于收到紧急仲裁员的书面披露后2日内书面提出。逾期没有申请回避的，不得以紧急仲裁员曾经披露的事项为由申请回避。

（五）除非当事人另有约定，紧急仲裁员不担任与该临时措施申请有关的案件的仲裁员。

（六）紧急仲裁员有权采取其认为适当的方式就当事人的临时措施申请进行审查，但应保证各方当事人有合理陈述的机会。

（七）紧急仲裁员应当于指定之日起14日内作出相关决定并说明理由。当事人应当遵守紧急仲裁员作出的相关决定。

（八）当事人对紧急仲裁员作出的相关决定有异议的，有权自收到相关决定之日起3日内向紧急仲裁员提出修改、中止或撤销相关决定的申请，是否同意，由紧急仲裁员决定。

（九）仲裁庭组成后，可以修改、中止或撤销紧急仲裁员作出的相关决定。

第五章 仲裁庭

第二十七条 独立和公平原则

仲裁员应当独立于当事人，并应公平地对待当事人。

第二十八条 仲裁员名册的适用

（一）当事人应从《深圳国际仲裁院仲裁员名册》中指定仲裁员。

（二）适用《联合国国际贸易法委员会仲裁规则》或《深圳国际仲裁院海事物流仲裁规则》的案件，当事人可以从《深圳国际仲裁院仲裁员名册》中指定仲裁员，也可以在前述名册之外提出仲裁员人选。在前述名册之外提出仲裁员人选的，该人选经仲裁院确认后方可担任该案仲裁员。

第二十九条 仲裁庭的人数和组成方式

（一）当事人可以约定仲裁庭人数为一名或三名。

（二）除非当事人另有约定或本规则另有规定，仲裁庭由三名仲裁员组成。

（三）当事人可以约定仲裁庭的组成方式，但其约定无法实施或与仲裁程序适用法律的强制性规定相抵触的除外。

第三十条 三人仲裁庭的组成

（一）除非当事人另有约定，申请人和被申请人应当各自在收到仲裁通知之日起15日内指定或委托仲裁院院长指定一名仲裁员；当事人未能按照上述规定指定或委托仲裁院院长指定的，由仲裁院院长指定。如果一方当事人有多个，则该方多个当事人应共同指定或共同委托仲裁院院长指定仲裁员；该方多个当事人无法达成一致的，由仲裁院院长指定。

（二）除非当事人另有约定，首席仲裁员由当事人在被申请人收到仲裁通知之日起15日内共同指定或共同委托仲裁院院长指定。当事人未能按照上述规定共同指定或共同委托仲裁院院长指定的，首席仲裁员由仲裁院院长指定；一方当事人书面表示放弃与对方当事人共同指定或共同委托仲裁院院长指定的，首席仲裁员由仲裁院院长指定，并不受上述期限限制。

（三）当事人可以约定，仲裁院院长也可以决定，首席仲裁员由根据本条第（一）款已确定的两名仲裁员共同指定。除非当事人另有约定，在第二名仲裁员确定之日起10日内该两名已确定的仲裁员对首席仲裁员人选未达成一致的，首席仲裁员由仲裁院院长指定。

（四）经双方当事人申请或同意，仲裁院院长可以推荐三名以上首席仲裁员候选名单，供双方当事人在收到候选名单之日起5日内按照各自意愿作先后排序。在推荐人选中，双方当事人叠加排序名列最前的，为双方当事人共同指定的首席仲裁员；叠加排序有两名或两名以上并列最前的，由仲裁院院长在并列人选中确定一名为双方当事人共同指定的首席仲裁员。

（五）经双方当事人申请或同意，仲裁院院长可以推荐三名以上首席仲裁员候选名单，供双方当事人在收到候选名单之日起5日内选择。在推荐人选中，双方当事人的选择有一名相同的，为双方当事人共同指定的首席仲裁员；有两名以上相同的，由仲裁院院长在相同人选中确定一名为双方当事人共同指定的首席仲裁员；没有相同人选的，由仲裁院院长在候选名单之外为双方当事人指定首席仲裁员。

（六）经双方当事人申请或同意，仲裁院院长可以推荐三名以上首席仲裁员候选名单。双方当事人在收到候选名单之日起5日内可以各排除一名或若干名候选人。首席仲裁员由仲裁院院长在剩余候选名单中指定；候选人均被排除的，由仲裁院院长在候选名单之外指定。

第三十一条 独任仲裁庭的组成

仲裁庭由一名仲裁员组成的，按照本规则第三十条第（二）款、第（四）款、第（五）款或第（六）款规定的程序，指定该

独任仲裁员。

第三十二条 仲裁员信息披露

（一）仲裁员被指定后，应签署保证独立公正仲裁的声明书。

（二）仲裁员应当在声明书中披露其知悉的可能引起对其公正性和独立性产生合理怀疑的任何情形。

（三）仲裁员在签署声明书后的仲裁程序中出现应当披露的情形的，应当立即书面披露。

第三十三条 仲裁员回避

（一）当事人以仲裁员披露的信息为由要求该仲裁员回避的，应于收到仲裁员的书面披露后10日内书面提出。逾期没有申请回避的，不得以仲裁员曾经披露的事项为由申请该仲裁员回避。

（二）当事人对被指定的仲裁员的公正性和独立性产生合理怀疑时，可以书面提出回避申请，但应说明具体理由，并提供相应证据。

（三）当事人的回避申请应当及时转交其他当事人和仲裁庭所有成员。

（四）如果一方当事人申请回避，另一方当事人同意回避申请，或者被申请回避的仲裁员主动退出仲裁庭，则该仲裁员不再参加本案审理。但上述情形并不表示当事人提出回避的理由成立。

（五）除本条第（四）款规定的情形外，仲裁员是否回避，由仲裁院院长作出决定。在仲裁院院长作出决定前，被申请回避的仲裁员应当继续履行职责。

（六）当事人在收到仲裁庭组成通知之后聘请的代理人 与仲裁员构成应当回避情形的，该方当事人无权再就此提出回避申请，但另一方当事人申请回避的权利不受影响。因此而导致仲裁

程序拖延的，造成回避情形的当事人应承担相应的后果，包括但不限于由此而产生的费用。

第三十四条 仲裁员替换

（一）仲裁员由于回避、主动退出或其他特定原因不能履行职责的，应当替换。

（二）仲裁员在法律上或事实上不能履行其职责，或者没有按照本规则的要求履行职责的，仲裁院院长有权决定将其替换，并给予各方当事人和仲裁庭全体成员提出书面意见的机会。

（三）被替换的仲裁员原来由当事人指定的，当事人应当按原指定仲裁员的方式自收到通知之日起5日内重新指定，逾期未重新指定的，由仲裁院院长指定；原来由仲裁院院长指定的，由仲裁院院长另行指定。

（四）除非当事人另有约定，仲裁员替换后，由仲裁庭决定此前已进行过的全部或部分审理程序是否需要重新进行。仲裁庭决定全部审理程序重新进行的，本规则第五十条规定的裁决作出期限从仲裁庭决定重新进行审理程序之日起计算。

第三十五条 多数仲裁员继续仲裁程序

最后一次开庭结束后，三人仲裁庭中的一名仲裁员由于特定原因不能继续参加仲裁程序，仲裁院院长可以按照本规则第三十四条的规定替换该仲裁员；但在征得各方当事人及仲裁院院长同意后，其他两名仲裁员也可以继续进行仲裁程序，作出决定或裁决。

第六章 审 理

第三十六条 审理方式

（一）除非当事人另有约定，仲裁庭有权决定程序事项，并按照其认为适当的方式审理案件。在任何情形下，仲裁庭均应保持独立和中立，公平、公正地对待各方当事人，给予各方当事人陈述和辩论的合理机会。

（二）仲裁庭对程序事项意见不一致时，仲裁程序按照仲裁庭的多数意见进行；仲裁庭不能形成多数意见时，仲裁程序按照首席仲裁员的意见进行。

（三）仲裁庭认为必要时，可以发布程序指令、发出问题清单、举行庭前会议、议定审理范围、要求当事人进行庭前证据交换、要求当事人披露相关文件、要求当事人共同拟定争议焦点问题、在适用法律许可的范围内行使释明权。

（四）除非本规则另有规定，仲裁庭应当开庭审理案件；仲裁庭认为不必开庭审理，并经征得当事人同意的，仲裁庭可以依据书面文件进行审理。

（五）当事人约定书面审理的，从其约定；但仲裁庭认为有必要开庭审理的，可以开庭审理。

（六）当事人可以约定采用询问式、辩论式或其他方式开庭审理案件。

第三十七条 开庭通知

（一）对于开庭审理的案件，仲裁庭确定第一次开庭时间后，应不迟于开庭前10日通知当事人。当事人有正当理由的，可以申请延期开庭，但应不迟于开庭前5日以书面形式提出。是否延期，由仲裁庭决定。

（二）当事人有正当理由未能按第（一）款规定的期限提出延期开庭申请的，是否延期，由仲裁庭决定。

（三）第二次和其后各次开庭审理时间及延期后开庭审理时

间的通知，不受第（一）款所列期限的限制。

（四）经当事人同意，仲裁庭可以提前开庭。

第三十八条 开庭地点

（一）除非当事人另有约定，应当在仲裁院所在地开庭。如仲裁庭认为有必要，并经仲裁院同意，也可以在其他地点开庭。

（二）当事人约定在仲裁院所在地之外的地点开庭的，应承担相应费用。当事人应当按照约定或者仲裁院确定的比例，在仲裁院通知的期限内预缴上述费用；未预缴的，在仲裁院所在地开庭。

第三十九条 当事人缺席

（一）申请人经通知，无正当理由不到庭的，或未经仲裁庭许可而中途退庭的，视为撤回仲裁申请；被申请人提出反请求的，不影响仲裁庭就反请求进行审理。

（二）被申请人经通知，无正当理由不到庭的，或未经仲裁庭许可而中途退庭的，仲裁庭可以进行缺席审理，并继续仲裁程序；被申请人提出反请求的，视为撤回反请求。

第四十条 庭审声明

在开庭审理时，仲裁庭就独立公正宣读声明书；当事人及其代理人、证人、鉴定人等相关人员可以就诚实信用和善意合作宣读声明书。

第四十一条 庭审记录

（一）仲裁庭将开庭情况记入庭审笔录，也可以对庭审进行语音或图像记录。经当事人申请，庭审笔录可以提供给当事人。

（二）庭审笔录由仲裁员、当事人及其代理人、证人或其他有关人员签名确认。当事人和其他仲裁参与人认为庭审笔录对自己陈述的记录存在遗漏或者差错的，可以申请补正；仲裁庭不同

意补正的，应记录该申请。

（三）经当事人共同申请，或经一方当事人申请且得到仲裁庭的同意，或经仲裁庭自行决定，仲裁院可以为仲裁庭聘请专业速录人员或采用其他方式制作庭审笔录。

第四十二条 举证

（一）仲裁庭可以决定举证期限，当事人应当在该期限内提交证据。逾期提交的，仲裁庭有权拒绝接受。

（二）当事人对自己的主张承担举证责任。仲裁庭有权决定当事人的举证责任。

（三）负有举证责任的当事人未能在规定的期限内提交证据，或者虽提交证据但不足以证明其主张的，应承担因此产生的后果。

（四）当事人申请证人出庭的，应当在书面申请中列明拟出庭的证人的身份信息、证词和所用的语言。

（五）就法律及其他专业问题，当事人可以聘请专家证人提出书面意见和/或出庭作证。

（六）当事人对证据规则有特别约定的，从其约定，但其约定无法实施或与仲裁程序适用法律强制性规定相抵触的除外。

第四十三条 质证

（一）除非当事人另有约定，证据应当在开庭审理时出示，当事人可以质证。

（二）对于书面审理的案件中的证明材料，或者须在开庭后补交的证明材料，当事人同意书面质证的，应在仲裁庭决定的期限内提交书面质证意见。

（三）当事人共同确认或没有异议的证据，视为已经质证。

（四）当事人提供伪造的证据的，应承担相应的后果，仲裁

庭有权据此驳回该方当事人提出的请求或反请求。

第四十四条 仲裁庭调查

（一）仲裁庭认为有必要，或者当事人申请且仲裁庭同意的，仲裁庭可以调查事实、收集证据。

（二）仲裁庭现场调查事实、收集证据时，认为有必要通知当事人到场的，应及时通知。当事人经通知不到场的，不影响仲裁庭调查事实和收集证据。

（三）仲裁庭调查的有关情况及收集的证据，应告知或转交当事人，并给予当事人提出意见的机会。

第四十五条 专家报告

（一）仲裁庭认为有必要，或者当事人提出请求且经仲裁庭同意的，仲裁庭可以决定聘请专家进行鉴定、审计、评估、检测或咨询，并提供专家报告。

（二）仲裁庭可以通知当事人在一定的期限内共同选定专家；当事人不能达成一致的，由仲裁庭指定。

（三）当事人应当按照约定或仲裁庭决定的比例预交专家费用。当事人不预交的，仲裁庭有权决定不进行本条第（一）款的程序。

（四）专家报告副本应转交当事人，给予当事人提出意见的机会。仲裁庭认为有必要，或者根据当事人的请求，可以通知专家参加开庭，并就专家报告进行解释。

第四十六条 程序中止

（一）当事人请求中止仲裁程序，或者出现法律或本规则规定的其他需要中止仲裁程序的情形的，由仲裁庭决定仲裁程序是否中止。仲裁庭尚未组成的，由仲裁院决定。

(二)中止仲裁程序的原因消失后,仲裁程序恢复进行。

第四十七条 撤回申请和撤销案件

(一)当事人可以撤回全部仲裁请求或全部仲裁反请求。申请人撤回全部仲裁请求的,不影响仲裁庭就被申请人的仲裁反请求进行审理和裁决。被申请人撤回全部仲裁反请求的,不影响仲裁庭就申请人的仲裁请求进行审理和裁决。

(二)仲裁请求和反请求全部撤回的,仲裁庭应作出撤销案件的决定。在仲裁庭组成前撤销案件的,由仲裁院作出撤销案件的决定。仲裁院或仲裁庭有权决定提出撤回申请的当事人承担相应的仲裁费用,当事人另有约定的,从其约定。

(三)案件经开庭审理后,当事人申请撤回全部仲裁请求或全部仲裁反请求的,仲裁庭可给予对方当事人合理机会发表意见。如果对方当事人提出合理的反对意见,并且仲裁庭认为有正当理由通过裁决解决争议,仲裁庭有权继续仲裁程序。

第七章 调解与和解

第四十八条 仲裁庭主持的调解

(一)如果各方当事人有调解意愿,仲裁庭可以在仲裁程序中主持调解。当事人同意由仲裁庭调解的,主持调解的仲裁员在其后的仲裁程序中可以继续履行仲裁员职责,除非当事人另有约定或者适用法律另有规定。

(二)仲裁庭可以按照其认为适当的方式进行调解。经征得当事人同意,调解可以由仲裁庭全部或部分成员主持。

(三)一方当事人申请案外人参加调解,所有当事人以及该案外人书面同意的,仲裁庭可以通知案外人参加调解。

（四）在调解过程中，任何一方当事人提出终止调解或仲裁庭认为已无调解成功的可能时，应停止调解。

（五）当事人经调解达成和解的，可以撤回仲裁请求或反请求，也可以请求仲裁庭依照和解协议的内容作出裁决书或调解书。

（六）如果调解不成功，任何一方当事人均不得在其后的仲裁程序、司法程序或其他任何程序中援引当事人、仲裁员在调解过程中的任何陈述、意见、观点、建议或主张作为支持其请求、答辩或反请求的依据。

第四十九条 和解、调解及谈判促进

（一）当事人可以对其争议自行达成和解，可以向仲裁院调解中心或仲裁院认可的其他调解机构申请调解，也可以向仲裁院谈判促进中心申请谈判促进。

（二）在仲裁案件审理过程中，当事人根据本条第（一）款规定的方式达成和解协议的，当事人可以请求仲裁庭依照和解协议的内容作出裁决书、调解书或申请撤销仲裁案件。当事人尚未申请仲裁或仲裁庭尚未组成的，如当事人请求依照和解协议作出裁决书或调解书，除非当事人另有约定，仲裁院院长应指定一名独任仲裁员组成仲裁庭，由仲裁庭按照其认为适当的程序进行审理并作出裁决书或调解书，具体程序和期限不受本规则其他条款限制。

（三）仲裁院或仲裁庭有权要求当事人作出声明，保证和解协议及相关交易的合法性和真实性，承诺不损害案外人利益或公共利益。仲裁庭对和解协议的合法性、真实性有合理怀疑，或者认为依据和解协议的内容作出裁决书或调解书有可能损害案外人利益或公共利益的，应当驳回当事人关于按照和解协议内容作出

裁决书或调解书的请求。

第八章 裁 决

第五十条 作出裁决的期限

（一）本规则第二条第（一）款第1项、第2项所涉争议案件，仲裁庭应当在组庭之日起6个月内作出裁决。

（二）本规则第二条第（一）款第3项所涉争议案件，仲裁庭应当在组庭之日起4个月内作出裁决。

（三）本规则第二条第（一）款所涉争议案件适用第九章快速程序的，仲裁庭应当在组庭之日起2个月内作出裁决。

（四）确有特殊情况和正当理由需要延长裁决期限的，由仲裁庭提请仲裁院批准，可以适当延长。

（五）下列期间不计入上述期限：

1. 根据本规则第四十五条进行鉴定、审计、评估、检测、专家咨询等的期间；
2. 根据本规则第四十八条、第四十九条进行和解、调解和谈判促进的期间；
3. 依照法律和本规则规定中止仲裁程序的期间。

第五十一条 裁决的作出

（一）仲裁庭应当基于事实，依据可适用的法律及公认的法律原则，参考商业惯例，公平合理、独立公正地作出裁决。

（二）当事人对于实体适用法律有约定的，从其约定；当事人没有约定或其约定与仲裁地法律强制性规定相抵触的，由仲裁庭决定。

（三）仲裁庭在其作出的裁决中，应当写明仲裁请求、争议

事实、裁决理由、裁决结果、仲裁费用的承担、裁决日期和仲裁地。当事人另有约定的，以及按照当事人和解协议的内容作出裁决的，可以不写明争议事实和裁决理由。仲裁庭有权确定当事人履行裁决的具体期限及逾期履行所应承担的责任。

（四）由三名仲裁员组成仲裁庭审理的案件，裁决依全体仲裁员或多数仲裁员的意见作出；少数仲裁员的书面意见应当附卷，并可以和裁决书一同发送当事人，但该书面意见不构成裁决书的组成部分。仲裁庭不能形成多数意见时，裁决依首席仲裁员的意见作出；其他仲裁员的书面意见应当附卷，并可以和裁决书一同发送当事人，但该书面意见不构成裁决书的组成部分。

（五）裁决书应由仲裁员签署。持有不同意见的仲裁员可以在裁决书上署名，也可以不署名。

（六）作出裁决的日期，即为裁决发生法律效力日期。

（七）裁决书应加盖仲裁院印章。

（八）裁决是终局的，对各方当事人均有约束力。但当事人约定适用选择性复裁程序的，裁决效力依本规则第六十八条及《深圳国际仲裁院选择性复裁程序指引》确定。

第五十二条 部分裁决

仲裁庭认为必要或当事人提出请求并经仲裁庭同意的，仲裁庭可以在按照第五十一条的规定作出裁决之前，就当事人的部分请求事项作出部分裁决。部分裁决是终局的，对各方当事人均有约束力。

第五十三条 裁决书草案的核阅

仲裁庭应在签署裁决书之前将裁决书草案提交仲裁院核阅。仲裁院可以提出形式上的修改建议，也可以提示仲裁庭注意实体问题，但不影响仲裁庭独立作出裁决。

第五十四条 裁决书补正

（一）任何一方当事人均可以在收到裁决书之日起30日内就裁决书中的书写、打印或计算错误，或者其他类似性质的错误，书面申请仲裁庭作出更正。如确有错误，仲裁庭应在收到书面申请之日起30日内作出书面更正。

（二）任何一方当事人均可以在收到裁决书之日起30日内就裁决书中遗漏的仲裁请求事项，书面申请仲裁庭作出补充裁决。如确有遗漏，仲裁庭应在收到上述书面申请之日起30日内作出补充裁决。

（三）仲裁庭可以在作出裁决后的合理时间内自行以书面形式对裁决书进行更正或者作出补充裁决。

（四）上述书面更正或补充裁决构成裁决书的一部分。

第五十五条 重新仲裁

（一）有管辖权的法院按照法律规定通知重新仲裁的，案件由原仲裁庭审理。原仲裁庭组成人员由于回避、主动退出或者其他特定原因不能履行职责的，按照本规则第三十四条的规定替换仲裁员。

（二）重新仲裁的案件，具体仲裁程序由仲裁庭决定。

（三）仲裁庭应按照本规则重新作出裁决。

（四）重新仲裁的裁决书取代原裁决书，当事人应当履行重新仲裁的裁决书。

第九章 快速程序

第五十六条 快速程序的适用

（一）凡争议金额不超过人民币1,000万元的，或争议金额超

过人民币1,000万元但经当事人书面同意的，或当事人约定适用快速程序或简易程序的，适用快速程序。

（二）争议金额不明确的，由仲裁院根据案件的复杂程度、涉及权益的情况以及其他有关因素综合考虑决定是否适用快速程序。

第五十七条 答辩和反请求

（一）被申请人应在收到仲裁通知之日起10日内提交答辩书及有关证明材料。

（二）被申请人如有反请求，应在收到仲裁通知之日起10日内以书面形式提出。申请人对反请求的答辩书，应在收到反请求受理通知后10日内提交。

第五十八条 仲裁庭的组成

适用快速程序的案件，依据本规则第三十一条的规定组成独任仲裁庭审理案件。

第五十九条 审理方式

仲裁庭可以按照其认为适当的方式审理案件。仲裁庭可以决定依据当事人提交的书面材料和证据进行书面审理，也可以决定开庭审理。

第六十条 开庭通知

（一）对于开庭审理的案件，仲裁庭确定第一次开庭时间后，应不迟于开庭前7日通知当事人。当事人有正当理由的，可以申请延期开庭，但应不迟于开庭前3日以书面形式提出；是否延期开庭，由仲裁庭决定。

（二）当事人有正当理由未能按第（一）款规定的期限提出延期开庭申请的，是否延期，由仲裁庭决定。

（三）第二次和其后各次开庭审理时间及延期后开庭审理时

间的通知，不受第（一）款所列期限的限制。

第六十一条 程序变更

（一）仲裁请求的变更或反请求的提出，不影响快速程序的继续进行。

（二）变更后的仲裁请求或反请求所涉及的争议金额超过人民币1,000万元的，经一方当事人请求或者仲裁庭提议，仲裁院认为有必要的，仲裁院可以决定将快速程序变更为普通程序。

（三）原适用普通程序的案件，仲裁庭组成前，申请人变更仲裁请求的，变更后的仲裁请求金额不超过人民币1,000万元的，适用快速程序；仲裁庭组成后，仲裁请求的变更或反请求的提出，不影响普通程序的继续进行。

第六十二条 其他规定

本章未规定的事项，适用本规则其他各章的有关规定。

第十章 附 则

第六十三条 仲裁费用

（一）当事人应当按照仲裁院制定的《仲裁费用规定》向仲裁院缴付仲裁费用。

（二）当事人约定适用其他仲裁规则的，仲裁院可以适用其他仲裁规则规定的仲裁收费办法收费；该规则没有规定仲裁收费办法的，适用仲裁院的《仲裁费用规定》。

（三）在仲裁过程中，若当事人未按规定缴付相关费用，仲裁院应通知当事人，以便由任何一方缴付。若仍未缴付，仲裁院可决定中止仲裁程序，或视为当事人撤回全部仲裁请求或反请求。

（四）本规则所附《仲裁费用规定》构成本规则的组成部分。

第六十四条 费用承担

（一）仲裁庭有权在裁决书中决定当事人应承担的仲裁费和其他费用，包括当事人按照《仲裁费用规定》所应缴付的仲裁费用和实际开支，以及当事人为进行仲裁而发生的合理的法律费用和其他费用。

（二）除非当事人另有约定或本规则另有规定，仲裁费用原则上应由败诉方承担。但仲裁庭可以在考虑相关情况后，按照其认为合理的比例，决定仲裁费的承担。当事人自行和解或者经仲裁庭调解结案的，当事人可以协商确定仲裁费的承担。

（三）当事人违反本规则或者不履行仲裁庭决定而导致仲裁程序拖延的，其仲裁费用承担不受前款规定的限制；因仲裁程序拖延导致其他费用发生或者增加的，还应承担其他相应的费用。

（四）仲裁庭有权根据当事人的请求在裁决书中决定败诉方补偿胜诉方因办理案件支出的合理费用，包括但不限于律师费、保全费、差旅费、公证费和证人作证费用等。仲裁庭在确定上述费用时，应考虑案件的裁决结果、复杂程度、当事人或代理人的实际工作量以及案件的争议金额等有关因素。

第六十五条 期限的计算

（一）本规则规定的期限或者根据本规则确定的期限，应当自期限开始之次日起算。期限开始之日，不计算在期限之内。

（二）如果期限开始之次日为送达地公共假日或者非工作日，则从其后的第一个工作日开始计算。期限内的公共假日和非工作日应计算在期限内。期限届满日是公共假日或者非工作日的，以其后的第一个工作日为期限届满日。

（三）当事人因不可抗力或者其他正当理由耽误期限的，在障碍消除后10日内，可以申请顺延。是否准许，由仲裁庭决定；仲裁庭尚未组成的，由仲裁院决定。

第六十六条 保密

（一）仲裁不公开进行。

（二）如果当事人同意公开审理，由仲裁庭作出是否公开审理的决定。

（三）不公开审理的案件，当事人及其仲裁代理人、证人、翻译、仲裁员、仲裁庭咨询的专家和指定的鉴定人、庭审记录人员、仲裁院工作人员等相关人员，均不得对外界透露案件实体或程序有关情况，但法律另有规定的除外。

第六十七条 信息技术应用

除非当事人另有约定，仲裁院或仲裁庭可以决定全部或者部分仲裁程序借助信息技术进行，包括但不限于网上立案、送达、开庭、质证。

第六十八条 选择性复裁程序

（一）在仲裁地法律不禁止的前提下，当事人约定任何一方就仲裁庭依照本规则第八章作出的裁决可以向仲裁院提请复裁的，从其约定。适用本规则快速程序的案件，不适用本条规定的选择性复裁程序。

（二）选择性复裁程序按照《深圳国际仲裁院选择性复裁程序指引》的规定进行。

第六十九条 异议权的放弃

当事人在知道或应当知道本规则、适用于仲裁程序的其他仲裁规则、仲裁庭的任何决定或仲裁协议中的任何条款或条件未被

遵守的情况下，仍继续参与仲裁程序且未及时提出书面异议的，视为其放弃提出异议的权利。

第七十条 责任的限制

仲裁员、仲裁院及其相关人员均不就依本规则进行的仲裁中的任何作为或不作为承担任何民事责任，除非是不诚实的作为或不作为。

第七十一条 规则的解释

（一）本规则条文标题不用于解释条文含义。

（二）本规则由仲裁院负责解释。

（三）除非另有声明，仲裁院发布的其他文件不构成本规则的组成部分。

第七十二条 规则的施行

本规则经仲裁院理事会审议通过后自2019年2月21日起施行。自本规则施行之日起，仲裁院受理的案件适用本规则。仲裁院在本规则施行前受理的案件，仍适用受理案件时适用的仲裁规则；当事人一致同意的，也可以适用本规则。

附件：

仲裁费用规定

一、关于国际、涉外及涉港澳台案件的仲裁费用

仲裁费用表一

争议金额（人民币）	仲裁费用（人民币）
1,000,000元以下 （含1,000,000元）	争议金额的3.5%,最低不少于10,000元
1,000,001元至5,000,000元 （含5,000,000元）	35,000元+争议金额1,000,000元以上部分的2.5%
5,000,001元至10,000,000元 （含10,000,000元）	135,000元+争议金额5,000,000元以上部分的1.5%
10,000,001元至50,000,000元 （含50,000,000元）	210,000元+争议金额10,000,000元以上部分的1%
50,000,000元以上	610,000元+争议金额50,000,000元以上部分的0.65%

1.《仲裁费用表一》适用于本仲裁规则第二条第（一）款第1项和第2项规定的国际、涉外及涉港澳台仲裁案件。

2.申请仲裁时，当事人应向仲裁院缴付立案费人民币10,000元，用于仲裁申请的审查、立案、输入、归档和通讯等。立案费不予退还。

3.当事人提出仲裁请求或反请求，应以《仲裁费用表一》列明的标准向仲裁院预缴仲裁费用。《仲裁费用表一》中的争议金额，以当事人请求的数额为准。没有争议金额或者争议金额不明确的，由仲裁院根据争议所涉及权益的具体情况确定预先收取的仲裁费用数额。

4.当事人预缴的仲裁费用为外币时，按《仲裁费用表一》列明的标准计算与人民币等值的外币。

5. 仲裁院可以按照本仲裁规则的有关规定收取其他合理的实际开支费用。

6. 除本仲裁规则另有规定外，仲裁员报酬由仲裁院确定，从仲裁院按照《仲裁费用表一》收取的仲裁费用中支付。仲裁院在确定仲裁员报酬数额时，综合考虑仲裁员办理案件所花费时间、案件的争议金额、案件的复杂程度、仲裁员的勤勉程度和效率高低等因素。

二、关于中国内地案件的仲裁费用

仲裁费用表二

(一) 案件受理费

争议金额（人民币）	案件受理费（人民币）
1,000元以下（含1,000元）	100元
1,001元至50,000元 （含50,000元）	100元+争议金额1,000元以上部分的5%
50,001元至100,000元 （含100,000元）	2,550元+争议金额50,000元以上部分的4%
100,001元至200,000元 （含200,000元）	4,550元+争议金额100,000元以上部分的3%
200,001元至500,000元 （含500,000元）	7,550元+争议金额200,000元以上部分的2%
500,001元至1,000,000元 （含1,000,000元）	13,550元+争议金额500,000元以上部分的1%
1,000,000元以上	18,550元+争议金额1,000,000元以上部分的0.5%

(二) 案件处理费

争议金额 (人民币)	案件处理费 (人民币)
200,000元以下 (含200,000元)	8,000元
200,001元至500,000元 (含500,000元)	8,000元+争议金额200,000元以上部分的2%
500,001元至1,000,000元 (含1,000,000元)	14,000元+争议金额500,000元以上部分的1.5%
1,000,001元至3,000,000元 (含3,000,000元)	21,500元+争议金额1,000,000元以上部分的0.5%
3,000,001元至6,000,000元 (含6,000,000元)	31,500元+争议金额3,000,000元以上部分的0.45%
6,000,001元至10,000,000元 (含10,000,000元)	45,000元+争议金额6,000,000元以上部分的0.4%
10,000,001元至20,000,000元 (含20,000,000元)	61,000元+争议金额10,000,000元以上部分的0.3%
20,000,001元至40,000,000元 (含40,000,000元)	91,000元+争议金额20,000,000元以上部分的0.2%
40,000,000元以上	131,000元+争议金额40,000,000元以上部分的0.15%

1. 《仲裁费用表二》适用于本仲裁规则第二条第(一)款第3项中国内地仲裁案件的收费,包括案件受理费和案件处理费。

2. 当事人提出仲裁请求或反请求,应以《仲裁费用表二》列明的标准向仲裁院预缴案件受理费和案件处理费。《仲裁费用表二》中的争议金额,以当事人请求的数额为准。没有争议金额或者争议金额不明确的,由仲裁院根据争议所涉及权益的具体情况确定预先收取的仲裁费用数额。

3. 仲裁院可以按照本仲裁规则的有关规定收取其他合理的实际开支费用。

4. 仲裁员报酬由仲裁院确定,从仲裁院按照《仲裁费用表二》收取的仲裁费用中支付。仲裁院在确定仲裁员报酬数额时,

综合考虑仲裁员办理案件所花费时间、案件的争议金额、案件的复杂程度、仲裁员的勤勉程度和效率高低等因素。仲裁员个人的收费费率对仲裁院没有约束力，仅供仲裁院参考。

三、关于分期预缴仲裁费

1.按照本规定第一条或第二条规定缴费的仲裁案件，仲裁费用金额较大或存在其他特殊情况的，根据当事人的请求，仲裁院可以同意当事人分期预缴仲裁费用：

（1）在提起仲裁申请时，当事人预缴的仲裁费用不应少于全部仲裁费用的三分之一；

（2）在仲裁庭组成之前，不应少于二分之一；

（3）在开庭前，应当缴足全部仲裁费用。

2.经仲裁院同意分期预缴的费用不包括本规定第一条规定的立案费。

四、关于适用《联合国国际贸易法委员会仲裁规则》案件的费用

当事人根据本仲裁规则第三条第（四）款的规定约定适用《联合国国际贸易法委员会仲裁规则》的国际、涉外及涉港澳台仲裁案件，和本仲裁规则第二条第（二）款规定的投资争议仲裁案件，按照《深圳国际仲裁院关于适用〈联合国国际贸易法委员会仲裁规则〉的程序指引》（下称《指引》）的规定，仲裁院收费标准如下：

1.立案费

立案费为人民币5,000元，该费用在任何情况下不予退还。

2.相关管理费用

相关管理费用涵盖《指引》第四条第（一）款三项管理所产

生的费用：

(1) 指定仲裁员（币种：人民币）

	指定1名仲裁员	指定2名仲裁员	指定3名仲裁员
当事人预缴费用	10,000元	15,000元	18,000元

(2) 仲裁员回避决定

每一份关于仲裁员回避的决定收费人民币20,000元。

(3) 仲裁案件财务管理

仲裁院以所代为管理的案件费用总额的0.1%收取财务管理费用。不足人民币1,000元的，以人民币1,000元为标准收取。财务管理收费不应超过人民币100,000元。

(4) 仲裁院提供的《指引》第四条第（二）款项下的服务

仲裁院提供的《指引》第四条第（二）款项下的服务，或依据当事人、仲裁庭请求的其他协助案件管理服务所产生的费用，以实际开支为准收取。

五、关于适用其他仲裁规则的费用

仲裁费用表三

争议金额（人民币）	案件管理费（人民币）
1,000,000元以下 （含1,000,000元）	争议金额的1.4%，最低不少于4,000元
1,000,001元至5,000,000元 （含5,000,000元）	14,000元+争议金额1,000,000元以上部分的1%
5,000,001元至10,000,000元 （含10,000,000元）	54,000元+争议金额5,000,000元以上部分的0.6%
10,000,001元至50,000,000元 （含50,000,000元）	84,000元+争议金额10,000,000元以上部分的0.4%
50,000,000元以上	244,000元+争议金额50,000,000元以上部分的0.2%

1.《仲裁费用表三》适用于当事人约定仲裁院按照其他仲裁规则（仲裁院仲裁规则和《联合国国际贸易法委员会仲裁规则》除外）仲裁并由仲裁院提供仲裁程序管理服务的仲裁案件。

2.申请仲裁时，申请人应向仲裁院缴付立案费人民币10,000元，用于仲裁申请的审查、立案、输入、归档和通讯等。立案费不予退还。

3.当事人提出仲裁请求或反请求，应当以《仲裁费用表三》列明的标准向仲裁院预缴案件管理费。《仲裁费用表三》中的争议金额，以当事人请求的数额为准。没有争议金额或者争议金额不明确的，由仲裁院根据争议所涉及权益的具体情况确定预先收取的案件管理费数额。

4.当事人预缴的案件管理费用为外币时，按《仲裁费用表三》列明的标准计算与人民币等值的外币。

5.仲裁院可以按照本仲裁规则的有关规定收取其他合理的实际开支费用。

6.仲裁院收取的案件管理费不包括仲裁员报酬。

六、关于采用协议方式确定仲裁员报酬及其费用承担

1.除本仲裁规则第二条第（一）款第3项中国内地仲裁案件外，仲裁员报酬可以采用协议方式确定。采用协议方式确定的，需经各方当事人同意，仲裁庭所有成员的报酬均采用该方式确定。

2.仲裁员依协议收取报酬时，收费和开支数额应合理，需考虑到争议金额、案件复杂程度、仲裁员花费的时间以及案件的其他有关情况。仲裁院对于仲裁员的收费有权根据前述各项因素作出必要调整，且任何此种调整对仲裁庭具有约束力。

3.仲裁院对于当事人预缴的仲裁费有权根据案件具体情形作

出调整。

4.当事人对采用协议方式确定仲裁员报酬或对其金额有异议的，由仲裁院作出决定。

5.采用协议方式确定仲裁员报酬的，由仲裁庭依据所适用的仲裁规则和本规定的相关条款，对该费用的承担作出决定。

七、关于指定紧急仲裁员的费用

仲裁费用表四

临时措施的申请	收费金额（人民币）
申请一项临时措施	10,000元
申请多项临时措施	$10,000元 + (n-1) \times 2,000元$

（n指当事人申请的临时措施项数）

当事人依据仲裁规则第二十六条规定向仲裁院申请指定紧急仲裁员作出临时措施决定的，按照《仲裁费用表四》缴付费用。

深圳国际仲裁院 金融借款争议仲裁规则

（深圳国际仲裁院第二届理事会第七次会议通过，自2019年2月21日起施行；深圳国际仲裁院第二届理事会第十四次会议决定第一次修正，该修正自2020年10月1日起施行；深圳国际仲裁院第二届理事会第十八次会议决定第二次修正，该修正自2022年2月21日起施行）

示范仲裁条款

凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院，按照提请仲裁时施行的《深圳国际仲裁院金融借款争议仲裁规则》进行仲裁。

深圳国际仲裁院金融借款争议仲裁规则

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深圳国际仲裁院金融借款争议仲裁规则

第一条 制定目的

为高效便捷处理金融借款争议，深圳国际仲裁院（又名华南国际经济贸易仲裁委员会、粤港澳大湾区国际仲裁中心、深圳仲裁委员会，曾用名中国国际经济贸易仲裁委员会华南分会、中国国际经济贸易仲裁委员会深圳分会，下称“仲裁院”）根据《中华人民共和国仲裁法》和《深圳国际仲裁院仲裁规则》，制定本规则。

第二条 适用范围

（一）除非当事人对适用的规则另有约定，仲裁院受理的适用中华人民共和国内地法律的银行借款及其担保合同争议仲裁案件，适用本规则。

（二）仲裁院受理的当事人约定适用本规则的下列合同争议仲裁案件，由仲裁院根据案件具体情形决定是否适用本规则：

1. 同业拆借；
2. 企业借贷；
3. 民间借贷；
4. 小额借款；
5. 金融不良债权转让；
6. 金融不良债权追偿；
7. 其他合同。

第三条 仲裁费用

（一）当事人应当按照仲裁院制定的《金融借款争议仲裁费

用规定》向仲裁院缴付仲裁费用。

（二）本规则所附《金融借款争议仲裁费用规定》构成本规则的组成部分。

第四条 答辩及反请求期限

（一）被申请人应当自收到仲裁通知之日起7日内提交答辩书及有关证明材料。

（二）被申请人如有反请求，应当自收到仲裁通知之日起7日内以书面形式提出。申请人对反请求的答辩书，应当自收到反请求受理通知之日起7日内提交。

第五条 仲裁庭的组成

（一）除非当事人另有约定或者仲裁院另有决定，仲裁庭由一名仲裁员组成。

（二）当事人应当自收到仲裁通知之日起7日内共同指定或共同委托仲裁院院长指定独任仲裁员。当事人未能按照前述规定共同指定或共同委托仲裁院院长指定的，由仲裁院院长指定。

（三）仲裁庭由三名仲裁员组成的，当事人应当各自在收到仲裁通知之日起7日内指定或委托仲裁院院长指定一名仲裁员，并在被申请人收到仲裁通知之日起7日内共同指定或共同委托仲裁院院长指定首席仲裁员。当事人未能按照前述规定指定或委托仲裁院院长指定仲裁员的，由仲裁院院长指定。

第六条 审理方式

仲裁庭可以按照其认为适当的方式审理案件。仲裁庭可以决定依据当事人提交的书面材料和证据进行书面审理，也可以决定开庭审理。

第七条 开庭通知

仲裁庭确定首次开庭时间后，应不迟于首次开庭前5日通知当事人。

第八条 作出裁决的期限

仲裁庭应当在组庭之日起1个月内作出裁决。确有特殊情况和正当理由需要延长裁决期限的，由仲裁庭提请仲裁院批准，可以适当延长。

第九条 程序变更

适用本规则的案件，经当事人申请或仲裁庭提议，仲裁院可以考虑争议金额、案件复杂程度等因素决定适用《深圳国际仲裁院仲裁规则》规定的其他仲裁程序。

第十条 其他规定

本规则未规定的，适用《深圳国际仲裁院仲裁规则》。

第十一条 规则的解释

- （一）本规则的条文标题不用于解释条文含义。
- （二）本规则由仲裁院负责解释。

第十二条 规则的施行

本规则自2019年2月21日起施行。

附件：

金融借款争议仲裁费用规定

本费用规定适用于仲裁院适用《深圳国际仲裁院金融借款争议仲裁规则》案件的收费，包括案件受理费和案件处理费。

案件受理费：

争议金额（人民币）	计算公式（人民币）
1千元以下	100元
1千元——5万元	100元+争议金额超过1千元部分的5%
5万元——10万元	2,550元+争议金额超过5万元部分的4%
10万元——20万元	4,550元+争议金额超过10万元部分的3%
20万元——50万元	7,550元+争议金额超过20万元部分的2%
50万元——100万元	13,550元+争议金额超过50万元部分的1%
100万元以上	18,550元+争议金额超过100万元部分的0.5%

案件处理费：

争议金额（人民币）	计算公式（人民币）
40万元以下	5,000元
40万元——100万元	5,000元+争议金额超过40万元部分的0.8%
100万元——300万元	9,800元+争议金额超过100万元部分的0.5%
300万元——500万元	19,800元+争议金额超过300万元部分的0.4%
500万元——1,000万元	27,800元+争议金额超过500万元部分的0.3%
1,000万元——3,000万元	42,800元+争议金额超过1,000万元部分的0.2%
3,000万元——5,000万元	82,800元+争议金额超过3,000万元部分的0.15%
5,000万元以上	112,800元

1. 仲裁费用表中的争议金额，以当事人请求的数额为准。

2. 没有争议金额或者争议金额不明确的，由仲裁院根据争议所涉及权益的具体情况确定预先收取的仲裁费用数额。

3. 仲裁院除按照本仲裁费用表收取仲裁费外，还可以收取其他合理的实际开支费用。

深圳国际仲裁院 选择性复裁程序指引

（深圳国际仲裁院第二届理事会第七次会议通过，自2019年2月21日起施行；深圳国际仲裁院第二届理事会第十八次会议决定修正，该修正自2022年2月21日起施行）

当事人希望依照《深圳国际仲裁院仲裁规则》第六十八条和《深圳国际仲裁院选择性复裁程序指引》的规定通过仲裁和复裁解决争议的，可在合同中约定如下示范条款：

凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院仲裁。任何一方有权就仲裁庭作出的裁决向该院提请复裁并由复裁庭作出终局裁决。仲裁地为_____。（请填写不禁止复裁的国家或法域）

深圳国际仲裁院选择性复裁程序指引

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深圳国际仲裁院选择性复裁程序指引

第一条 制定依据

深圳国际仲裁院（又名华南国际经济贸易仲裁委员会、粤港澳大湾区国际仲裁中心、深圳仲裁委员会，下称“仲裁院”），根据《深圳国际仲裁院仲裁规则》（下称《仲裁规则》），特制定《深圳国际仲裁院选择性复裁程序指引》（下称《指引》）。

第二条 适用范围

在仲裁地法律不禁止的前提下，当事人约定就仲裁庭依照《仲裁规则》第八章作出的裁决（下称“原裁决”）按照《仲裁规则》第六十八条向仲裁院申请复裁的，适用本《指引》。

第三条 复裁程序的启动

（一）复裁申请人应于收到原裁决之日起15日内提出复裁申请。

（二）复裁申请人应按照本《指引》第四条的规定提交复裁申请书并附具复裁请求所依据的证明材料，同时按照仲裁院的通知在规定的期限内预缴复裁费用。复裁收费规定参照《仲裁规则》。

第四条 复裁申请书

复裁申请书应包括以下内容：

- 1.复裁申请人和复裁被申请人约定复裁的仲裁协议；
- 2.原裁决中需复裁的内容；
- 3.复裁请求；
- 4.复裁请求所依据的事实和理由。

第五条 复裁庭的组成

（一）复裁庭由三名仲裁员组成，设首席仲裁员。复裁庭全部成员在原仲裁庭成员之外产生，由仲裁院院长在《深圳国际仲裁院仲裁员名册》中指定。

（二）两个以上当事人就同一原裁决提出复裁申请的，由同一复裁庭复裁。

第六条 原裁决的效力

（一）适用本《指引》申请复裁的，原裁决在提请复裁期限届满前不具有终局效力。

（二）当事人在本《指引》第三条规定的期限内未提请复裁或提出撤回复裁申请的，原裁决自该期限届满之日起具有终局效力。

（三）复裁申请人在本《指引》第三条规定的期限届满后提出撤回复裁申请的，原裁决自撤回申请之日起具有终局效力。

第七条 复裁裁决

复裁庭可以维持或者变更原裁决。复裁庭作出的裁决替代原裁决，为终局裁决，对各方当事人有约束力。

第八条 费用承担

复裁庭综合考虑复裁结果及复裁案件具体情形，有权决定原仲裁费用、复裁费用、实际开支及当事人支出的合理费用的承担。

第九条 其他

关于复裁的受理、通知、答辩、审理、调解与和解、裁决等程序事项，本《指引》未规定的，参照适用《仲裁规则》有关条款的相应规定。

第十条 解释与施行

- (一) 本《指引》由仲裁院解释。
- (二) 本《指引》自2019年2月21日起施行。

深圳国际仲裁院关于适用 《联合国国际贸易法委员会仲裁规则》 的程序指引

（深圳国际仲裁院第二届理事会第七次会议通过，自2019年2月21日起施行；深圳国际仲裁院第二届理事会第十八次会议决定修正，该修正自2022年2月21日起施行）

示范仲裁条款（一）

凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院仲裁，适用《联合国国际贸易法委员会仲裁规则》（2013年版），并由深圳国际仲裁院根据《深圳国际仲裁院关于适用〈联合国国际贸易法委员会仲裁规则〉的程序指引》进行管理。

示范仲裁条款（二）

凡因本合同引起的或与本合同有关的任何争议，均适用《联合国国际贸易法委员会仲裁规则》（2013年版）仲裁解决。深圳国际仲裁院为仲裁员指定机构。

深圳国际仲裁院关于适用 《联合国国际贸易法委员会仲裁规则》 的程序指引

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深圳国际仲裁院关于适用 《联合国国际贸易法委员会仲裁规则》 的程序指引

第一条 目的

为便于境内外当事人选择适用《联合国国际贸易法委员会仲裁规则》（下称《贸法会仲裁规则》），深圳国际仲裁院（又名华南国际经济贸易仲裁委员会、粤港澳大湾区国际仲裁中心、深圳仲裁委员会，曾用名中国国际经济贸易仲裁委员会华南分会、中国国际经济贸易仲裁委员会深圳分会，下称“仲裁院”）根据《贸法会仲裁规则》和《深圳国际仲裁院仲裁规则》，特制定《深圳国际仲裁院关于适用〈联合国国际贸易法委员会仲裁规则〉的程序指引》（下称《指引》）。

第二条 适用范围

以下情形之一的仲裁案件适用本《指引》：

（一）当事人约定《深圳国际仲裁院仲裁规则》第二条第（一）款第1项或第2项案件由仲裁院仲裁，适用《贸法会仲裁规则》的。

（二）当事人约定适用《贸法会仲裁规则》仲裁，由仲裁院行使指定仲裁员等协助管理职责的。

（三）根据《深圳国际仲裁院仲裁规则》规定，应当适用本《指引》的。

第三条 仲裁地

当事人对仲裁地有约定的，从其约定。当事人没有约定的，

仲裁地为香港，除非仲裁庭另有决定。

第四条 管理和服务

（一）仲裁院就下列事项进行管理：

1. 指定仲裁员；
2. 就仲裁员回避作出决定；
3. 仲裁案件财务管理。

（二）经当事人或仲裁庭请求，仲裁院可以提供下列服务：

1. 协助仲裁庭与当事人之间、当事人互相之间的通讯；
2. 协助转递当事人的财产保全等申请；
3. 提供庭审服务，包括但不限于提供开庭室、提供录音录像设施、安排翻译、制作庭审笔录；
4. 推荐调解机构或者谈判促进机构以促进当事人和解。

第五条 申请仲裁

申请人应向仲裁院提交符合《贸法会仲裁规则》相关规定的书面仲裁申请，并缴付立案费。

第六条 指定仲裁员

当事人未就仲裁庭组成人选达成一致意见的，或者当事人共同指定的仲裁庭组成人选不能履行仲裁员职责且当事人未能就更更换仲裁员人选达成一致意见的，仲裁院履行《贸法会仲裁规则》规定的指定机构职能。

申请仲裁院指定仲裁员的一方应当向仲裁院预缴指定仲裁员的费用。

第七条 仲裁员回避

在《贸法会仲裁规则》第13条第4款规定的情形下，当事人应向仲裁院提交书面仲裁员回避申请，说明具体理由，提供相应

证据，并向仲裁院预缴作出仲裁员回避决定的费用。

仲裁院应将当事人的回避申请及时转交其他当事人和仲裁庭所有成员，其他当事人和仲裁庭成员可以对回避申请提出书面意见。

仲裁员是否回避，由仲裁院院长作出决定。

第八条 仲裁相关费用的收取和管理

（一）根据《贸法会仲裁规则》的规定，仲裁院收取和管理的仲裁费用包括：

1. 立案费及相关管理费用；
2. 仲裁员报酬及仲裁庭的各项必要开支。

（二）申请仲裁时，当事人应向仲裁院缴付立案费，并预缴相关管理费用。

（三）仲裁庭组成后，当事人应按照其与仲裁员的约定或仲裁庭的指示向仲裁院预缴仲裁员报酬及仲裁庭的必要开支。

（四）在仲裁过程中，若一方当事人未按照规定预缴相关费用，仲裁院应通知其他当事人，以便由其他当事人代缴。若仍未缴付，仲裁院可建议仲裁庭以其认为合适的形式继续、中止或终止程序。

（五）本《指引》所附《仲裁费用规定》构成本《指引》的组成部分。

第九条 仲裁员报酬

仲裁员的报酬由当事人与仲裁员协商确定，并按照《贸法会仲裁规则》第41条的规定提交给仲裁院管理。

第十条 仲裁庭开支

仲裁庭应向当事人列明仲裁庭的各项必要开支明细，包括但

不限于交通费用、住宿费用、餐饮费用等，并附上相应的收据或说明。

第十一条 机构免责

仲裁院及其工作人员不对仲裁庭在仲裁程序中的错误、疏忽及所作出的裁决承担责任。

第十二条 贸法会仲裁规则

《指引》所称《贸法会仲裁规则》系指2013年版《贸法会仲裁规则》，当事人另有约定的除外。

当事人约定适用《贸法会仲裁规则》1976年版或2010年版的，本《指引》中涉及2013年版的相应条款将为此目的自动调整为1976年版或2010年版的相应条款；1976年版或2010年版没有相应条款规定的，仍以2013年版为准。

第十三条 解释与施行

本《指引》由仲裁院解释。

本《指引》自2019年2月21日起施行。

附件：

仲裁费用规定

一、立案费

立案费为人民币5,000元，该费用在任何情况下不予退还。

二、相关管理费用

相关管理费用涵盖本《指引》第四条第（一）款三项管理所产生的费用：

（一）指定仲裁员（币种：人民币）

	指定1名仲裁员	指定2名仲裁员	指定3名仲裁员
当事人预缴费用	10,000元	15,000元	18,000元

（二）仲裁员回避决定

每一份关于仲裁员回避的决定收费人民币20,000元。

（三）仲裁案件财务管理

仲裁院以所代为管理的案件费用总额的0.1%收取财务管理费用。不足人民币1,000元的，以人民币1,000元的标准收取。财务管理收费不应超过人民币100,000元。

（四）仲裁院提供的本《指引》第四条第（二）款项下的服务仲裁院提供的本《指引》第四条第（二）款项下的服务，或依据当事人、仲裁庭请求的其他协助案件管理服务所产生的费用，以实际开支为准收取。

深圳国际仲裁院海事物流仲裁规则

（深圳国际仲裁院第二届理事会第七次会议通过，自2019年2月21日起施行；深圳国际仲裁院第二届理事会第十八次会议决定修正，该修正自2022年2月21日起施行）

示范仲裁条款

凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院，按照《深圳国际仲裁院海事物流仲裁规则》进行仲裁。

深圳国际仲裁院海事物流仲裁规则

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深圳国际仲裁院海事物流仲裁规则

第一条 前海海事物流仲裁中心

深圳国际仲裁院（又名华南国际经济贸易仲裁委员会、粤港澳大湾区国际仲裁中心、深圳仲裁委员会，曾用名中国国际经济贸易仲裁委员会华南分会、中国国际经济贸易仲裁委员会深圳分会，下称“仲裁院”）在中国深圳设立前海海事物流仲裁中心（下称“华南海仲”）作为工作平台，解决当事人之间发生的海事、物流等争议。

第二条 受理案件范围

仲裁院根据当事人之间的约定，受理涉及下列事项的争议：

（一）货物和旅客运输，租船合同及运输单证。

（二）船舶、邮轮、游艇、航空器等载运工具及海洋装置的买卖、建造、改建、修理、租赁、抵押、担保、管理、运营、燃物料等供给、配员、船员劳务、作业和服务。

（三）与航运和物流相关的金融、金融租赁与保险。

（四）碰撞、触碰、救助、人身伤亡、搁浅、触礁、火灾、爆炸、沉没、坠毁、海上和航空风险、打捞、清障、共同海损等海事和航空事故及处理。

（五）海洋开发、港口、航道、锚地、引桥、码头、人工岛和机场的建设、运营、管理和服务。

（六）海洋和航空污染。

（七）物流、仓储、配送、快递、供应链、物联网、轨道交通、多式联运、管道运输、铁路和高铁。

（八）渔业生产、养殖及捕捞。

（九）其他相关事项。

第三条 规则适用

（一）对于本规则第二条所规定的受理范围内的案件：

1. 当事人约定提交华南海仲仲裁的，除非对适用的规则另有约定，应视为同意仲裁院适用本规则进行仲裁；

2. 当事人仅约定按照本规则进行仲裁，未写明仲裁机构的，由仲裁院适用本规则进行仲裁；

3. 当事人约定由仲裁院仲裁，但未明确约定适用本规则的，适用《深圳国际仲裁院仲裁规则》。

（二）当事人约定适用本规则或仲裁院决定适用本规则的，本规则未规定的事项，适用《深圳国际仲裁院仲裁规则》。

第四条 临时措施

（一）除非当事人另有约定，经一方当事人申请，仲裁庭或紧急仲裁员根据仲裁地所在国家或地区的有关法律规定，可准予临时措施。

（二）当事人可以根据仲裁地所在国家或地区的有关法律规定向仲裁院及/或具有管辖权的法院提出如下一种或数种临时措施的申请：

1. 财产保全；
2. 证据保全；
3. 要求一方作出一定行为及/或禁止其作出一定行为；
4. 法律规定的其他临时措施。

（三）任何一方当事人向具有管辖权的法院提出临时措施请求，不得视为与仲裁协议不符或视为放弃仲裁协议。

第五条 仲裁前临时措施

（一）临时措施申请人在提起仲裁前，可以向具有管辖权的法院提出临时措施申请，也可以请求仲裁院协助其向具有管辖权的法院提出临时措施申请。

（二）临时措施申请人请求仲裁院协助的，应当提供仲裁协议以及符合本规则第六条第（一）款规定的临时措施申请书。仲裁院经审查后认为可以协助的，将该文件转交具有管辖权的法院，并通知临时措施申请人。

（三）临时措施申请人应当根据仲裁地的有关法律规定在法院采取临时措施后的法定期限内向仲裁院申请仲裁。

第六条 仲裁程序中的临时措施

（一）仲裁院受理案件后，当事人向仲裁院提出临时措施申请的，应提交临时措施申请书。临时措施申请书应当写明：

1. 当事人的名称和住所；
2. 申请临时措施的理由；
3. 申请的具体临时措施；
4. 临时措施执行地及具有管辖权的法院；
5. 临时措施执行地有关法律规定。

（二）对于临时措施申请，仲裁院将转交具有管辖权的法院作出裁定，或提交仲裁庭作出决定，或提交根据本规则第七条规定指定的紧急仲裁员作出决定。

第七条 紧急仲裁员

（一）当事人在仲裁案件受理后至仲裁庭组成前提出临时措施申请的，可以向仲裁院提交指定紧急仲裁员的书面申请。当事人提交指定紧急仲裁员的书面申请，应当说明理由；是否同意指定紧急仲裁员，由仲裁院院长决定。

（二）仲裁院院长同意指定紧急仲裁员的，当事人应当按照

本规则的规定预缴费用。申请指定紧急仲裁员手续完备的，仲裁院院长应在2日内在《深圳国际仲裁院仲裁员名册》中指定一名仲裁员作为该案紧急仲裁员处理临时措施申请。仲裁院应将紧急仲裁员的指定情况通知当事人。

（三）当事人收到紧急仲裁员指定情况通知之日起2日内，可对该仲裁员申请回避，是否回避由仲裁院院长决定。

（四）紧急仲裁员应根据本规则第八条的规定对临时措施的申请作出决定。

（五）紧急仲裁员应在仲裁庭组成之日起退出该案审理，并向仲裁庭移交全部案卷材料。

（六）除非当事人另有约定，紧急仲裁员不应再担任与临时措施申请有关的争议案件的仲裁员。

（七）本条规定的程序不影响其他程序的进行。

（八）与指定紧急仲裁员有关的其他事项，本条未规定的，参照本规则的其他有关规定。

第八条 临时措施决定的作出

（一）对于当事人提交的临时措施申请，紧急仲裁员或仲裁庭应确信：

1. 如果不下令采取此种措施，所造成的损害可能无法通过损害赔偿裁决加以充分补偿，而且此种损害大大超出如果准予采取此种措施可能给该措施所针对的一方当事人造成的损害；

2. 临时措施申请人有在仲裁请求实体上获胜的合理可能性。对此种可能性的判定，不得影响仲裁庭以后作出任何裁定的裁量权。

（二）紧急仲裁员或仲裁庭作出采取临时措施决定前，可以根据临时措施申请的内容要求临时措施申请人提供必要的、适当

的担保。

（三）本规则规定的临时措施决定，紧急仲裁员应在接受指定之日起14日内作出；仲裁庭应在收到临时措施申请之日起14日内作出；当事人根据本条第（二）款规定提供担保的，紧急仲裁员或仲裁庭应在当事人提供担保之日起10日内作出。

（四）紧急仲裁员或仲裁庭作出临时措施决定，应说明理由、署名并加盖仲裁院印章。

（五）若紧急仲裁员或仲裁庭作出的采取或者不采取临时措施的决定给当事人带来损失，紧急仲裁员、仲裁庭组成人员、仲裁院及其工作人员均不承担任何责任。

第九条 临时措施决定的变更

（一）当事人对临时措施决定有异议的，应在收到临时措施决定之日起3日内向仲裁院书面提出，由仲裁院转交紧急仲裁员或仲裁庭决定是否维持、修改、中止、撤销临时措施决定。紧急仲裁员已经退出审理的，由此后组成的仲裁庭决定是否维持、修改、中止、撤销临时措施决定。

（二）紧急仲裁员或仲裁庭可以自行决定是否修改、中止、撤销临时措施决定。仲裁庭亦可以自行决定是否修改、中止、撤销此前由紧急仲裁员作出的临时措施决定。

（三）请求或准予临时措施所依据的情况发生任何重大变化的，紧急仲裁员或仲裁庭可要求任何一方当事人迅速披露此种情况。

（四）如果紧急仲裁员或仲裁庭事后确定在当时的情况下本不应准予临时措施，则临时措施申请人可能须对此种措施给任何当事人造成的任何费用和损失承担赔偿责任。紧急仲裁员或仲裁庭可在程序进行期间随时就此种费用和损失作出裁决。

第十条 临时措施决定的遵守

当事人应当遵守紧急仲裁员及/或仲裁庭作出的临时措施决定。

第十一条 仲裁庭的组成

（一）除非当事人另有约定或本规则另有规定，仲裁庭由三名仲裁员组成。

（二）除非当事人另有约定，申请人和被申请人应当在各自收到仲裁通知之日起10日内指定或委托仲裁院院长指定一名仲裁员。当事人未能按照上述规定指定或委托仲裁院院长指定的，由仲裁院院长指定。

（三）除非当事人另有约定，首席仲裁员由当事人在被申请人收到仲裁通知之日起10日内共同指定或共同委托仲裁院院长指定。当事人未能按照上述规定共同指定或共同委托仲裁院院长指定首席仲裁员的，由仲裁院院长指定。

（四）当事人可以约定首席仲裁员由已确定的两名仲裁员共同指定。除非当事人另有约定，在第二名仲裁员确定之日起5日内，该两名已确定的仲裁员不能对首席仲裁员人选达成一致的，首席仲裁员由仲裁院院长指定。

（五）除非当事人另有约定，争议金额不超过人民币500万元的，或争议金额超过人民币500万元经当事人书面同意的，由一名独任仲裁员审理。

（六）没有争议金额或者争议金额不明确的，仲裁院根据对案件复杂程度、涉及权益情况以及其他有关因素的综合考虑可决定由一名独任仲裁员审理。

第十二条 仲裁员的指定

当事人可以从《深圳国际仲裁院仲裁员名册》中指定仲裁员，也可以在该名册之外各自指定或共同指定任何国籍的人士作为仲裁员人选。当事人在该名册之外指定仲裁员人选的，该人选经仲裁院确认后方可担任该案仲裁员。

第十三条 答辩和反请求

（一）被申请人应在收到仲裁通知之日起20日内提交答辩书及有关证明材料。

（二）被申请人如有反请求，应在收到仲裁通知之日起20日内以书面形式提出。申请人应在收到反请求受理通知之日起20日内提交对反请求的答辩书。

（三）上述期限，仲裁庭认为有正当理由的，可以适当延长；仲裁庭尚未组成的，由仲裁院决定是否延长。

第十四条 审理方式

仲裁庭可以按照其认为适当的方式审理案件，可以决定只依据当事人提交的书面材料和证据进行书面审理，也可以决定开庭审理。

第十五条 开庭审理

（一）对于开庭审理的案件，仲裁庭确定第一次开庭时间后，应不迟于开庭前10日通知当事人。当事人有正当理由的，可以申请延期开庭，但应不迟于开庭前7日以书面形式提出，是否延期，由仲裁庭决定。

（二）当事人有正当理由未能按第（一）款规定的期限提出延期开庭申请的，是否延期，由仲裁庭决定。

（三）第二次和其后各次开庭审理时间及延期后开庭审理时间的通知，不受第（一）款所列期限的限制。

第十六条 作出终局裁决的期限

（一）仲裁庭应当在组庭之日起3个月内作出裁决。

（二）经仲裁庭提请，仲裁院认为确有正当理由和必要的，可以同意延长该期限。

（三）下列期间不计入上述期限：

1. 根据《深圳国际仲裁院仲裁规则》进行鉴定、审计、评估、检测、专家咨询等的期间；
2. 根据《深圳国际仲裁院仲裁规则》进行调解的期间；
3. 依照法律和本规则、《深圳国际仲裁院仲裁规则》规定中止仲裁程序的期间。

第十七条 仲裁费用

（一）当事人应当按照本规则《仲裁费用规定》缴付仲裁费用。

（二）本规则所附《仲裁费用规定》构成本规则的组成部分。

第十八条 规则的解释

（一）本规则条文标题不用于解释条文含义。

（二）本规则由仲裁院负责解释。

第十九条 规则的施行

本规则自2019年2月21日起施行。

附件：

仲裁费用规定

一、立案费

申请仲裁时，当事人应向仲裁院缴付立案费人民币5,000元，用于仲裁申请的审查、立案、输入、归档和通讯等。立案费不予退还。

二、仲裁费用表

争议金额（人民币）	仲裁费用（人民币）
1,000,000元以下 （含1,000,000元）	争议金额的2.5%
1,000,000元至5,000,000元 （含5,000,000元）	25,000元+争议金额 1,000,000元以上部分的1%
5,000,000元至10,000,000元 （含10,000,000元）	65,000元+争议金额 5,000,000元以上部分的0.8%
10,000,000元至50,000,000元 （含50,000,000元）	105,000元+争议金额 10,000,000元以上部分的0.6%
50,000,000元以上	345,000元+争议金额 50,000,000元以上部分的0.55%

1.当事人提出仲裁请求或反请求，应当以《仲裁费用表》列明的标准向仲裁院预缴仲裁费用。《仲裁费用表》中的争议金额，以当事人请求的金额为准。没有争议金额或者争议金额不明确的，由仲裁院根据争议所涉及权益的具体情况确定预先收取的仲裁费用金额。

2.当事人预缴的仲裁费用为外币时，按《仲裁费用表》列明的标准计算与人民币等值的外币。

3.仲裁院可以按照《深圳国际仲裁院仲裁规则》的有关规定收取其他合理的实际开支费用。

4.除《深圳国际仲裁院仲裁规则》另有规定以及当事人另有约定外，仲裁员报酬由仲裁院确定，从仲裁院按照《仲裁费用表》收取的仲裁费用中支付。仲裁院在确定仲裁员报酬金额时，综合考虑仲裁员办理案件所花费时间、案件的争议金额、案件的复杂程度、仲裁员的勤勉程度和效率高低等因素。

三、其他规定

案件涉及的其他费用，包括但不限于紧急仲裁员的指定费用等，本规则未做规定的，适用《深圳国际仲裁院仲裁规则》。

深圳国际仲裁院网络仲裁规则

（深圳国际仲裁院第二届理事会第七次会议通过，自2019年2月21日起施行；深圳国际仲裁院第二届理事会第十八次会议决定修正，该修正自2022年2月21日起施行）

仲裁示范条款

凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院进行网络仲裁。各方同意仲裁文件按照如下电子送达地址进行送达：

甲方电子邮箱：_____手机号码：_____

乙方电子邮箱：_____手机号码：_____

丙方电子邮箱：_____手机号码：_____

如一方变更电子邮箱或者手机号码的，应当立即书面通知其他各方。

深圳国际仲裁院网络仲裁规则

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深圳国际仲裁院网络仲裁规则

第一章 总 则

第一条 制定目的

为公正、高效地以网络仲裁方式解决平等主体之间的商事争议，深圳国际仲裁院（又名华南国际经济贸易仲裁委员会、粤港澳大湾区国际仲裁中心、深圳仲裁委员会，曾用名中国国际经济贸易仲裁委员会华南分会、中国国际经济贸易仲裁委员会深圳分会，下称“仲裁院”）根据《深圳国际仲裁院仲裁规则》（下称《仲裁规则》），制定本规则。

第二条 术语释义

（一）网络仲裁是指利用互联网及其他信息技术进行仲裁的争议解决方式。

（二）网络仲裁服务平台是指仲裁院办理案件和当事人实施仲裁行为的专用平台。

（三）电子数据是指通过电子邮件、电子数据交换、网络聊天记录、博客、微博客、即时通讯、手机短信、电子签名、域名等形成或者存储在电子介质中的信息。

（四）网络视频庭审是指以网络视频或者其他电子通讯形式所进行的庭审活动。

第三条 规则适用

（一）因网络交易产生的争议及其他商事争议，当事人约定将争议提交仲裁院通过网络仲裁（或称网上仲裁、电子仲裁、在线仲裁、线上仲裁、互联网仲裁等）解决的，视为同意仲裁院适

用本规则进行仲裁。

（二）本规则未规定的，适用《仲裁规则》的规定。

第四条 数据存储和使用

网络仲裁服务平台对涉案数据的存储和使用，应当符合《中华人民共和国网络安全法》及其他相关法律法规的规定。

第五条 网络仲裁条件

当事人约定网络仲裁的，应当具备网络仲裁所必需的设备条件及技术能力（包括但不限于使用电子邮件及其他电子通讯工具、参加网络视频庭审等）。不具备上述条件的，仲裁院可以决定适用《仲裁规则》受理案件。

第六条 网络仲裁审理方式

网络仲裁采取在线方式审理案件。案件的受理、缴费、送达、证据交换、庭审、调解、裁决等环节一般在互联网上进行。

第七条 身份认证与签名

（一）当事人使用网络仲裁服务平台参加仲裁的，应当通过证件证照比对、生物特征识别或者国家统一身份认证平台认证等在线方式完成身份认证，并取得登录网络仲裁服务平台的专用账号。

（二）使用专用账号登录网络仲裁服务平台所作出的行为，视为被认证人本人行为。但因网络仲裁服务平台技术原因导致系统错误，或者被认证人能够证明网络仲裁服务平台账号被盗用的除外。

（三）仲裁庭在线审理的案件，仲裁员、当事人及其他仲裁相关人员通过在线确认、电子签章等在线方式对调解协议、笔录或其他仲裁材料予以确认的，视为符合有关“签名”的要求。

第二章 文件提交与送达

第八条 文件提交

（一）当事人应当将在线电子数据上传、导入网络仲裁服务平台，或者将线下证据通过扫描、翻拍、转录等方式进行电子化处理后上传至网络仲裁服务平台进行举证。

（二）文件成功上传至网络仲裁服务平台的时间视为文件提交时间。

（三）当事人应当保留提交的电子版文件及上传记录，以记载有关文件发送的具体事实和情况，供其他当事人及仲裁庭查阅。

第九条 电子送达地址

（一）当事人应当在仲裁协议或者合同中约定网络仲裁服务平台、手机号码、传真、电子邮件或即时通讯账号等一种或多种联系方式，作为其电子送达地址。当事人未约定的，可以补充约定。

（二）当事人在申请仲裁或者答辩时，应当向仲裁院确认自己的电子送达地址。

（三）当事人未约定也未向仲裁院确认的，其在网络交易中使用的或者在网站注册时填写的手机号码、传真、电子邮件、即时通讯账号等，可以作为其电子送达地址。

（四）当事人在网络仲裁过程中变更电子送达地址，应当及时通知仲裁院。

（五）当事人应确保约定或确认的电子送达地址合法有效，并自行承担因地址错误或仲裁地法律限制等原因造成的无法送达风险。

第十条 电子送达

（一）仲裁院可以通过网络仲裁服务平台、手机短信、传真、电子邮件、即时通讯等一种或多种电子方式进行送达。

（二）仲裁院向当事人发送的仲裁文件，有以下情形之一的，视为送达：

1. 仲裁院将文件发送至当事人约定的电子送达地址；

2. 仲裁院向当事人发出在网络仲裁服务平台查看或下载文件的通知；

3. 受送达人回复已收到送达材料，或者根据送达内容作出相应仲裁行为的；

4. 受送达人的媒介系统反馈受送达人已阅知，或者有其他证据证明受送达人已经收悉的。

（三）网络系统显示发送成功的日期即为送达日期，但受送达人证明到达其特定系统的日期与仲裁院对应系统显示发送成功的日期不一致的，以受送达人证明到达其特定系统的日期为准。

第三章 证 据

第十一条 证据提交方式

当事人应当通过网络仲裁服务平台或仲裁院认可的方式向仲裁院提交证据。

第十二条 证据调取

（一）仲裁庭可以就案件涉及的相关问题向网络服务提供商、物流配送公司、第三方支付平台、电子认证服务及电子证据固化提供者等调查事实，收集证据。

（二）仲裁庭调取的证据，应当交由双方当事人质证。

第十三条 电子数据审查

（一）仲裁庭可以结合质证情况，审查判断电子数据生成、收集、存储、传输过程的真实性，并着重审查以下内容：

1.电子数据生成、收集、存储、传输所依赖的计算机系统 etc 硬件、软件环境是否安全、可靠；

2.电子数据的生成主体和时间是否明确，表现内容是否清晰、客观、准确；

3.电子数据的存储、保管介质是否明确，保管方式和手段是否妥当；

4.电子数据提取和固定的主体、工具和方式是否可靠，提取过程是否可以重现；

5.电子数据的内容是否存在增加、删除、修改及不完整等情形；

6.电子数据是否可以通过特定形式得到验证。

（二）当事人提交的电子数据，通过电子签名、可信时间戳、哈希值校验、区块链等证据收集、固定和防篡改的技术手段或者通过电子取证存证平台认证，能够证明其真实性的，仲裁庭应当确认。

（三）当事人可以申请具有专门知识的人就电子数据技术问题提出意见。仲裁庭可以根据当事人申请或者依职权，委托鉴定电子数据的真实性或者调取其他相关证据进行核对。

（四）当事人通过技术手段将身份证明、营业执照副本、授权委托书、法定代表人身份证明等证明材料，以及书证、鉴定意见、勘验笔录等证据材料进行电子化处理后提交的，经仲裁庭审核通过后，视为符合原件形式要求。对方当事人对上述材料真实性提出异议且有正当理由的，仲裁庭可要求当事人提供原件。

第四章 仲裁程序

第十四条 申请仲裁

申请人应当通过网络仲裁服务平台向仲裁院提出仲裁申请、提交证据材料及当事人主体资格证明材料。

第十五条 受理申请

申请人提交仲裁申请书及证据材料并预缴仲裁费后，仲裁院确认申请仲裁的手续已完备的，予以受理。手续不完备的，仲裁院可以要求申请人在一定期限内予以完备；逾期不完备的，视为申请人未提出仲裁申请。

第十六条 仲裁通知

仲裁院受理案件后，将仲裁通知、本规则、《仲裁规则》和《深圳国际仲裁院仲裁员名册》发送给各方当事人，申请人的仲裁申请书及其附件同时转发给被申请人。

第十七条 答辩

被申请人应当自收到仲裁通知之日起5日内通过网络仲裁服务平台提交答辩意见、质证意见及其所依据的证据材料。

第十八条 变更仲裁请求

当事人变更仲裁请求的，应当自收到仲裁通知之日起5日内通过网络仲裁服务平台提出。逾期提出的，由仲裁院或仲裁庭决定是否受理。

第十九条 反请求

（一）被申请人提出反请求的，应当自收到仲裁通知之日起5日内通过网络仲裁服务平台提出。逾期提出的，由仲裁院或仲

裁庭决定是否受理。

（二）反请求的提出、受理、送达、答辩、变更等程序，适用本规则第十四条至第十八条的规定。

第二十条 管辖权异议

当事人对仲裁协议的存在、效力或者仲裁案件的管辖权有异议的，应当在首次答辩期限届满前通过网络仲裁服务平台提出。

第二十一条 仲裁庭的组成

（一）仲裁庭由一名仲裁员组成。情况特殊或当事人另有约定的，仲裁庭可以由三名仲裁员组成。

（二）仲裁庭由一名仲裁员组成的，当事人应当在被申请人收到仲裁通知书之日起5日内共同指定或委托仲裁院院长指定仲裁员。当事人未能依照上述规定指定或委托仲裁院院长指定仲裁员的，由仲裁院院长指定。

（三）仲裁庭由三名仲裁员组成的，当事人应当在收到仲裁通知书之日起5日内各自指定或委托仲裁院院长指定一名仲裁员，并在被申请人收到仲裁通知书之日起5日内共同指定或委托仲裁院院长指定首席仲裁员，当事人未能依照上述规定指定或委托仲裁院院长指定仲裁员的，由仲裁院院长指定。

第二十二条 仲裁员回避

当事人以仲裁员披露的信息为由要求该仲裁员回避的，应自收到仲裁员披露信息之日起3日内提出。

第二十三条 案件审理

（一）仲裁庭对网络仲裁案件原则上不开庭审理。

（二）仲裁庭认为必要时，可以通过网络视频庭审、网络交流、电话会议等适当的方式审理案件，也可以决定在线下开庭，

但其它环节仍在线上进行。

（三）按照本条第（二）款规定开庭审理的案件，应不迟于开庭前5日通知双方当事人。

第二十四条 庭审记录

仲裁庭在线审理的案件，可以在调解、证据交换、庭审、合议等仲裁环节运用语音识别技术同步生成庭审记录，也可以通过人工方式完成庭审记录。庭审记录以在线方式核对确认后，与书面笔录具有同等法律效力。

第二十五条 作出裁决的期限

仲裁庭应当自组庭之日起1个月内作出裁决。有特殊情况或正当理由需要延长裁决作出期限的，由仲裁庭提请仲裁院批准，可以适当延长。

第二十六条 仲裁文书

裁决书、调解书、撤案决定书等仲裁文书由仲裁员以电子签名的方式签署，并加盖仲裁院电子印章。

第二十七条 电子卷宗

仲裁院应当利用网络仲裁服务平台随案同步生成电子卷宗，形成电子档案。案件纸质档案已经全部转化为电子档案的，以电子档案代替纸质档案。

第二十八条 程序变更

在网络仲裁过程中，当事人请求或仲裁院、仲裁庭认为必要时，仲裁院可以根据案件具体情形将网络仲裁程序的部分或者全部变更为《仲裁规则》规定的仲裁程序。

第五章 附 则

第二十九条 责任的限制

因不可抗力、计算机病毒、黑客攻击、系统不稳定、网络故障等非由仲裁院或仲裁庭故意情形导致任何损失的，仲裁员、仲裁院及其相关人员不对任何人承担民事责任。

第三十条 规则的解释

- （一）本规则条文标题不适用于解释条文含义。
- （二）本规则由仲裁院负责解释。

第三十一条 规则的施行

本规则自2019年2月21日起施行。

附件：

网络仲裁费用表

每件仲裁费 (人民币)	单次申请仲裁 案件数量	每件仲裁费 (人民币)																
		10,000元以下 (含10,000元)	10,000元到50,000元 (含50,000元)	50,000元到100,000元 (含100,000元)	100,000元到200,000元 (含200,000元)	200,000元到500,000元 (含500,000元)	500,000元到1,000,000元 (含1,000,000元)	1,000,000元到3,000,000元 (含3,000,000元)	400件到 799件	800件到 1,499件	1,500件到 2,999件	3,000件到 5,999件	6,000件到 11,999件	12,000件到 24,999件	25,000件到 49,999件	50,000件到 99,999件	100,000件 以上	
		100件到399件	200元 (下称费用I)	200元+争议金额10,000元 以上部分的5% (下称费用II)	2,200元+争议金额50,000元 以上部分的5% (下称费用III)	3,700元+争议金额100,000元 以上部分的1.5% (下称费用IV)	5,200元+争议金额200,000元 以上部分的1% (下称费用V)	8,200元+争议金额500,000元 以上部分的0.8% (下称费用VI)	12,200元+争议金额1,000,000元 以上部分的0.6% (下称费用VII)	费用I的 90%	费用I的 80%	费用I的 70%	费用I的 60%	费用I的 50%	费用I的 40%	费用I的 30%	费用I的 20%	费用I的 10%
										费用II的 90%	费用II的 80%	费用II的 70%	费用II的 60%	费用II的 50%	费用II的 40%	费用II的 30%	费用II的 20%	费用II的 10%
										费用III的 90%	费用III的 80%	费用III的 70%	费用III的 60%	费用III的 50%	费用III的 40%	费用III的 30%	费用III的 20%	费用III的 10%
										费用IV的 90%	费用IV的 80%	费用IV的 70%	费用IV的 60%	费用IV的 50%	费用IV的 40%	费用IV的 30%	费用IV的 20%	费用IV的 10%
										费用V的 90%	费用V的 80%	费用V的 70%	费用V的 60%	费用V的 50%	费用V的 40%	费用V的 30%	费用V的 20%	费用V的 10%
										费用VI的 90%	费用VI的 80%	费用VI的 70%	费用VI的 60%	费用VI的 50%	费用VI的 40%	费用VI的 30%	费用VI的 20%	费用VI的 10%
										费用VII的 90%	费用VII的 80%	费用VII的 70%	费用VII的 60%	费用VII的 50%	费用VII的 40%	费用VII的 30%	费用VII的 20%	费用VII的 10%

每件仲裁费用 (人民币)	单次申请仲裁 案件数量	100件到399件	400件到 799件	800件到 1,499件	1,500件到 2,999件	3,000件到 5,999件	6,000件到 11,999件	12,000件到 24,999件	25,000件到 49,999件	50,000件到 99,999件	100,000件 以上
3,000,000元到6,000,000元 (含6,000,000元)	24,200元+争议金额3,000,000元 以上部分的0.4% (下称费用Ⅲ)	费用Ⅲ的 90%	费用Ⅲ的 80%	费用Ⅲ的 70%	费用Ⅲ的 60%	费用Ⅲ的 50%	费用Ⅲ的 40%	费用Ⅲ的 30%	费用Ⅲ的 20%	费用Ⅲ的 10%	
6,000,000元到10,000,000元 (含10,000,000元)	36,200元+争议金额6,000,000元 以上部分的0.2% (下称费用Ⅳ)	费用Ⅳ的 90%	费用Ⅳ的 80%	费用Ⅳ的 70%	费用Ⅳ的 60%	费用Ⅳ的 50%	费用Ⅳ的 40%	费用Ⅳ的 30%	费用Ⅳ的 20%	费用Ⅳ的 10%	
10,000,000元以上	44,200元+争议金额10,000,000元 以上部分的0.15% (下称费用Ⅴ)	费用Ⅴ的 90%	费用Ⅴ的 80%	费用Ⅴ的 70%	费用Ⅴ的 60%	费用Ⅴ的 50%	费用Ⅴ的 40%	费用Ⅴ的 30%	费用Ⅴ的 20%	费用Ⅴ的 10%	

- 1.《网络仲裁费用表》不区分中国内地案件和国际、涉外及涉港澳台案件。
- 2.《网络仲裁费用表》适用全部程序通过网络进行的案件，不适用部分程序通过网络进行的案件。
- 3.《网络仲裁费用表》中的争议金额，以当事人请求的金额为准。没有争议金额或者争议金额不明确的，由仲裁院根据争议所涉及权益的具体情况确定预先收取的仲裁费用数额。
- 4.《网络仲裁费用表》中的单次申请仲裁案件数量，以当事人同一批提起网络仲裁申请的案件数量为准。同一批提起申请的案件，数量在1件到9件之间的，每件案件按照《深圳国际仲裁院仲裁规则》附件《仲裁费用表二》计算仲裁费用；数量在10件到99件之间且案情类似的，每件案件按照《仲裁费用表二》计算结果的50%计算仲裁费用。同一批提起申请的案件数量在100件以上且案情类似的，按照同一批提起申请的案件数量总数所在栏目，对应每个案件所适用的争议金额区间，确定每件案件的收费标准。网络仲裁案件反请求适用该案本请求相同的收费标准。
- 5.当事人预缴的仲裁费用为外币时，按《网络仲裁费用表》列明的标准计算与人民币等值的外币。
- 6.仲裁程序由网络仲裁程序变更为《深圳国际仲裁院仲裁规则》规定的仲裁程序的，仲裁院按照《深圳国际仲裁院仲裁规则》附件《仲裁费用规定》计算仲裁费用。当事人已经预缴的仲裁费用，抵作变更程序后的仲裁费用，抵作变更程序后的仲裁费用，当事人应在首次开庭前缴足全部仲裁费用。
- 7.《网络仲裁费用表》自2019年2月21日施行，2017年8月15日施行的《网上仲裁费用表》同时废止。

Arbitration Fees for Each Case (RMB)	Number of Arbitration Cases in a Single Request	Amount in Dispute (AID) (RMB)	100 to 399	400 to 799	800 to 1,499	1,500 to 2,999	3,000 to 5,999	6,000 to 11,999	12,000 to 24,999	25,000 to 49,999	50,000 to 99,999	Above 100,000
		3,000,000 to 6,000,000 (inclusive)	24,200 plus 0.4% of the AID above 3,000,000 ("Fee VIII")	90% of Fee VIII	80% of Fee VIII	70% of Fee VIII	60% of Fee VIII	50% of Fee VIII	40% of Fee VIII	30% of Fee VIII	20% of Fee VIII	10% of Fee VIII
		6,000,000 to 10,000,000 (inclusive)	36,200 plus 0.2% of the AID above 6,000,000 ("Fee IX")	90% of Fee IX	80% of Fee IX	70% of Fee IX	60% of Fee IX	50% of Fee IX	40% of Fee IX	30% of Fee IX	20% of Fee IX	10% of Fee IX
		Above 10,000,000	44,200 plus 0.15% of the AID above 10,000,000 ("Fee X")	90% of Fee X	80% of Fee X	70% of Fee X	60% of Fee X	50% of Fee X	40% of Fee X	30% of Fee X	20% of Fee X	10% of Fee X

- This Schedule applies to Chinese Mainland disputes, international or foreign-related disputes, and disputes related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan Region.
- This Schedule shall apply to cases where all proceedings are conducted online, excluding cases where only parts of proceedings are conducted online.
- The AID referred to in this Schedule shall be based on the amount claimed by the parties. Where no monetary claim is specified or the amount in dispute is not clear, the amount of arbitration fees shall be determined by the SCJA in consideration of the specific rights and interests involved in the disputes.
- The Number of Arbitration Cases in a Single Request referred to in this Schedule shall be based on the number of arbitration cases requested online by the parties in the same series. For the cases requested in the same series, if the number is between 1 and 9, the arbitration fees for each case shall be calculated according to the Schedule II attached to the Arbitration Rules; if the number is between 10 and 99 and the facts of the cases are similar, the arbitration fees for each case shall be at 50% of the amount calculated according to Schedule II; if the number of cases requested in the same series is more than 100 and the facts of the cases are similar, the arbitration fees for each case shall be calculated based on the corresponding range of the AID for each case and the corresponding range where the total number of the cases requested in the same series fits. The rate of arbitration fees for claims applies to counterclaims in the same online arbitration case.
- If the arbitration fee is charged in a foreign currency, an amount of foreign currency equivalent to the corresponding RMB value specified in this Schedule shall be paid.
- Where the arbitration proceeding is changed from the online arbitration proceeding to any other arbitration proceeding provided in the Arbitration Rules, the arbitration fees shall be calculated by the SCJA in accordance with the Schedule of Fees and Costs of Arbitration attached to the Arbitration Rules. The arbitration fees advanced by the parties shall be used to offset the arbitration fees payable for the changed proceeding, and the arbitration fees shall be paid by the parties in full prior to the first oral hearing.
- This Schedule shall be effective as from 21 February 2019. The old Schedule of Online Arbitration Fees effected from 15 August 2017 is expired at the same time.

Appendix

Schedule of Online Arbitration Fees

Arbitration Fees for Each Case (RMB)	Number of Arbitration Cases in a Single Request	Amount in Dispute (AID) (RMB)									
		100 to 399	400 to 799	800 to 1,499	1,500 to 2,999	3,000 to 5,999	6,000 to 11,999	12,000 to 24,999	25,000 to 49,999	50,000 to 99,999	Above 100,000
Below 10,000 (inclusive)		200 ("Fee I")	90% of Fee I	80% of Fee I	70% of Fee I	60% of Fee I	50% of Fee I	40% of Fee I	30% of Fee I	20% of Fee I	10% of Fee I
10,000 to 50,000 (inclusive)		200 plus 5% of the AID above 10,000 ("Fee II")	90% of Fee II	80% of Fee II	70% of Fee II	60% of Fee II	50% of Fee II	40% of Fee II	30% of Fee II	20% of Fee II	10% of Fee II
50,000 to 100,000 (inclusive)		2,200 plus 3% of the AID above 50,000 ("Fee III")	90% of Fee III	80% of Fee III	70% of Fee III	60% of Fee III	50% of Fee III	40% of Fee III	30% of Fee III	20% of Fee III	10% of Fee III
100,000 to 200,000 (inclusive)		3,700 plus 1.5% of the AID above 100,000 ("Fee IV")	90% of Fee IV	80% of Fee IV	70% of Fee IV	60% of Fee IV	50% of Fee IV	40% of Fee IV	30% of Fee IV	20% of Fee IV	10% of Fee IV
200,000 to 500,000 (inclusive)		5,200 plus 1% of the AID above 200,000 ("Fee V")	90% of Fee V	80% of Fee V	70% of Fee V	60% of Fee V	50% of Fee V	40% of Fee V	30% of Fee V	20% of Fee V	10% of Fee V
500,000 to 1,000,000 (inclusive)		8,200 plus 0.8% of the AID above 500,000 ("Fee VI")	90% of Fee VI	80% of Fee VI	70% of Fee VI	60% of Fee VI	50% of Fee VI	40% of Fee VI	30% of Fee VI	20% of Fee VI	10% of Fee VI
1,000,000 to 3,000,000 (inclusive)		12,200 plus 0.6% of the AID above 1,000,000 ("Fee VII")	90% of Fee VII	80% of Fee VII	70% of Fee VII	60% of Fee VII	50% of Fee VII	40% of Fee VII	30% of Fee VII	20% of Fee VII	10% of Fee VII

change some or all of the procedures of the arbitration into the procedures stipulated in the SCIA Arbitration Rules in view of the circumstances of the case in question.

CHAPTER V MISCELLANEOUS

Article 29 Limitation of Liabilities

Arbitrators, the SCIA and its related persons shall bear no civil liability to any person for any loss from force majeure, computer viruses, cyberattacks, system instability, network faults, or other circumstances not intentionally caused by the SCIA or the arbitral tribunal.

Article 30 Interpretation of these Rules

1. The headings of the articles in these Rules shall not be construed as an interpretation for the provisions thereunder.
2. The SCIA reserves the right to interpret these Rules.

Article 31 Coming into Force

These Rules shall be effective as from 21 February 2019.

arbitration proceedings for a case heard online simultaneous with voice recognition technologies or by manual work. A record of oral hearings, once verified and confirmed online, shall have the same legal force as a written record.

Article 25 Time-limit for the Arbitral Award

An arbitral tribunal shall render an arbitral award within one (1) month from its formation. Where there are special circumstances or legitimate reasons justifying an extension of the duration of the arbitration, the SCIA may approve an appropriate extension upon the request of the arbitral tribunal.

Article 26 Arbitral Documents

Arbitral documents, including the arbitral award, mediation statement and decision on dismissal, shall be signed by the arbitrator(s) electronically and affixed with the electronic seal of the SCIA.

Article 27 Electronic Archival Files

The SCIA shall use the Online Arbitration Service Platform to generate electronic files simultaneously with the case and, create an electronic archive. Where a paper archive for a case has been fully converted into an electronic archive, the electronic archive shall replace the paper dossier.

Article 28 Change of Procedure

During an online arbitration, the SCIA may, upon the request of any party or as deemed necessary by the SCIA or the arbitral tribunal,

receipt of the Notice of Arbitration, and jointly appoint, or entrust the President of the SCIA to appoint, the presiding arbitrator within five (5) days from the Respondent's receipt of the Notice of Arbitration, failing which, the presiding arbitrator shall be appointed by the President of the SCIA.

Article 22 Challenge of Arbitrators

A party wishing to challenge an arbitrator on the grounds of the information disclosed by the arbitrator shall put forward the challenge within three (3) days from receipt of such information.

Article 23 Hearings

1. In principle, an arbitral tribunal shall not hold hearings for online arbitration cases.
2. An arbitral tribunal may, however, where it deems it necessary, hear a case through online video hearings, online exchange of information, teleconferences, and other appropriate means, or may decide to hold offline hearings while the other processes are still conducted online.
3. For any case heard under Paragraph 2 of this Article, the parties shall be notified of the date of hearing no later than five (5) day in advance.

Article 24 Record of Hearings

An arbitral tribunal may create a record of oral hearings during mediation, exchange of evidence, hearing, deliberation, and other

counterclaim through the Online Arbitration Service Platform within five (5) days from receipt of the Notice of Arbitration. Whether a late application will be accepted shall be at the discretion of the SCIA or arbitral tribunal.

2. The provisions of Articles 14-18 of these Rules shall apply mutatis mutandis to the submission, acceptance, and service of, and defence and amendments to, the counterclaim.

Article 20 Objection to Jurisdiction

Any objection to the existence or validity of an arbitration agreement or to jurisdiction shall be raised through the Online Arbitration Service Platform before the expiry of the time-limit for the submission of the first defence.

Article 21 Formation of Arbitral Tribunal

1. An arbitral tribunal is composed of a sole arbitrator. An arbitral tribunal may be composed of three (3) arbitrators in special circumstances or as agreed by the parties.
2. Where an arbitral tribunal is composed of a sole arbitrator, the parties shall jointly appoint, or entrust the President of the SCIA to appoint, the arbitrator within five (5) days from the Respondent's receipt of the Notice of Arbitration, failing which, the arbitrator shall be appointed by the President of the SCIA.
3. Where an arbitral tribunal is composed of three (3) arbitrators, the parties shall each appoint, or entrust the President of the SCIA to appoint, one arbitrator within five (5) days from their respective

Otherwise, the SCIA may request the Claimant to complete them within a specified time period. If the formalities remain incomplete upon the expiry of the specified time period, it shall be deemed that no request for arbitration has been made.

Article 16 Notice of Arbitration

After the SCIA accepts the Request for Arbitration, the SCIA shall send a Notice of Arbitration to the parties together with one copy of each of these Rules, the SCIA Arbitration Rules, the SCIA Panel of Arbitrators, and the Request for Arbitration and its attachments submitted by the Claimant shall be forwarded to the Respondent simultaneously.

Article 17 Statement of Defence

The Respondent shall submit the Statement of Defence, opinion on evidence, and the evidentiary materials it has relied on through the Online Arbitration Service Platform within five (5) days from receipt of the Notice of Arbitration.

Article 18 Amendments to the Claim

A party that applies to amend its claim shall submit its amendment through the Online Arbitration Service Platform within five (5) days from receipt of the Notice of Arbitration. Whether a late application will be accepted shall be at the discretion of the SCIA or arbitral tribunal.

Article 19 Counterclaim

1. A Respondent that applies to file a counterclaim shall submit its

3. The parties may request to have persons with special knowledge to comment on the technical issues of electronic data. The arbitral tribunal may, based on such request or its powers, engage third parties to verify the authenticity of the electronic data or gather other related evidence for cross-check.

4. Any electronic version of the identity document, duplicate business license, letter of authorization, identity document of legal representative, and other certification materials, as well as any electronic version of documentary evidence, expert opinion, record of on-site investigation, and other evidentiary materials submitted by a party, after passing the review of the arbitral tribunal, shall be deemed as an original document for purposes of formality requirement. If the other party objects to the authenticity of any of the foregoing materials with due cause, the arbitral tribunal may require the the party to provide the original document.

CHAPTER IV ARBITRATION PROCEEDINGS

Article 14 Request for Arbitration

A party applying for arbitration shall submit a Request for Arbitration, evidentiary materials, and its certificate of qualification through the Online Arbitration Service Platform.

Article 15 Acceptance of a Case

After the Claimant submits a Request for Arbitration and evidentiary materials, and makes advance payment of arbitration fees, the SCIA shall accept the case if it finds the required formalities complete.

Article 13 Review of Electronic Data

1. An arbitral tribunal may, in consideration of the results of examination of evidence, review and judge the authenticity of the generation, collection, storage and transmission of the electronic data, with particular focus on:
 - (a) whether the computer systems and other hardware and software environment relied on for the generation, collection, storage, and transmission of the electronic data are secure and reliable;
 - (b) whether the electronic data have a clear generator and time of generation, and whether the electronic data present clear, objective, and accurate information;
 - (c) whether the electronic data have a clear storage and safekeeping medium and have been kept safe by appropriate means and methods;
 - (d) whether the entities, tools, and methods that extract and preserve the electronic data are reliable and whether the extraction process can be reproduced;
 - (e) whether the electronic data are incomplete or have been altered due to addition, deletion, or modification of information; and
 - (f) whether the electronic data may be verified through a specified form.

2. The arbitral tribunal shall confirm a party's electronic data if they can be established as authentic by electronic signature, credible time-stamp, hash value verification, blockchain or other means of evidence collection, technological methods of preservation and anti-tampering, or by certification from an electronic evidence collection and storage platform.

- materials or it has performed relevant arbitration conducts in accordance with the served materials; or
- (d) the addressee's system indicates that the addressee has read the served materials, or other evidence demonstrates that the addressee has received the served materials.
3. (a) The date on which a document is successfully sent as indicated by the network system shall be deemed as the date of service;
- (b) Notwithstanding the foregoing, if the addressee establishes that the date such document reaches its specified system is inconsistent with the date of successful sending indicated by the corresponding SCIA system, the date established by the addressee shall prevail.

CHAPTER III EVIDENCE

Article 11 Submission of Evidence

The parties shall submit their evidence through the Online Arbitration Service Platform or other methods recognised by the SCIA.

Article 12 Collection of Evidence

1. An arbitral tribunal may contact, inter alia, network service providers, logistics and delivery companies, third-party payment platforms, and providers of electronic certification service or electronic evidence preservation service to investigate the facts and collect evidence with respect to the issues involved in a case.
2. Any evidence gathered by the arbitral tribunal shall be submitted to the parties for examination and comments.

2. The parties shall confirm their electronic service address(es) to the SCIA when applying for arbitration or submitting a defence.
3. Where the parties have neither agreed on nor confirmed to the SCIA their electronic service address(es), the phone number, facsimile number, e-mail, instant messaging account, or other contact information they have used in the electronic transaction or provided during web registration may be deemed as their electronic service address(es).
4. Any party that changes its electronic service address(es) during the online arbitration proceedings shall notify the SCIA in time.
5. The parties shall ensure that their agreed or confirmed electronic service addresses are lawful and valid, and solely bear the risk of service failure due to, for example, erroneous address or legal restrictions imposed by the place of arbitration.

Article 10 Electronic Service

1. The SCIA may serve relevant documents through one or a combination of, inter alia, the Online Arbitration Service Platform, text message, facsimile, e-mail, or instant message.
2. Any arbitral document sent by the SCIA to a party shall be deemed to have been duly served if:
 - (a) the document has been sent to the electronic service address agreed upon by the party;
 - (b) the SCIA sends a notice to the party to check or download the document at the Online Arbitration Service Platform;
 - (c) the addressee replies that it has received the served

signature or other online methods, the corresponding “signature” requirements shall be deemed to be satisfied.

CHAPTER II SUBMISSION AND SERVICE OF DOCUMENTS

Article 8 Submission of Documents

1. The parties shall present their evidence by uploading and importing the online electronic data into the Online Arbitration Service Platform, or by uploading offline evidence to the platform after converting it to electronic format through scanning, photographing, transcription, or other means.
2. The time of submission of a document shall be deemed as the time the document is successfully uploaded to the Online Arbitration Service Platform.
3. Each party shall retain a copy of any submitted electronic document and its upload record, to evidence the facts and circumstances regarding the submission of relevant documents for examination by the other party and the arbitral tribunal.

Article 9 Electronic Service Address

1. The parties shall agree in the arbitration agreement or contract on one or a combination of, for example, the Online Arbitration Service Platform, phone number, facsimile number, e-mail, or instant messaging account as their electronic service address(es), failing which they may agree on such address(es) through a supplemental agreement.

hearings; failing which, the SCIA may decide to accept and handle the case in accordance with the SCIA Arbitration Rules.

Article 6 Hearing of Online Arbitration

Online arbitration cases shall be heard online. Case acceptance, payment of fees and costs, service, exchange of evidence, hearing, mediation, rendering of an award, and other procedures related to online arbitration cases shall in general be conducted online.

Article 7 Identity Verification and Signature

1. Where the parties participate in arbitration through the Online Arbitration Service Platform, they shall complete the identification procedure through such online approaches as identification and/or license checks, biometric identification, or certification by a national unified identity platform, and obtain a dedicated account for logging into the Online Arbitration Service Platform.
2. Any act performed on the Online Arbitration Service Platform by login with a dedicated account shall be deemed as an act of the person having been identified, unless it is caused by a technology induced-system error of the Online Arbitration Service Platform or the person having been identified can prove that its account for Online Arbitration Service Platform has been used without authorization.
3. For any case heard by an arbitral tribunal online, where the arbitrators, the parties, and other persons related to the arbitration have confirmed a mediation agreement, a transcript or other arbitral materials through online confirmation, electronic

electronic data exchange, online chat record, blog, microblog, instant message, text message, electronic signature, domain name, or information stored in an electronic medium.

4. “Online video hearing” means hearings held through online video or other forms of electronic communication.

Article 3 Scope of Application

1. For disputes arising from online transactions or other commercial disputes, where the parties agree to submit their dispute to the SCIA for online arbitration (also known as Internet arbitration, electronic arbitration, network arbitration, and other similar names), the parties shall be deemed to have agreed to arbitration by the SCIA in accordance with these Rules.
2. Any matter not covered by these Rules shall be governed by the SCIA Arbitration Rules.

Article 4 Data Storage and Usage

The Online Arbitration Service Platform shall store and use dispute-related data in compliance with the provisions of the Cybersecurity Law of the People’s Republic of China and other applicable laws and regulations.

Article 5 Requirements for Online Arbitration

Parties who have agreed to conduct online arbitration are required to possess the equipment and technical capacity necessary for online arbitration, including but not limited to the ability to use e-mail and other electronic communication tools and to participate in online video

Shenzhen Court of International Arbitration Online Arbitration Rules

CHAPTER I GENERAL PROVISIONS

Article 1 Purpose

These Rules are formulated by the Shenzhen Court of International Arbitration (also known as the South China International Economic and Trade Arbitration Commission, Greater Bay Area International Arbitration Centre, or Shenzhen Arbitration Commission, formerly known as the China International Economic and Trade Arbitration Commission South China Sub-commission, and the China International Economic and Trade Arbitration Commission Shenzhen Sub-commission) (hereinafter the “SCIA”) in accordance with the SCIA Arbitration Rules to resolve commercial disputes between equal parties through impartial and efficient online arbitration.

Article 2 Definitions

1. “Online arbitration” refers to a dispute resolution method of conducting arbitration by use of the Internet or other information technologies.
2. “Online Arbitration Service Platform” refers to a dedicated platform for the SCIA to handle arbitration cases and for the parties to conduct arbitral activities.
3. “Electronic data” refers to information generated from e-mail,

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Shenzhen Court of International Arbitration Online Arbitration Rules

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MODEL ARBITRATION CLAUSE

Any dispute arising from or in connection with this Contract shall be submitted to Shenzhen Court of International Arbitration (the SCIA) for online arbitration. The Parties hereby agree that the arbitration documents shall be delivered to the following electronic addresses:

Party A's E-Mail: _____ Mobile Phone No.: _____

Party B's E-Mail: _____ Mobile Phone No.: _____

Party C's E-Mail: _____ Mobile Phone No.: _____

When a Party changes its e-mail address or mobile phone number, it shall immediately give a written notice to other Parties.

SCIA Online Arbitration Rules

(Adopted by the Second Council of SCIA at its seventh meeting, effective as from February 21, 2019. Amended by the Second Council of SCIA at its eighteenth meeting, such amendments shall take effect from February 21, 2022.)

the parties. Where no monetary claim is specified or the amount in dispute is not clear, the amount of arbitration fee shall be determined by the SCIA in consideration of the specific rights and interests involved in the disputes.

2. If the arbitration fee is charged in a foreign currency, an amount of the foreign currency equivalent to the corresponding RMB value specified in this schedule shall be paid.
3. The SCIA may charge for other disbursements reasonably incurred in accordance with the relevant provisions under the SCIA Rules.
4. Unless otherwise stipulated by the SCIA Arbitration Rules and agreed by all the parties, the remuneration of the arbitrator(s) shall be decided by the SCIA and shall be payable by the SCIA out of the arbitration fees and costs collected by the SCIA under this Schedule. While determining the remuneration of the arbitrator(s), the SCIA shall take into account of factors such as the time spent by the arbitrator(s) to handle the case, the AID the complexity of the case, and the due diligence and efficiency of the arbitrator(s). The personal fee rate of any arbitrator (if any) shall only be for SCIA's reference, and is not binding on the SCIA.

Article 3 Miscellaneous

Other fees and costs, including, but not limited to, the appointment fee for an emergency arbitrator, shall be governed by the SCIA Arbitration Rules if there are no provisions stipulated under these Rules.

Appendix

Schedule of Fees and Costs of Arbitration

Article 1 Registration Fee

A registration fee of RMB 5,000 Yuan shall be payable upon application for arbitration, for the purposes of examining the application for arbitration, initiating the arbitration proceedings, computerizing management, filing management and correspondence. The registration fee is non- refundable.

Article 2 Schedule of Arbitration Fees and Costs

Amount in Dispute (“AID”) (RMB)	Case Handling Fee (RMB)
1,000,000 Yuan or less (Including 1,000,000 Yuan)	2.5% of the amount in dispute
1,000,000 Yuan to 5,000,000Yuan (Including 5,000,000 Yuan)	25,000 Yuan plus 1% of the amount above 1,000,000 Yuan
5,000,000 Yuan to 10,000,000Yuan (Including 10,000,000 Yuan)	65,000 Yuan plus 0.8% of the amount above 5,000,000 Yuan
10,000,000 Yuan to 50,000,000Yuan (Including 50,000,000 Yuan)	105,000 Yuan plus 0.6% of the amount above 10,000,000 Yuan
50,000,000 Yuan or more	345,000 Yuan plus 0.55% of the amount above 50,000,000 Yuan

1. The parties shall pay the arbitration fees and costs in advance in accordance with the rates under this Schedule above for their respective claim or counterclaim. The AID referred to in this Schedule shall be on the basis of the amount of money claimed by

3. The following period shall be excluded when calculating the time limit in the preceding Paragraphs:
 - (a) tperiod for appointing experts for, inter alia, appraisal, audit, evaluation, testing, expert consultancy pursuant to the SCIA Arbitration Rules;
 - (b) tperiod for mediation pursuant to the SCIA Arbitration Rules;
 - (c) tperiod of suspension pursuant to the relevant law, these Rules or the SCIA Arbitration Rules.

Article 17 Arbitration Fees and Costs

1. The parties shall pay the arbitration fees and costs in accordance with the applicable provisions in the Schedule of Fees and Costs of Arbitration.
2. The Schedule of Fees and Costs of Arbitration attached hereto shall constitute an integral part of these Rules.

Article 18 Interpretation

1. The headings of the articles in these Rules shall not be construed as interpretations of the meanings of the provisions contained therein.
2. These Rules shall be interpreted by the SCIA.

Article 19 Implementation

These Rules shall be effective as from 21 February 2019.

evidence submitted by the parties or to hold an oral hearing.

Article 15 Oral Hearing

1. For a case involving an oral hearing, after the arbitral tribunal has fixed a date and time for the first oral hearing, the parties shall be notified at least ten (10) days prior to the oral hearing. A party having justified reason(s) may request a postponement of the oral hearing. However, such request shall be communicated in writing to the arbitral tribunal at least seven (7) days prior to the scheduled date of the oral hearing. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. Where a party has justified the reasons for its failure to submit a request for a postponement of the oral hearing within the time period specified in Paragraph 1 of this Article, the arbitral tribunal shall decide whether or not to postpone the oral hearing.
3. A notice regarding the date and time of a subsequent oral hearing, as well as a notice regarding the date and time of a postponed oral hearing, shall not be subject to the time limit specified in Paragraph 1 of this Article.

Article 16 Time Limit for the Final Award

1. The arbitral tribunal shall render its arbitration award within three (3) months from the date on which the arbitral tribunal is formed.
2. Upon the request of the arbitral tribunal, the President of the SCIA may extend the time limit if he/she considers it necessary and the reasons for the extension are deemed justified.

Article 12 Appointment of Arbitrators

The SCIA establishes a Panel of Arbitrators. The parties may appoint arbitrators from the Panel, or appoint, either separately or jointly, arbitrators of any nationality from outside the SCIA's Panel of Arbitrators. The party (or parties) appointing an arbitrator from outside the SCIA's Panel of Arbitrators shall be confirmed by the President of the SCIA.

Article 13 Defence and Counterclaim

1. The Respondent shall submit its Statement of Defence and evidentiary materials within twenty (20) days of the receipt of the Notice of Arbitration.
2. The Respondent shall submit a counterclaim, if any, in writing within twenty (20) days from the date of receipt of the Notice of Arbitration. The Claimant shall submit its Statement of Defence to the counterclaim in writing within twenty (20) days from the date of receipt of the Notice.
3. If the arbitral tribunal considers there is justified reason(s) for an extension, it may decide to grant an extension of the above time limits. Where the arbitral tribunal has not yet been formed, such decision shall be made by the SCIA.

Article 14 Conduct of Arbitration Proceedings

The arbitral tribunal may conduct the arbitration in the manner it considers appropriate. The arbitral tribunal may decide whether to conduct the arbitration solely on the basis of the written materials and

2. Unless otherwise agreed by the parties, within ten (10) days from the date of receipt of the Notice of Arbitration, the Claimant and the Respondent shall each appoint, or entrust the President of the SCIA to appoint, an arbitrator, failing which the arbitrator shall be appointed by the President of the SCIA.
3. Unless otherwise agreed by the parties, within ten (10) days from the date of the Respondent's receipt of the Notice of Arbitration, the parties shall jointly appoint, or jointly entrust the President of the SCIA to appoint, the presiding arbitrator, failing which the presiding arbitrator shall be appointed by the President of the SCIA.
4. In the alternative, the parties may agree that the presiding arbitrator is to be appointed jointly by the two (2) appointed arbitrators. Unless otherwise agreed by the parties, where the two (2) appointed arbitrators fail to appoint the presiding arbitrator within five (5) days from the date of the determination of the second (2nd) arbitrator, the presiding arbitrator shall be appointed by the President of the SCIA.
5. Unless otherwise agreed by the parties, the arbitration shall be conducted by a sole arbitrator where the amount in dispute does not exceed RMB 5,000,000 Yuan, or where the parties agree so in writing although the amount in dispute exceeds RMB 5,000,000 Yuan.
6. Where no monetary claim is specified or the amount in dispute is not clear, the SCIA shall determine whether or not to appoint a sole arbitrator after a full consideration of relevant factors, including, but not limited to, the complexity of the case and the interests involved.

or terminate the interim measure(s).

2. The emergency arbitrator or the arbitral tribunal may modify, suspend or terminate the interim measure(s) it has granted on its own initiative. The arbitral tribunal may also modify, suspend or terminate the interim measure(s) granted by the emergency arbitrator on its own initiative.
3. The emergency arbitrator or the arbitral tribunal may require any party to promptly disclose any material change in the circumstances that formed the basis on which the interim measure(s) was/ were requested or granted.
4. The party requesting the interim measure(s) may be liable to any party for any cost and damage caused by the measure(s) if the emergency arbitrator or the arbitral tribunal later determines that, in the circumstances then prevailing, the measure(s) should not have been granted. The emergency arbitrator or the arbitral tribunal may award such costs and damages at any time during the proceeding.

Article 10 Performance of the Decision on Interim Measure(s)

The parties shall abide by the decision on interim measure(s) issued by the emergency arbitrator and/or the arbitral tribunal.

Article 11 Composition of Arbitral Tribunal

1. Unless otherwise agreed by the parties or provided by these Rules, an arbitral tribunal shall be composed of three (3) arbitrators.

measure(s) to provide appropriate security on the basis of the interim measure(s) requested.

3. A decision on the interim measures in accordance with this Article shall be made by the emergency arbitrator within fourteen (14) days upon appointment, or by the arbitral tribunal within fourteen (14) days upon its receipt of the application for interim measures. The emergency arbitrator or the arbitral tribunal shall make a decision on interim measures within ten (10) days upon the date the security is provided pursuant to Paragraph 2 of this Article.
4. The decision on the interim measure(s) shall indicate the basis, be signed by the emergency arbitrator or the arbitral tribunal and affixed with the SCIA's seal.
5. None of the emergency arbitrator, the arbitral tribunal, the SCIA or its staffs shall be responsible for any loss caused to the parties in the event the emergency arbitrator or the arbitral tribunal decides to take or not to take any requested interim measure.

Article 9 Change of the Decision on Interim Measure(s)

1. The parties may challenge the decision on interim measure(s) by submitting a notice in writing to the SCIA within three (3) days after the party's receipt of the decision on the interim measure(s), and the SCIA shall forward the notice of challenge to the emergency arbitrator or the arbitral tribunal in order to decide whether to maintain, modify, suspend or terminate the interim measure(s) it has granted. If the appointment of the emergency arbitrator is terminated, the arbitral tribunal formed subsequently shall make the decision on whether to maintain, modify, suspend

5. The appointment of the emergency arbitrator shall be terminated on the date when the arbitral tribunal is formed, and shall transfer all of the files to the arbitral tribunal.
6. Unless otherwise agreed by the parties, the emergency arbitrator shall not act as an arbitrator of the dispute related to the application for interim measures.
7. The procedure prescribed in this Article shall not affect the conduct of any other procedure.
8. Any matter related to the emergency arbitrator appointment shall be governed by the other relevant provisions of these Rules if they are not prescribed herein.

Article 8 Decision on Interim Measure(s)

1. The party requesting interim measure(s) shall satisfy the emergency arbitrator or the arbitral tribunal that:
 - (a) loss may not be adequately covered by an award of damages if the measure is not ordered, and such possible loss 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.
2. The emergency arbitrator or the arbitral tribunal may, before making a decision, require the party requesting an interim

the arbitral tribunal for the decision, or the emergency arbitrator established under Article 7 hereof for the decision.

Article 7 Emergency Arbitrator

1. The party applying for interim measures after the case is accepted by the SCIA but before the arbitral tribunal is formed may request the SCIA to appoint an emergency arbitrator by submitting an application in writing. The application shall indicate the basis for appointing the emergency arbitrator. Whether the emergency arbitrator is appointed shall be decided by the President of the SCIA.
2. Where the President of the SCIA agrees to appoint the emergency arbitrator, the requesting party shall pay in advance the fee in accordance with these Rules. When the application for appointing an emergency arbitrator is complete, the President of the SCIA shall appoint one (1) arbitrator from the SCIA Panel of Arbitrators within two (2) days to be the emergency arbitrator for disposing of the application for interim measure(s). The SCIA shall notify the parties of the appointment of the emergency arbitrator.
3. The parties may, within two (2) days after the receipt of the notice regarding the appointment of the emergency arbitrator, challenge the arbitrator appointed above, and the President of the SCIA shall make a final decision on the challenge.
4. The emergency arbitrator shall make his/her decision on the application for interim measures pursuant to Article 8 of these Rules.

court to take an interim measure(s), or request the SCIA to assist it with requesting the competent court to take an interim measure(s).

2. When requesting the SCIA to provide assistance, the party applying for the interim measures shall provide arbitration agreement and the application for interim measures as prescribed in Article 6, paragraph 1 of these Rules. The SCIA shall forward the documents to the competent court and notify the requesting party when, and whether or not the requested assistance is deemed to be proper after reviewing the documents.
3. The requesting party shall, after the court takes interim measure(s), apply to the SCIA for arbitration within the statutory period as prescribed by the applicable law of the place of arbitration.

Article 6 Interim Measure(s) during Arbitration

1. After the SCIA accepts the case, a party shall, in order for the SCIA to take interim measures, submit an application for interim measures. The application shall clearly set forth the following items:
 - (a) the names and addresses of the parties;
 - (b) the basis for taking the interim measures;
 - (c) the specific interim measures requested;
 - (d) the place for taking the interim measures and the competent court; and
 - (e) the relevant legal provisions of the place for taking the interim measures.
2. The SCIA shall forward the application for interim measures to the competent court for the ruling, or submit the application to

Rules, the arbitration shall be conducted in accordance with the SCIA Arbitration Rules.

2. Where the parties have agreed to the application of these Rules or the SCIA decides that these Rules shall be applied, any matter not specifically provided for herein shall be subject to the SCIA Arbitration Rules.

Article 4 Interim Measure(s)

1. Unless otherwise agreed by the parties, the arbitral tribunal or the emergency arbitrator may grant the interim measure(s) requested by a party in light of the applicable law of the place of arbitration.
2. In light of the applicable law of the place of arbitration, a party may request the SCIA and/or the competent court to take one or more of the interim measures as prescribed below:
 - (a) the preservation of property;
 - (b) the preservation of evidence;
 - (c) to order a party to perform and/or refrain from performing a specific conduct;
 - (d) any other interim measures provided by law.
3. Where a party requests the competent court to take interim measure(s), it shall not be deemed that it is inconsistent with the arbitration agreement, or that the party has in any way abandoned the arbitration agreement.

Article 5 Interim Measure(s) Prior to Arbitration

1. Before applying for arbitration, a party may request the competent

- related to shipping and logistics.
4. Disputes related to maritime and air accidents, including, but not limited to, collision, allision, salvage at sea, casualty, grounding, stranding, fire, explosion, sinking, airplane crashes, ocean and air risks, salvage, obstacle clearance, and general average, etc.
 5. Disputes related to ocean exploitation, and the construction, operation, management, maintenance and service of ports, fairway, anchorage, bridge approach, dock, artificial island and airports.
 6. Disputes related to ocean and aviation pollution of any kind.
 7. Disputes related to the logistics, logistical operations, warehousing, distribution, express service, supply chain, Internet of things (IoT), rail transit, multimodal transport, pipeline transportation, railway and high-speed railway, etc.
 8. Disputes related to fishery, aquatic farming and fishing.
 9. Any other relevant disputes.

Article 3 Scope of Application

1. As regards the dispute covered by the jurisdiction prescribed in Article 2 hereof:
 - (a) unless otherwise agreed, the parties shall be deemed to have agreed to arbitration in accordance with these Rules where they have agreed to arbitration by the SCIA Maritime Arbitration Centre;
 - (b) where the parties agree to refer their dispute to arbitration in accordance with these Rules without providing for the name of the specific arbitration institution, they shall be deemed to have agreed to refer the dispute to arbitration by the SCIA under these Rules;
 - (c) where the parties agree to refer their dispute to the SCIA for arbitration but have not specified for the application of these

Shenzhen Court of International Arbitration Rules of Maritime and Logistics Arbitration

Article 1 Qianhai Maritime and Logistics Arbitration Centre

The Qianhai Maritime and Logistics Arbitration Centre (hereinafter the “SCIA Maritime Arbitration Centre”) is established by the Shenzhen Court of International Arbitration (also known as the South China International Economic and Trade Arbitration Commission, Greater Bay Area International Arbitration Centre, or Shenzhen Arbitration Commission, formerly known as the China International Economic and Trade Arbitration Commission South China Sub-commission, and the China International Economic and Trade Arbitration Commission Shenzhen Sub-commission, hereinafter the “SCIA”) in Shenzhen, China, for the resolution of maritime, logistics and related disputes between the parties.

Article 2 Jurisdiction

The SCIA accepts the following types of arbitration cases in accordance with the agreement between the parties:

1. Disputes related to the transportation of cargo, the transportation of passengers, charter-party, and shipping documents.
2. Disputes related to the sale, construction, reconstruction, repair and charter of, mortgage, security by, management, operations, supply of fuel or personnel to, mariner labour, performance or service(s) provided to any vessel, cruise ship, yacht, aircraft or any other vehicles and ocean facilities of whatsoever kind.
3. Disputes concerning finance, financial lease and insurance issues

Shenzhen Court of International Arbitration Rules of Maritime and Logistics Arbitration

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MODEL ARBITRATION CLAUSE

Any dispute arising from or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (the SCIA) for arbitration in accordance with the SCIA Rules of Maritime and Logistics Arbitration.

SCIA Rules of Maritime and Logistics Arbitration

(Adopted by the Second Council of SCIA at its seventh meeting, effective as from February 21, 2019. Amended by the Second Council of SCIA at its eighteenth meeting, such amendments shall take effect from February 21, 2022.)

Appendix

Schedule of Arbitration Fees and Costs

1. Registration Fee

The registration fee shall be RMB 5,000 Yuan, which is non-refundable under any circumstance.

2. Administrative Fees

The administrative fees shall include the costs and expenses incurred from providing services under Article 4(1) of the Guidelines in relation to the following:

(1) Appointment of Arbitrators (RMB)

	1 arbitrator appointed	2 arbitrators appointed	3 arbitrators appointed
Fees payable by the parties	10,000	15,000	18,000

(2) Decision on the Challenge of Arbitrators

An amount of RMB 20,000 Yuan shall be charged for each decision on the challenge of arbitrator(s).

(3) Financial Management Fees of Arbitration Cases

The SCIA shall charge a financial management fee, being 0.1% of the total amount of fees in custody of the SCIA. The minimum financial management fee chargeable shall be RMB 1,000 Yuan, and shall be capped at a maximum of RMB 100,000 Yuan.

(4) Services under Article 4 (2) of the Guidelines

The SCIA shall charge disbursements incurred from services provided by SCIA under Article 4(2) of the Guidelines or from other administrative services requested by the parties or the arbitral tribunal, which shall be charged on actual costs basis.

article in the UNCITRAL Arbitration Rules (1976) or UNCITRAL Arbitration Rules (2010); where there is no corresponding article in the UNCITRAL Arbitration Rules (1976) or UNCITRAL Arbitration Rules (2010), the UNCITRAL Arbitration Rules (2013) shall apply.

Article 13 Interpretation and Implementation

1. The Guidelines shall be interpreted by the SCIA.
2. The Guidelines shall take effect on 1 December 2016.

constitute an integral part of the Guidelines.

Article 9 Fees of Arbitrators

Fees of arbitrators shall be negotiated and agreed between the parties and the arbitrators and shall be deposited to the SCIA in accordance with Article 41 of the UNCITRAL Arbitration Rules.

Article 10 Costs of the Arbitral Tribunal

The arbitral tribunal shall submit a breakdown of necessary costs to the parties, which shall include but not be limited to, transportation, accommodation and catering costs, with the corresponding receipts or explanation.

Article 11 Disclaimer of the SCIA

The SCIA and its staff shall bear no liabilities for any mistake or negligence by the arbitral tribunal during the course of arbitration proceedings, nor for any award rendered by the arbitral tribunal.

Article 12 The UNCITRAL Arbitration Rules

1. Unless otherwise agreed by the parties, the UNCITRAL Arbitration Rules stated in the Guidelines refers to the UNCITRAL Arbitration Rules (2013).
2. Where the parties agree to apply the UNCITRAL Arbitration Rules (1976) or the UNCITRAL Arbitration Rules (2010), any article in the Guidelines referring to the UNCITRAL Arbitration Rules (2013) shall be regarded as referring to the corresponding

to all the other parties and to each member of the arbitral tribunal who may provide their respective response in writing to the challenge.

3. The President of the SCIA shall make the decision on the challenge.

Article 8 Charge and Management of Arbitration Fees and Costs

1. In accordance with the UNCITRAL Arbitration Rules, the arbitration fees and costs charged by the SCIA include:
 - (a) Registration fee and administrative fees;
 - (b) Fees and expenses of arbitrators and other necessary costs.
2. The Claimant shall pay a registration fee to the SCIA upon request for arbitration and pay relevant administrative fees in advance.
3. After the arbitral tribunal has been formed, the parties shall pay in advance the fees and expenses of arbitrators and other necessary costs, in accordance with the agreement between the parties and the arbitrator(s) concerned, or under the instruction of the arbitral tribunal.
4. During the course of the arbitration proceedings, if a party fails to pay the relevant fees required, the SCIA shall notify all other parties so that they may pay the fees instead. If such payment is still not made or outstanding, the SCIA may recommend the arbitral tribunal to proceed the arbitration proceedings in a way it deems fit, to suspend or terminate the proceedings.
5. The Schedule of Arbitration Fees and Costs annexed hereto shall

- (d) Recommending mediation institutions or negotiation facilitation institutions to the parties to facilitate settlement.

Article 5 Request for Arbitration

The claimant shall submit the Request for Arbitration in writing in accordance with the UNCITRAL Arbitration Rules and pay the registration fee.

Article 6 Appointment of Arbitrators

1. Where the parties have not agreed on the candidate(s) for the arbitral tribunal, or, the candidate(s) for the arbitral tribunal jointly appointed by the parties is/ are unable to carry out his/her duties as an arbitrator and the parties fail to reach an agreement on the replacement of the candidate(s), the SCIA shall carry out the duty as an Appointing Authority under the UNCITRAL Arbitration Rules to appoint the arbitrator(s).
2. The party applying for the SCIA's appointment of arbitrator(s) shall deposit the fees to the SCIA.

Article 7 Challenge of Arbitrators

1. In case of any circumstance stipulated under Article 13(4) of the UNCITRAL Arbitration Rules, a party shall submit the application in writing for challenge to the SCIA specifying the basis of the challenge, provide the evidentiary documents and pay the fees in advance to the SCIA for the decision on the challenge.
2. The SCIA shall promptly forward the application for challenge

2. Where parties have agreed to submit disputes to arbitration in accordance with the UNCITRAL Arbitration Rules and the SCIA to perform the administrative functions such as appointing arbitrators.
3. Where the SCIA Arbitration Rules provide for the application of the Guidelines.

Article 3 Place of Arbitration

Where the parties have agreed on the place of arbitration, the parties' agreement shall prevail. Where the parties have not agreed on the place of arbitration, unless otherwise determined by the arbitral tribunal, the place of arbitration shall be Hong Kong.

Article 4 Administration and Services

1. The SCIA shall administer the followings:
 - (a) Appointment of arbitrators;
 - (b) The decision on the challenge of arbitrators;
 - (c) Financial management of arbitration cases.
2. The SCIA also provides the following services at the request of the parties or the arbitral tribunal:
 - (a) Assisting the communication between the arbitral tribunal and the parties as well as between the parties;
 - (b) Assisting to forward the application of property preservations, etc.;
 - (c) Providing services for oral hearings, including, but not limited to, providing hearing rooms and audio and/or video recording equipment, arranging interpreters, making records of oral hearings;

Shenzhen Court of International Arbitration Guidelines for the Administration of Arbitration under the UNCITRAL Arbitration Rules

Article 1 Purpose

In order to facilitate the application of the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter the “UNCITRAL Arbitration Rules”) by domestic and foreign parties, in accordance with the UNCITRAL Arbitration Rules and the Arbitration Rules of the Shenzhen Court of International Arbitration (hereinafter the “SCIA Arbitration Rules”), the Shenzhen Court of International Arbitration (also known as the South China International Economic and Trade Arbitration Commission, Greater Bay Area International Arbitration Centre, or Shenzhen Arbitration Commission, formerly known as the China International Economic and Trade Arbitration Commission South China Sub-commission and the China International Economic and Trade Arbitration Commission Shenzhen Sub-commission) (hereinafter the “SCIA”) hereby formulates the SCIA Guidelines for the Administration of Arbitration under the UNCITRAL Arbitration Rules (hereinafter the “Guidelines”).

Article 2 Scope of Application

The Guidelines shall apply in any of the following circumstances:

1. Where parties have agreed that disputes between them under Article 2, Paragraph 1(a) or (b) of the SCIA Arbitration Rules shall be submitted to the SCIA in accordance with the UNCITRAL Arbitration Rules.

Shenzhen Court of International Arbitration Guidelines for the Administration of Arbitration under the UNCITRAL Arbitration Rules

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MODEL ARBITRATION CLAUSE I

Any dispute arising from or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (the SCIA) for arbitration with the UNCITRAL Arbitration Rules (2013) to apply, which shall be administered by the SCIA according to the SCIA Guidelines for the Administration of Arbitration under the UNCITRAL Arbitration Rules.

MODEL ARBITRATION CLAUSE II

Any dispute arising from or in connection with this contract shall be submitted for arbitration in accordance with the UNCITRAL Arbitration Rules (2013) and the Shenzhen Court of International Arbitration (the SCIA) shall be the appointing authority.

SCIA Guidelines for the Administration of Arbitration under the UNCITRAL Arbitration Rules

(Adopted by the Second Council of SCIA at its seventh meeting, effective as from February 21, 2019. Amended by the Second Council of SCIA at its eighteenth meeting, such amendments shall take effect from February 21, 2022.)

Article 9 Miscellaneous

The relevant provisions of the Arbitration Rules shall apply *mutatis mutandis* to such procedural matters of appellate arbitration as case acceptance, notice, defence, hearing, mediation and settlement, and award unless they are specifically provided in the Guidelines.

Article 10 Interpretation and Implementation

1. The Guidelines shall be interpreted by the SCIA.
2. The Guidelines shall take effect on 21 February 2019.

Article 6 Effectiveness of the Original Award

1. Where an appeal may be filed in accordance with the Guidelines, the Original Award shall not be deemed final and effective before the expiration of the period for filing for appeal.
2. If no party files for appeal or applies to withdraw its filing within the time-limit specified in Article 3 of the Guidelines, the Original Award shall be deemed final and effective as of the date of expiration of such time-limit.
3. If the appellant applies to withdraw its filing after the time-limit specified in Article 3 of the Guidelines, the Original Award shall be deemed final and effective as of the date of such withdrawal.

Article 7 Appellate Award

The appellate arbitral tribunal may either affirm or modify the Original Award. The award rendered by the appellate arbitral tribunal shall be the final award and be binding upon the parties, in lieu of the Original Award.

Article 8 Allocation of Fees and Costs

The appellate arbitral tribunal shall have the power to decide the allocation of the original arbitration fees and costs, the appellate arbitration fees and costs, the actual expenses, and the reasonable expenses incurred by the parties based on the results of the appellate arbitration and the specific circumstances of the case.

2. The appellant shall submit the Application for Appellate Arbitration in accordance with Article 4 of the Guidelines, attach the supporting evidentiary materials, and pay the appellate arbitration fees and costs in advance within the required time-limit in accordance with the notice from the SCIA. The provisions of the Arbitration Rules shall apply mutatis mutandis to the fees and costs of the appellate arbitration.

Article 4 Application for Appellate Arbitration

The Application for Appellate Arbitration shall include:

1. the arbitration agreement on appellate arbitration between the appellant(s) and the appellee(s);
2. the element(s) of the Original Award that are being appealed;
3. the application for appeal; and
4. the facts and grounds on which the request for appeal is based.

Article 5 Composition of the Appellate Arbitral Tribunal

1. The appellate arbitral tribunal shall be composed of three (3) arbitrators, with one (1) serving as the presiding arbitrator. No member of the appellate arbitral tribunal shall be selected from the original arbitral tribunal and all shall be selected by the President of the SCIA from the Panel of Arbitrators of Shenzhen Court of International Arbitration.
2. Where two or more parties have filed for appeal with respect to the same Original Award, the case shall be arbitrated by the same appellate arbitral tribunal.

Guidelines for the Optional Appellate Arbitration Procedure of the Shenzhen Court of International Arbitration

Article 1 Basis

The Guidelines for the Optional Appellate Arbitration Procedure of the Shenzhen Court of International Arbitration (hereinafter, the “Guidelines”) are formulated by the Shenzhen Court of International Arbitration (also known as the South China International Economic and Trade Arbitration Commission, Greater Bay Area International Arbitration Centre, or Shenzhen Arbitration Commission, hereinafter the “SCIA”) in accordance with the Arbitration Rules of Shenzhen Court of International Arbitration (hereinafter the “Arbitration Rules”).

Article 2 Scope of Application

Unless prohibited by the laws of the place of arbitration, the Guidelines shall apply where the parties agree that the award rendered by the arbitral tribunal according to Chapter VIII of the Arbitration Rules (hereinafter, the “Original Award”) may be submitted to the SCIA for appellate arbitration in accordance with Article 68 of the Arbitration Rules.

Article 3 Commencement of the Appellate Arbitration Procedure

1. The appellant shall apply for appellate arbitration within fifteen (15) days of its receipt of the Original Award.

Guidelines for the Optional Appellate Arbitration Procedure of the Shenzhen Court of International Arbitration

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Parties who want to resolve their dispute in accordance with Article 68 of the SCIA Arbitration Rules and the SCIA Guidelines for the Optional Appellate Arbitration Procedure may include the following model clause to a contract:

Any dispute arising from or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (the SCIA) for arbitration. The parties grant each other the right to appeal to the SCIA against the award or awards rendered by the arbitral tribunal. The appellate tribunal renders the final award. The place of arbitration shall be_____. (State the country or jurisdiction where the Appellate Arbitration is not prohibited)

SCIA Guidelines for the Optional Appellate Arbitration Procedure

(Adopted by the Second Council of SCIA at its seventh meeting, effective as from February 21, 2019. Amended by the Second Council of SCIA at its eighteenth meeting, such amendments shall take effect from February 21, 2022.)

1. The AID referred to in this Schedule shall be the amount claimed by the parties.
2. Where no monetary claim is specified or the amount in dispute is unclear, the arbitration fee shall be determined by the SCIA in consideration of the specific rights and interests involved in the dispute.
3. In addition to the arbitration fees and costs set forth this Schedule, the SCIA may charge for other disbursements reasonably incurred.

Schedule of Arbitration Fees and Costs for Financial Loan Disputes

This Schedule shall apply to fees and costs charged by the SCIA for cases to which the SCIA Arbitration Rules for Financial Loan Disputes apply, including the case-acceptance fee and case- handling fee.

Case-acceptance Fee:

Amount in Dispute (AID) (RMB)	Formula (RMB):
1,000 and below	100
1,000 to 50,000	100 plus 5% of the AID above 1,000
50,000 to 100,000	2,550 plus 4% of the AID above 50,000
100,000 to 200,000	4,550 plus 3% of the AID above 100,000
200,000 to 500,000	7,550 plus 2% of the AID above 200,000
500,000 to 1,000,000	13,550 plus 1% of the AID above 500,000
Above 1,000,000	18,550 plus 0.5% of the AID above 1,000,000

Case-handling Fee

Amount in Dispute (AID) (RMB)	Formula (RMB):
400,000 and below	5,000
400,000 to 1,000,000	5,000 plus 0.8% of the AID above 400,000
1,000,000 to 3,000,000	9,800 plus 0.5% of the AID above 1,000,000
3,000,000 to 5,000,000	19,800 plus 0.4% of the AID above 3,000,000
5,000,000 to 10,000,000	27,800 plus 0.3% of the AID above 5,000,000
10,000,000 to 30,000,000	42,800 plus 0.2% of the AID above 10,000,000
30,000,000 to 50,000,000	82,800 plus 0.15% of the AID above 30,000,000
Above 50,000,000	11,2800

there are special circumstances or adequate reasons justifying an extension of the duration of the arbitration, the SCIA may approve an appropriate extension upon the request of the arbitral tribunal.

Article 9 Change of Procedure

For cases to which the Rules are applicable, upon the request of the parties or the suggestion of the arbitral tribunal and by taking into consideration such factors as the amount in dispute and the complexity of the cases, the SCIA may decide to apply any other arbitration procedure provided in the SCIA Arbitration Rules.

Article 10 Other Matters

The SCIA Arbitration Rules shall apply to matters not covered herein.

Article 11 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 SCIA.

Article 12 Coming into Force

The Rules shall be effective as from 21 February 2019.

arbitral tribunal shall be composed of a sole arbitrator.

2. Within seven (7) days after receipt of the Notice of Arbitration, the parties shall jointly appoint, or jointly entrust the President of the SCIA to appoint, the sole arbitrator, failing which, the sole arbitrator shall be appointed by the President of the SCIA.
3. Where the arbitral tribunal is composed of 3 arbitrators, each of the parties shall appoint, or entrust the President of the SCIA to appoint, one arbitrator and jointly appoint, or jointly entrust the President of the SCIA to appoint, the presiding arbitrator, within seven (7) days after receipt of the Notice of Arbitration, failing which, the arbitrators shall be appointed by the President of the SCIA.

Article 6 Conduct of Hearing Proceedings

The arbitral tribunal may conduct the arbitration in the manner it considers appropriate. The arbitral tribunal may decide whether to conduct the arbitration solely on the basis of the written materials and evidence submitted by the parties or to hold an oral hearing.

Article 7 Notice of Hearings

After the arbitral tribunal has fixed a date for the first oral hearing, the parties shall be notified at least five (5) days prior to the oral hearing.

Article 8 Time-limit for the Arbitral Award

The arbitral tribunal shall render an arbitral award within one (1) month from the date on which the arbitral tribunal is formed. Where

- (b) Inter-company lending disputes;
- (c) Private lending disputes;
- (d) Small loan contract disputes;
- (e) Non-performing financial loan transfer contract disputes;
- (f) Non-performing financial loan recovery disputes; or
- (g) Other contract disputes.

Article 3 Arbitration Fees and Costs

1. The parties shall pay the applicable arbitration fees and costs to the SCIA in accordance with the Schedule of Arbitration Fees and Costs for Financial Loan Disputes prescribed by the SCIA.
2. The Schedule of Arbitration Fees and Costs for Financial Loan Disputes which is attached hereto forms an integral part of the Rules.

Article 4 Time Limit for Defence and Counterclaim

1. The Respondent shall submit its Statement of Defence and evidentiary materials within seven (7) days after receipt of the Notice of Arbitration.
2. The Respondent shall submit its counterclaim (if any) in writing within seven (7) days after receipt of the Notice of Arbitration. The Claimant shall submit its Statement of Defence to the Respondent's counterclaim within seven (7) days after receipt of the Notice of Acceptance of Counterclaim.

Article 5 Formation of the Arbitral Tribunal

1. Unless otherwise agreed by the parties or decided by the SCIA, an

Shenzhen Court of International Arbitration Rules for Financial Loan Disputes

Article 1 Purpose

The Rules are formulated by the Shenzhen Court of International Arbitration (also known as the South China International Economic and Trade Arbitration Commission, Greater Bay Area International Arbitration Centre, or Shenzhen Arbitration Commission, formerly known as the China International Economic and Trade Arbitration Commission South China Sub-commission or the China International Economic and Trade Arbitration Commission Shenzhen Sub-commission, hereinafter as the “SCIA”) in accordance with the Arbitration Law of the People’s Republic of China and the SCIA Arbitration Rules for the purpose of efficient and speedy resolution of financial loan disputes.

Article 2 Scope of Application

1. Unless otherwise agreed by the parties, the Rules shall apply to arbitration cases accepted by the SCIA which involve disputes over bank loans and their security contracts governed by the laws of the People's Republic of China.
2. For arbitration cases involving the following contractual disputes accepted by the SCIA to which the parties agree to apply the Rules, the SCIA shall decide whether to apply the Rules based on their merits:
 - (a) Inter-bank lending disputes;

Shenzhen Court of International Arbitration Rules for Financial Loan Disputes

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MODEL ARBITRATION CLAUSE

Any dispute arising from or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (the SCIA) for arbitration in accordance with the SCIA Arbitration Rules for Financial Loan Disputes.

SCIA Arbitration Rules for Financial Loan Disputes

(Adopted by the Second Council of SCIA at its seventh meeting, effective as from February 21, 2019. Amended for the first time by the Second Council of SCIA at its fourteenth meeting, such amendments shall take effect from October 1, 2020. Amended for the second time by the Second Council of SCIA at its eighteenth meeting, such amendments shall take effect from February 21, 2022.)

(where “n” refers to the number of interim measures applied for by the parties)

This Schedule IV shall apply if a party applies to the SCIA for appointment of an emergency arbitrator for the interim measure(s) under Article 26 of the Rules.

- (2) The fees and expenses of arbitrators determined in accordance with the fee arrangements shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case. According to the above circumstances, the SCIA shall have the power to make any necessary adjustment to the fees and expenses of arbitrators, which will be binding upon the arbitral tribunal.
- (3) The SCIA is entitled to adjust the arbitration fees and costs payable by the parties in advance based on the circumstances of the case concerned.
- (4) Where any party raises an objection regarding the adoption or the amount of agreement-based remuneration of the arbitrators, the decision of the SCIA shall be conclusive.
- (5) In cases where the remuneration of the arbitrators is established by agreement, the payment of such remuneration shall be decided by the arbitral tribunal in accordance with applicable arbitration rules and the relevant provisions of this Schedule.

Article 7 Arbitration Fees and Costs in relation to Appointment of Emergency Arbitrator

Schedule IV

Application for Interim Measures	Amount Charged (“RMB”)
One single interim measure	10,000
Multiple interim measures	$10,000 + (n-1) \times 2,000$

correspondence. The registration fee is non-refundable.

- (3) The parties shall pay the arbitration fees and costs in advance in accordance with the rates under this Schedule III for their respective claim or counterclaim. The AID referred to in this Schedule III shall be on the basis of the sum amount of money claimed by the parties. Where no monetary claim is specified or the amount in dispute is not clear, the amount of administrative fee shall be determined by the SCIA in consideration of the specific rights and interests involved in the disputes.
- (4) If the arbitration fee is charged in a foreign currency, the foreign currency shall be payable at an amount equivalent to the corresponding amount in RMB under this Schedule III.
- (5) The SCIA can charge for other disbursements reasonably incurred in accordance with the relevant provisions under the Rules.
- (6) The administrative fee payable to the SCIA shall not include the remuneration of the arbitrator(s).

Article 6 Remuneration of the Arbitrators Determined by Agreement between the Parties and the Arbitrators and the Payment Thereof

- (1) Except for arbitration cases related to Chinese Mainland disputes under Article 2, Paragraph 1(3) of the Rules, the remuneration of arbitrators may be determined by agreement. Any agreement-based method of determination shall require the unanimous consent of all parties and shall be applicable to all members of the arbitral tribunal.

from other administrative services requested by the parties or the arbitral tribunal, which shall be charged on actual costs basis.

Article 5 Arbitration Fees and Costs in relation to Application of other Arbitration Rules

Schedule III

Amount in Dispute (“AID”) (“RMB”)	Administrative Fee (“RMB”)
1,000,000 and below	1.4% of the AID, minimum 4,000
1,000,001 to 5,000,000 (inclusive of 5,000,000)	14,000 plus 1% of the AID above 1,000,000
5,000,001 to 10,000,000 (inclusive of 10,000,000)	54,000 plus 0.6% of the AID above 5,000,000
10,000,001 to 50,000,000 (inclusive of 50,000,000)	84,000 plus 0.4% of the AID above 10,000,000
Above 50,000,000	244,000 plus 0.2% of the AID above 50,000,000

- (1) This Schedule III shall apply if the parties agree to submit to the SCIA for arbitration in accordance with the arbitration rules other than the SCIA Rules and the UNCITRAL Arbitration Rules, and that the SCIA shall provide the administrative services for the arbitration proceedings.
- (2) A registration fee of RMB 10,000 shall be payable upon application for arbitration, for the purposes of examining the application for arbitration, initiating the arbitration proceedings, computerizing management, filing management and

by the UNCITRAL Arbitration Rules under Article 3 (4) , and for arbitral cases related to the investment disputes under Article 2 (2), the arbitration fees and costs shall be charged by the SCIA in accordance with the “SCIA Guidelines for the Administration of Arbitration under the ‘UNCITRAL Arbitration Rules’” (hereinafter, the “Guidelines”) as follows:

(1) Registration Fee

The registration fee shall be RMB 5,000, which is non-refundable under any circumstances.

(2) Administrative Fee

The administrative fees shall include the costs and expenses incurred from providing the service under Article 4(1) of the Guidelines in relation to the following:

(a) Appointment of Arbitrators (“RMB”)

	1 arbitrator appointed	2 arbitrators appointed	3 arbitrators appointed
Fees payable by the parties	10,000	15,000	18,000

(b) Decision on the Challenge of Arbitrator

An amount of RMB 20,000 shall be charged for each decision on the challenge of arbitrator(s).

(c) Financial Management of Arbitration Case

The SCIA shall charge a financial management fee, being 0.1% of the total amount of fees in custody of SCIA. The minimum management fee chargeable shall be RMB 1,000 and shall be capped at a maximum of RMB 100,000.

(d) Services under Article 4 (2) of the Guidelines

The SCIA shall charge disbursements incurred from services provided by SCIA under Article 4 (2) of the Guidelines or

While determining the remuneration of the arbitrator(s), the SCIA shall take into account of factors such as the time spent by the arbitrator(s) to handle the case, the amount in dispute, the complexity of the case, and the diligence and efficiency of the arbitrator(s). The personal fee rate of any arbitrator (if any) shall only be for SCIA's reference, and is not binding on the SCIA.

Article 3 Advance Payment of Arbitration Fees and Costs in Installments

- (1) In cases whereby a large amount of arbitration fees and costs is payable under Article 1 or 2 of this Appendix or there are special circumstances in any arbitration case, the SCIA may, at the request of the parties, agree to allow the party to make the advance payment of the arbitration fees and costs in installments, provided that:
 - (a) no less than one-third of the total arbitration fees and costs is paid upon request for arbitration;
 - (b) no less than half of the total arbitration fees and costs is paid by the time the arbitral tribunal is formed; and
 - (c) the total arbitration fees and costs shall be paid in full by the time of the hearing.
- (2) Such installments as agreed upon by the SCIA shall not include the registration fee stipulated under Article 1 of this Appendix.

Article 4 Arbitration Fees and Costs in relation to Arbitral Cases Governed by UNCITRAL Arbitration Rules

As for the international and foreign-related arbitration cases and those related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan Region governed

Amount in Dispute ("AID") ("RMB")	Case-handling Fee ("RMB")
3,000,001 to 6,000,000 (inclusive of 6,000,000)	31,500 plus 0.45% of the AID above 3,000,000
6,000,001 to 10,000,000 (inclusive of 10,000,000)	45,000 plus 0.4% of the AID above 6,000,000
10,000,001 to 20,000,000 (inclusive of 20,000,000)	61,000 plus 0.3% of the AID above 10,000,000
20,000,001 to 40,000,000 (inclusive of 40,000,000)	91,000 plus 0.2% of the AID above 20,000,000
Above 40,000,000	131,000 plus 0.15% of the AID above 40,000,000

- (1) Schedule II apply to the arbitration cases related to Chinese Mainland disputes under Article 2, Paragraph 1(3) of the Rules, including case-acceptance fee and case-handling fee.
- (2) The parties shall pay the case-acceptance fee and case-handling fee in advance in accordance with the rates under this Schedule II for their respective claim or counterclaim. The AID referred to in this Schedule II shall be on the basis of the amount of money claimed by the parties. Where no monetary claim is specified or the amount in dispute is not clear, the amount of arbitration fee shall be determined by the SCIA in consideration of the specific rights and interests involved in the disputes.
- (3) The SCIA may charge for other disbursements reasonably incurred in accordance with the relevant provisions under the Rules.
- (4) The remuneration of the arbitrator(s) shall be decided by the SCIA and shall be payable by the SCIA out of the arbitration fees and costs collected by the SCIA under this Schedule II.

Article 2 Arbitration Fees and Costs for Chinese Mainland Arbitration Cases

Schedule II

(1) Schedule of Case-acceptance Fee

Amount in Dispute ("AID") ("RMB")	Case-acceptance Fee ("RMB")
1,000 and below	100
1,001 to 50,000 (inclusive of 50,000)	100 plus 5% of the AID above 1,000
50,001 to 100,000 (inclusive of 100,000)	2,550 plus 4% of the AID above 50,000
100,001 to 200,000 (inclusive of 200,000)	4,550 plus 3% of the AID above 100,000
200,001 to 500,000 (inclusive of 500,000)	7,550 plus 2% of the AID above 200,000
500,001 to 1,000,000 (inclusive of 1,000,000)	13,550 plus 1% of the AID above 500,000
above 1,000,000	18,550 plus 0.5% of the AID above 1,000,000

(2) Schedule of Case-handling Fee

Amount in Dispute ("AID") ("RMB")	Case-handling Fee ("RMB")
200,000 and below	8,000
200,001 to 500,000 (inclusive of 500,000)	8,000 plus 2% of the AID above 200,000
500,001 to 1,000,000 (inclusive of 1,000,000)	14,000 plus 1.5% of the AID above 500,000
1,000,001 to 3,000,000 (inclusive of 3,000,000)	21,500 plus 0.5% of the AID above 1,000,000

the application for arbitration, initiating the arbitration proceedings, computerizing management, filing management and correspondence. The registration fee is non-refundable.

- (3) The parties shall pay the arbitration fees and costs in advance in accordance with the rates under this Schedule I for their respective claim or counterclaim. The AID referred to in this Schedule I shall be on the basis of the amount of money claimed by the parties. Where no monetary claim is specified or the amount in dispute is not clear, the amount of arbitration fee shall be determined by the SCIA in consideration of the specific rights and interests involved in the disputes.
- (4) If the arbitration fee is charged in a foreign currency, an amount of the foreign currency equivalent to the corresponding RMB value specified in this schedule shall be paid.
- (5) The SCIA may charge for other disbursements reasonably incurred in accordance with the relevant provisions under the Rules.
- (6) Unless otherwise stipulated by the Rules, the remuneration of the arbitrator(s) shall be decided by the SCIA and shall be payable by the SCIA out of the arbitration fees and costs collected by the SCIA under this Schedule I. While determining the remuneration of the arbitrator(s), the SCIA shall take into account of factors such as the time spent by the arbitrator(s) to handle the case, the AID, the complexity of the case, and the diligence and efficiency of the arbitrator(s).

Appendix

Schedule of Fees and Costs of Arbitration

Article 1 Arbitration Fees and Costs for the International and Foreign-related Cases and Cases related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan Region

Schedule I

Amount in Dispute (“AID”) (“RMB”)	Arbitration Fees and Costs (“RMB”)
1,000,000 and below	3.5% of the AID, minimum 10,000
1,000,001 to 5,000,000 (inclusive of 5,000,000)	35,000 plus 2.5% of the AID above 1,000,000
5,000,001 to 10,000,000 (inclusive of 10,000,000)	135,000 plus 1.5% of the AID above 5,000,000
10,000,001 to 50,000,000 (inclusive of 50,000,000)	210,000 plus 1% of the AID above 10,000,000
above 50,000,000	610,000 plus 0.65% of the AID above 50,000,000

- (1) This Schedule I applies to the international and foreign-related arbitration cases and those related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan Region under Article 2, Paragraph 1(1) and (2) of the Rules.
- (2) A registration fee of RMB 10,000 shall be payable upon application for arbitration, for the purposes of examining

Article 70 Limitation of Liability

The arbitrator(s), the SCIA and its related persons shall not be liable to any person for any act or omission related to the arbitration, except for intentional misconduct.

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 SCIA.
3. Unless otherwise stated, other documents issued by the SCIA shall not constitute integral parts of the Rules.

Article 72 Coming into Force

The Rules shall be effective as from 21 February 2019 upon the deliberation and approval of the Council of the SCIA. As of the date of the Rules' coming into force, all cases accepted by the SCIA shall be governed by the Rules. For cases accepted by the SCIA before the Rules come into force, the Rules effective at the time of acceptance shall apply, or where the parties agree, the Rules shall apply.

the laws.

Article 67 Application of Information Technology

Unless otherwise agreed by the parties, the SCIA or the arbitral tribunal may decide to conduct all or part of the arbitral proceedings by virtue of information technology, including but not limited to online registration, service, oral hearing, and examination of evidence.

Article 68 Optional Appellate Arbitration Procedure

1. Unless prohibited by the laws of the place of arbitration, where the parties have agreed on submitting to the SCIA for appellate arbitration in respect of the award rendered by the arbitral tribunal according to Chapter VIII herein, their agreement shall prevail. The optional appellate arbitration procedure shall not apply to the expedited procedure of the Rules.
2. The optional appellate arbitration procedure shall be conducted in accordance with the “SCIA Guidelines for the Optional Appellate Arbitration Procedure”.

Article 69 Waiver of Objection

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

2. When the day next following such date is a public holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Public holidays and non-business days within the period concerned are included in the calculation of the period of time. If the last day of the relevant period of time is a public holiday or a non-business day, the period of time shall expire at the end of the first following business day.
3. If a party breaches a time-limit because of force majeure events or other justifiable reasons, it shall inform the SCIA within a reasonable time period and may apply for an extension of time within ten(10) days after such reasons no longer exist. The arbitral tribunal shall decide on the request. Where the arbitral tribunal has not yet been formed, such decision shall be made by the SCIA.

Article 66 Confidentiality

1. Arbitration shall not be open to the public.
2. Where all the parties agree that an oral hearing be open to the public, the arbitral tribunal shall decide whether the oral hearing shall be open to the public.
3. Where an oral hearing is not to be open to the public, the parties and their representatives, witnesses, interpreters, arbitrators, experts consulted or appraisers appointed by the arbitral tribunal, persons recording the oral hearings, staff of the SCIA and other relevant persons shall keep any substantive or procedural matters relating to the case confidential, unless otherwise stipulated under

circumstances. If the parties reach a settlement either on their own initiative or as a result of mediation by the arbitral tribunal, the parties may reach an agreement upon the payment of such fees and costs.

3. In case of any breach of the Rules or failure to carry out the arbitral tribunal's decisions by any party which causes delay in the arbitration proceedings, the allocation of arbitration fees and costs to such party shall not be subject to the provisions under the preceding paragraph. Where other costs are incurred or increased due to delay in the arbitration proceedings, such party shall also bear the costs so incurred or increased.
4. The arbitral tribunal shall, at the request of a party, have the power to determine in the arbitral award that the losing party bears the reasonable costs and expenses of the successful party incurred in relation to the arbitration proceedings, including but not limited to the attorney's fees, the costs of preservation measures, travel and accommodation expenses, notarial fees and witness expenses. While determining the amount of these costs and expenses, the arbitral tribunal shall take into account the outcome and complexity of the case, the actual workload of the parties or their representatives, the amount in dispute and any other relevant factors.

Article 65 Calculation of Time-limits

1. Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made.

2. Where the parties agree to apply other arbitration rules, the SCIA may charge in accordance with the schedule of fees and costs of arbitration stipulated by such other arbitration rules. If such other arbitration rules lack such a schedule, the Schedule of Fees and Costs of Arbitration adopted by the SCIA shall apply.
3. During the course of the arbitration proceedings, where the parties fail to pay in advance the relevant fees and costs as required, the SCIA shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the SCIA may order the suspension of the arbitration proceedings, or regard such as the total withdrawal of the claims or counter-claims of the parties.
4. The Schedule of Fees and Costs of Arbitration which is attached hereto forms an integral part of the Rules.

Article 64 Allocation of Fees

1. The arbitral tribunal has the power to determine in the arbitral award the arbitration fees and other expenses to be borne by the parties. Such fees and other expenses include fees and actual expenses payable under the Schedule of Fees and Costs of Arbitration, and the reasonable legal fees and other expenses incurred by the parties for conducting the arbitration.
2. Unless otherwise agreed by the parties or stipulated in the Rules, the arbitration fees and costs shall in principle be borne by the losing party. Notwithstanding the foregoing, the arbitral tribunal may decide to assign the arbitration fees and costs among the parties according to the proportions it deems appropriate for the

Article 61 Change of Procedure

1. The application of Expedited Procedure shall not be affected by any amendment to the claim or by the filing of a counterclaim.
2. Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB 10,000,000, upon one of the parties' request or the suggestion of the arbitral tribunal, and if the SCIA considers it necessary, the Expedited Procedure may be changed to the general procedure by the SCIA.
3. For any case that originally applies the general procedure, if the Claimant amends its claims before the formation of the arbitral tribunal and the amount in dispute as amended does not exceed RMB 10,000,000, the Expedited Procedure shall apply. The application of the general procedure shall not be affected by any amendment to the claim or by the filing of a counterclaim after the formation of the arbitral tribunal.

Article 62 Other Provisions

The relevant provisions in the other Chapters of the Rules shall apply to matters not covered in this Chapter.

CHAPTER X MISCELLANEOUS

Article 63 Arbitration Fees and Costs

1. The parties shall pay the arbitration fees and costs in advance to the SCIA in accordance with the "Schedule of Fees and Costs of Arbitration" stipulated by the SCIA.

of a sole arbitrator shall be formed in accordance with Article 31 to hear the case.

Article 59 Conduct of Hearing Proceedings

The arbitral tribunal may conduct the arbitration in the manner it considers appropriate. The arbitral tribunal may decide whether to conduct the arbitration solely on the basis of the written materials and evidence submitted by the parties or to hold an oral hearing.

Article 60 Notice of Hearings

1. For an arbitration conducted by way of an oral hearing, after the arbitral tribunal has fixed a date for oral hearing, the parties shall be notified at least seven (7) days prior to the oral hearing. A party having justified reasons may request a postponement of the oral hearing. However, such request shall be communicated in writing to the arbitral tribunal at least three (3) days prior to the fixed oral hearing date. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. Where a party has justified reasons for failure to submit a request for a postponement of the oral hearing within the time period specified in the preceding Paragraph 1, the arbitral tribunal shall decide whether or not to accept the request.
3. A notice of a subsequent oral hearing, as well as a notice of a postponed oral hearing, shall not be subject to the time-limit specified in the preceding Paragraph 1.

CHAPTER IX EXPEDITED PROCEDURE

Article 56 Application

1. Expedited Procedure shall apply to any case where the amount in dispute does not exceed RMB 10,000,000; or to any case where the amount in dispute exceeds RMB 10,000,000 but the parties agree in writing that the Expedited Procedure shall apply; or to any case where the parties agree to apply the Expedited Procedure or Summary Procedure.
2. Where the amount in dispute is not clear, the SCIA shall determine whether or not to apply the Expedited Procedure after a full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.

Article 57 Defence and Counterclaim

1. The Respondent shall submit its Statement of Defence and evidentiary materials within ten (10) days after receipt of the Notice of Arbitration.
2. The Respondent shall submit its counterclaim (if any) in writing within ten (10) days after receipt of the Notice of Arbitration. The Claimant shall submit its Statement of Defence to the Respondent's counterclaim within ten (10) days after receipt of the Notice of Acceptance of Counterclaim.

Article 58 Formation of Arbitral Tribunal

For any case that applies the Expedited Procedure, an arbitral tribunal

arbitration proceedings but was omitted from the arbitral award. If such an omission does exist, the arbitral tribunal shall render an additional award within thirty (30) days of receipt of the written request.

3. The arbitral tribunal may, on its own initiative, make corrections of the arbitral award or render additional award in writing, within a reasonable time period after the arbitral award is rendered.
4. Such correction of award or additional award in writing shall form a part of the arbitral award.

Article 55 Re-arbitration

1. Where a competent court notifies the case be re-arbitrated in accordance with provisions of law, the case shall be arbitrated by the original arbitral tribunal. Where the member(s) of the original arbitral tribunal is/are unable to fulfil his/her duties due to being challenged or voluntary withdrawal from his/her office or other specific reasons, a substitute arbitrator shall be appointed under Article 34.
2. The arbitral tribunal shall decide on the specific procedures for the case to be re-arbitrated.
3. The arbitral tribunal shall render an arbitral award after the re-arbitration in accordance with the Rules.
4. The re-arbitral award shall replace the original award. The parties shall carry out the re-arbitral award.

“Guidelines for the Optional Appellate Arbitration Procedure of the Shenzhen Court of International Arbitration”.

Article 52 Partial Award

Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may render a partial award on any part of the claim before rendering the arbitral award in accordance with Article 51. A partial award is final and binding upon the parties.

Article 53 Scrutiny of the Draft Award

The arbitral tribunal shall submit its draft award to the SCIA for scrutiny before signing. The SCIA may suggest modifications on the form of the draft award and may also draw the attention of the arbitral tribunal to substantive issues without affecting its independence.

Article 54 Correction of the Award and Additional Award

1. Within thirty (30) days after 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 arbitral 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 claim which was advanced in the

in accordance with the terms of a settlement agreement between the parties. The arbitral tribunal has the power to determine the specific time period for the parties to carry out the arbitral award and the liabilities for failure to do so within the specified time period.

4. Where a case is arbitrated by an arbitral tribunal formed of three arbitrators, the arbitral award shall be rendered by all three arbitrators or a majority of the arbitrators. A written dissenting opinion shall be kept with the file and may be notified to the parties together with the arbitral award. Such dissenting opinion shall not form a part of the arbitral award. Where the arbitral tribunal cannot reach a majority opinion, the arbitral award shall be rendered in accordance with the presiding arbitrator's opinion. The written opinions of the other arbitrators shall be kept with the file and may be notified to the parties together with the award. Such written opinions shall not form a part of the award.
5. The arbitral award shall be signed by arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the arbitral award.
6. The date on which the arbitral award is rendered shall be the date on which the arbitral award comes into legal effect.
7. The seal of the SCIA shall be affixed to the arbitral award.
8. The arbitral award is final and binding upon the parties, except for cases in which the parties agree to apply the Optional Appellate Arbitration Procedure. The effectiveness of such arbitral award shall be determined according to article 68 of the Rules and the

5. The following periods shall be excluded when calculating the time-limit in the preceding paragraphs:
 - (a) Period of appointing experts for, inter alia, appraisal, audit, evaluation, testing, consultancy pursuant to Article 45;
 - (b) Any period of settlement, mediation and negotiation facilitation pursuant to Article 48 and Article 49; and
 - (c) Any suspension period pursuant to relevant provisions of law and the Rules.

Article 51 Rendering of Arbitral Award

1. The arbitral tribunal shall independently and impartially render an arbitral award in a fair and reasonable manner, based on the facts and in accordance with the applicable laws and the universally acknowledged legal principles, and with reference to commercial practices.
2. Where the parties have agreed on the law as it applies to the merits of their dispute, the parties' agreement shall prevail. In the absence of such an agreement or where such agreement is in conflict with a mandatory provision of the law of the place of arbitration, the arbitral tribunal shall determine which law is applicable.
3. The arbitral tribunal shall state in the arbitral award the claims, the facts of the dispute, the reasons on which the arbitral award is based, the decision on the claims, the allocation of the arbitration costs, the date of the arbitral award, and the place of the arbitration. The facts of the dispute and the reasons on which the arbitral award is based may not be stated in the arbitral award if the parties have so agreed, or if the arbitral award is rendered

interest, and other relevant circumstances. If the arbitral tribunal has reasonable doubts on the legitimacy and authenticity of the settlement agreement, or believes that rendering an arbitral award or a mediation statement in accordance with such settlement agreement may be prejudicial to the interest of third persons to the case or the public interest, it shall reject the application to render an arbitral award or a mediation statement in accordance with the terms of the settlement agreement.

CHAPTER VIII ARBITRAL AWARD

Article 50 Time-limit for the Award

1. For cases under Article 2, Paragraph 1(a) and (b), 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 under Article 2, Paragraph 1(c), the arbitral tribunal shall render an arbitral award within four (4) months from the date on which the arbitral tribunal is formed.
3. For cases under Article 2, Paragraph 1 that may apply the Expedited Procedure under Chapter IX, the arbitral tribunal shall render an arbitral award within two (2) months from the date on which the arbitral tribunal is formed.
4. Where there are special circumstances or adequate reasons justifying an extension of the duration of the arbitration, the SCIA may approve an appropriate extension upon the request of the arbitral tribunal.

any statement, view, opinion, proposal or proposition, by either party or by the arbitral tribunal in mediation, cannot be invoked by either party as grounds for supporting any claims, defences or counterclaims in the subsequent arbitration proceedings, judicial proceedings, or any other proceedings.

Article 49 Settlement, Mediation and Negotiation Facilitation

1. The parties may reach a settlement agreement by themselves, or apply to the SCIA Mediation Centre, or other mediation institutions recognised by the SCIA for mediation, or may apply for negotiation to the SCIA Negotiation Facilitation Centre.
2. Where a settlement agreement is reached in accordance with Paragraph 1, the parties may apply to the arbitral tribunal for rendering an arbitral award or a mediation statement in accordance with the terms of the settlement agreement or apply to withdraw the arbitration case. In the event the parties have not requested for arbitration or the arbitral tribunal has not yet been formed, and the parties apply for rendering an arbitral award or a mediation statement in accordance with the settlement agreement, unless otherwise agreed by the parties, the President of the SCIA shall appoint a sole arbitrator to form the arbitral tribunal to conduct the arbitration in appropriate procedures and render an arbitral award or a mediation statement in due course. The specific procedures and time-limit shall not be subject to other provisions of the Rules.
3. The SCIA or the arbitral tribunal shall have the power to request the parties to make statements to ensure the legitimacy and authenticity of the settlement agreement, and to promise not to harm the interest of third persons to the case or the public

CHAPTER VII MEDIATION AND SETTLEMENT

Article 48 Mediation by the Arbitral Tribunal

1. Where the parties wish to mediate, the arbitral tribunal may conduct mediation during the arbitration proceedings. If the parties agree that the arbitrator(s) conduct the mediation, the arbitrator(s) who have conducted the mediation can continue to serve on the arbitral tribunal in the subsequent arbitration proceedings, unless otherwise agreed by the parties or provided by the applicable laws.
2. The arbitral tribunal may mediate in a manner it considers appropriate. With the consent of each party, the mediation may be conducted by all or some members of the arbitral tribunal.
3. Where either party requests for the joinder of an additional party in the mediation proceedings and the other parties and the said additional party so agree, the arbitral tribunal may notify the said additional party to join the mediation.
4. During the mediation, the arbitral tribunal shall terminate the mediation if either party so requests or if the arbitral tribunal deems that further mediation would be futile.
5. Where mediation reaches a settlement, the parties may withdraw their claims or counterclaims, or may request the arbitral tribunal to render an arbitral award or a mediation statement in accordance with the terms of the settlement agreement.
6. Where mediation fails, acceptance or opposition, expressed in

2. The arbitration proceedings shall resume as soon as the reason for the suspension no longer exists.

Article 47 Withdrawal and Dismissal

1. A party may withdraw its claims or counterclaims in its entirety. In the event that the Claimant withdraws its claims in its entirety, the arbitral tribunal shall proceed with its examination of the counterclaims and render an arbitral award thereon. In the event that the Respondent withdraws its counterclaims in its entirety, the arbitral tribunal shall proceed with the examination of the claims and render an arbitral award thereon.
2. A case shall be dismissed by the arbitral tribunal if the claims and counterclaims have been withdrawn in their entirety. Where a case is to be dismissed prior to the formation of the arbitral tribunal, the SCIA shall make a decision on the dismissal. The SCIA or the arbitral tribunal shall have the power to determine that the relevant arbitration fees and costs be borne by the party that withdraws the claims or counterclaims, unless otherwise agreed by the parties where the agreement of the parties shall prevail.
3. Where a party requests to withdraw its claims or counterclaims in its entirety after the oral hearings, the arbitral tribunal may give the other party a reasonable opportunity to express its opinions. Should the other party make a reasonable objection, and the arbitral tribunal considers that there is a justified reason to resolve the dispute through rendering the arbitral award, the arbitral tribunal shall have the power to continue the arbitration proceedings.

Article 45 Expert Report

1. Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may appoint experts for, inter alia, appraisal, audit, evaluation, testing or consultancy to produce expert report.
2. The arbitral tribunal may notify the parties to jointly nominate an expert within a time period specified by the arbitral tribunal. If the parties fail to do so, the expert shall be appointed by the arbitral tribunal.
3. The parties shall pay advance deposits for the expert costs in accordance with the proportion agreed by them or decided by the arbitral tribunal. The arbitral tribunal may decide not to conduct the arbitral proceeding provided in Paragraph 1 if the parties do not deposit in advance.
4. Copies of the expert report shall be forwarded to the parties for their comments. The arbitral tribunal may notify the expert to participate at an oral hearing to explain the expert report if the arbitral tribunal considers it necessary, or if a party so requests.

Article 46 Suspension of the Arbitration Proceedings

1. Where 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 arbitration proceedings may be suspended by the arbitral tribunal. Where the arbitral tribunal has not yet been formed, such decision shall be made by the SCIA.

produced at the hearing and may be examined by the parties.

2. 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 documents or the evidentiary materials within the time period specified by the arbitral tribunal.
3. Evidence that the parties have jointly recognised or have no objection to shall be considered as examined evidence.
4. A party who provides forged evidence shall bear the consequences accordingly, and the arbitral tribunal shall have the power to reject the claims or counterclaims submitted by the party so concerned.

Article 44 Investigation by the Arbitral Tribunal

1. Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may undertake investigations and collect evidence on its own initiative.
2. When investigating and collecting evidence at site, the arbitral tribunal shall notify the parties to be present in a timely fashion when it thinks necessary. In the event that the parties fail to be present after being notified, the investigation and collection of evidence shall proceed without being affected.
3. Information investigated or evidence collected by the arbitral tribunal shall be forwarded to the parties for their comments.

the specified time period. The arbitral tribunal shall have the power to refuse to admit any evidence produced after that time period.

2. Each party shall bear the burden of proving the facts upon which its claims, defences or counterclaims are based. The arbitral tribunal shall have the power to assign the burden of proof between the parties.
3. If a party bearing the burden of proof fails to produce evidence within the specified time period, or if the produced evidence is not sufficient to support its claims, defences or counterclaims, it shall bear the consequences thereof.
4. Where a party applies to produce witness in the oral hearings, it shall notify in its application to the arbitral tribunal the identity information of the witness, the witness statement and language to be used by the witness.
5. As to the law and other professional issues, the parties may engage an expert witness on such relevant issues to provide written submissions and/or testify in the oral hearings.
6. Where the parties have an agreement specifying the applicable evidence rules, their agreement shall prevail, unless the agreement cannot be implemented or is in conflict with a mandatory provision of the law as it applies to the arbitration proceedings.

Article 43 Examination of Evidence

1. Unless otherwise agreed by the parties, the evidence shall be

Article 40 Declaration at the Hearing

At the oral hearing, the arbitral tribunal shall read out a declaration of independence and impartiality; the parties and their representatives, witnesses, appraisers, and other related parties may read out a declaration of good faith and bona fide cooperation.

Article 41 Record of Hearing

1. The arbitral tribunal shall make a written record of the oral hearings, and may make an audio or video record of the oral hearings. The parties may request and obtain a copy of such written record.
2. Arbitrators, parties and/or their representatives, witnesses and/ or other persons involved are required to sign the written record. If the parties or other participants to the arbitration consider that the record has omitted a part of their statements or is incorrect in some respect, they may request for correction thereof. Such request shall be recorded if the arbitral tribunal does not grant 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, the SCIA may appoint one or more stenographers for the arbitral tribunal or use other means to record the oral hearing.

Article 42 Evidence

1. The arbitral tribunal may specify a time period for the parties to produce evidence and the parties shall produce evidence within

Article 38 Place of Hearing

1. Unless otherwise agreed by the parties, the place of oral hearings shall be the domicile of the SCIA, or if the arbitral tribunal considers it necessary and with the approval of the SCIA, at another location.
2. Where the parties have agreed to hold an oral hearing at a place other than the domicile of the SCIA, the additional costs so generated shall be borne by the parties. The parties shall deposit in advance for such additional costs in accordance with the proportion agreed by them or decided upon by the SCIA. If such deposit is not made, the hearing shall be held at the domicile of the SCIA.

Article 39 Default

1. If the Claimant fails to appear at an oral hearing without valid excuses, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the Claimant shall be deemed to have withdrawn its Request for Arbitration. In such a case, if the Respondent has filed a counterclaim, the arbitral tribunal shall proceed with the hearing of the counterclaim.
2. If the Respondent fails to appear at an oral hearing without valid excuses, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal shall make a default hearing, and proceed with the arbitration. In such a case, if the Respondent has filed a counterclaim, the Respondent shall be deemed to have withdrawn its counterclaim.

5. Where the parties agree to conduct the arbitration on the basis of documents only, their agreement shall prevail; except where the arbitral tribunal deems that oral hearings are necessary, in which case it may hold oral hearings.
6. The parties may agree to adopt inquisitorial, adversarial or other approaches in the oral hearings.

Article 37 Notice of Hearing

1. Where an arbitration is to be conducted by way of an oral hearing, the parties shall be notified of the date of the first oral hearing at least ten (10) days prior to the oral hearing. A party having justified reasons may request a postponement of the oral hearing. However, such request must be communicated in writing to the arbitral tribunal at least five (5) days prior to the fixed oral hearing date. The arbitral tribunal shall decide whether or not to postpone the oral hearing.
2. Where a party has justified reasons for failure to submit a request for a postponement of the oral hearing within the time period specified in the preceding Paragraph 1, the arbitral tribunal shall decide whether or not 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 earlier than the scheduled time.

CHAPTER VI HEARINGS

Article 36 Conduct of Hearing Proceedings

1. Unless otherwise agreed by the parties, the arbitral tribunal shall have the power to decide procedural matters, and conduct the arbitration in such a manner as it considers appropriate. Under all circumstances, the arbitral tribunal shall act independently and impartially, treat the parties fairly and equitably, and shall afford reasonable opportunities to all parties to make submissions and arguments.
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. The arbitral tribunal may, if it considers it necessary, issue procedural orders or question lists, hold pre-hearing conferences, produce terms of reference, require pre-hearing exchange of evidence or discovery of relevant documents by the parties, request submission of agreed list of issues by the parties, and exercise the power of interpretation to the extent permissible under the governing law.
4. Unless otherwise stipulated by the Rules, the arbitral tribunal shall hold oral hearings. However, the arbitral tribunal may conduct the arbitration only on the basis of documents if the arbitral tribunal deems that oral hearings are unnecessary and the parties so agree.

with the requirements of the Rules, the President of the SCIA shall have the power to replace the arbitrator and the parties and all the members of the arbitral tribunal shall be given opportunity to opine in writing.

3. If the arbitrator to be replaced was appointed by a party, the party shall appoint a substitute arbitrator in the same manner as that of appointing the original arbitrator within five (5) days from the date of the receipt of the notice of replacement; if the party fails to appoint a substitute arbitrator within the prescribed time-limit or if the arbitrator to be replaced was appointed by the President of the SCIA, the substitute arbitrator shall be appointed by the President of the SCIA.
4. Unless otherwise agreed by the parties, following the replacement of any arbitrator, the arbitral tribunal shall determine whether all or part of the arbitration proceedings having been conducted shall be restarted. If the arbitral tribunal decides to restart all the proceedings, the time-limit for the arbitral award under the Article 50 of the Rules shall be recalculated to start from the date when the arbitral tribunal decides to restart all the proceedings.

Article 35 Continuation of Arbitration by Majority Arbitrators

After the conclusion of the last oral hearing, if an arbitrator of a three-member tribunal is unable to participate in the arbitration proceedings due to certain reasons, the President of the SCIA may replace that arbitrator pursuant to Article 34 of the Rules. Upon the approval of the parties and the President of the SCIA, the other two arbitrators may also continue the arbitration proceedings and render decisions or arbitral awards.

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, such arbitrator shall no longer be a member of the arbitral tribunal. However, in neither case shall it be implied that the reasons for the challenge are sustained.
5. In circumstances other than those specified in Paragraph 4 of this Article, the President of the SCIA shall make a final decision on the challenge. An arbitrator who has been challenged shall continue to serve on the arbitral tribunal until a final decision on the challenge has been made by the President of the SCIA.
6. A party who, after receiving the notice on the formation of the arbitral tribunal, engages its representative who may give rise to grounds for the challenge of any arbitrator, shall 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 resultant delay in the arbitration proceedings under these circumstances shall be borne by the party responsible for giving rise to the grounds for challenge.

Article 34 Replacement of Arbitrators

1. An arbitrator shall be replaced if he/she becomes unable to fulfil his/her functions due to, inter alia, being challenged or voluntary withdrawal from his/her office or other specific reasons.
2. Where an arbitrator is prevented de jure or de facto from fulfilling his/her functions, or fails to fulfil his/her functions in accordance

Article 32 Disclosure by Arbitrators

1. Upon being appointed, each arbitrator shall sign a Declaration to undertake to conduct arbitration independently and impartially.
2. The arbitrator shall disclose in the Declaration any circumstances he/she is aware of that are likely to give rise to reasonable doubts as to his/her impartiality or independence.
3. Where any circumstance occurs during the arbitration proceedings after the Declaration is signed which is necessary to be disclosed, the arbitrator shall disclose in writing immediately after such circumstance takes place.

Article 33 Challenge of Arbitrators

1. A party wishing to challenge the arbitrator on the grounds of the information disclosed by the arbitrator shall forward 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 may not subsequently challenge the arbitrator on the grounds of the information disclosed by the arbitrator.
2. A party which has justifiable doubts as to the impartiality or independence of an arbitrator may challenge that arbitrator in writing and shall state the reasons on which the challenge is based and provide supporting evidence.
3. The challenge by one party shall be promptly communicated to the other party and all the members of the arbitral tribunal.

presiding arbitrator jointly appointed by the parties.

5. At the request of or with the consent of the parties, the President of the SCIA may recommend a list of more than three (3) candidates for the presiding arbitrator, from which each of the parties may choose one as its preferred presiding arbitrator within five (5) days of receipt of the list. Where a candidate is chosen by both parties, such candidate shall be deemed to have been jointly appointed by both parties as presiding arbitrator. If more than one candidate are chosen by both parties, the President of SCIA shall decide one of them as the presiding arbitrator, who shall be deemed to have been jointly appointed by the parties. If the candidate chosen by the respective parties is not the same person, the President shall appoint an arbitrator other than those recommended candidates to be the presiding arbitrator.

6. At the request of or with the consent of the parties, the President of the SCIA may recommend a list of more than three (3) candidates for the presiding arbitrator from which each of the parties may remove one or several of the given choices within five (5) days of receipt of the list. The presiding arbitrator shall be determined by the President of the SCIA from the remaining candidates; Where all candidates are excluded, the presiding arbitrator shall be appointed by the President of the SCIA outside the list of the candidates.

Article 31 Sole Arbitrator

Where the arbitral tribunal is composed of a sole arbitrator, the sole arbitrator shall be appointed pursuant to the procedures stipulated in Article 30, Paragraph 2, 4, 5 or 6 of the Rules.

President of the SCIA.

2. Unless otherwise agreed by the parties, within fifteen (15) days from the date of the Respondent's receipt of the Notice of Arbitration, the parties shall jointly appoint or jointly entrust the President of the SCIA to appoint the presiding arbitrator, failing which, the presiding arbitrator shall be appointed by the President of the SCIA. Where any party expressly waives in writing the right to jointly appoint or jointly entrust the President to appoint the presiding arbitrator, the presiding arbitrator shall be appointed by the President of the SCIA, not subject to the above time-limit.
3. In the alternative, the parties may agree, and the President of the SCIA may also decide that the presiding arbitrator shall be appointed jointly by the two appointed arbitrators under Paragraph 1 of this Article. Unless otherwise agreed by the parties, where the two appointed arbitrators fail to appoint the presiding arbitrator within ten (10) days from the date of the appointment of the second arbitrator, the presiding arbitrator shall be appointed by the President of the SCIA.
4. At the request of or with the consent of the parties, the President of the SCIA may recommend a list of more than three (3) candidates for the presiding arbitrator for each of the parties to rank in the order of their respective preference within five (5) days of receipt of the list. Out of the recommended candidates, a candidate placed in the highest ranking in the lists of both parties shall be deemed to be jointly appointed by both parties as the presiding arbitrator. If there is more than one candidate being placed in the highest ranking, the President of the SCIA shall choose one of them as the

Rules or the SCIA Rules of Maritime and Logistics Arbitration, the parties may either appoint arbitrator(s) from the Panel of Arbitrators or nominate arbitrator candidate(s) outside the Panel of Arbitrators. The candidate(s) so nominated may serve as arbitrator(s) after being confirmed by the SCIA.

Article 29 Number of Arbitrators and Composition of Arbitral Tribunal

1. The parties may reach an agreement on the number of arbitrators, which may be one (1) or three (3) persons.
2. Unless otherwise agreed by the parties or provided by the Rules, an arbitral tribunal shall be composed of three arbitrators.
3. Parties may agree on the means of appointing arbitrators, unless such agreement cannot be implemented or is in conflict with a mandatory provision of the law applicable to arbitration proceedings.

Article 30 Arbitral Tribunal of Three Arbitrators

1. Unless otherwise agreed by the parties, within fifteen (15) days from the date of receipt of the Notice of Arbitration, the Claimant and the Respondent shall each appoint, or entrust the President of the SCIA to appoint, an arbitrator, failing which, the arbitrator shall be appointed by the President of the SCIA. Where there are two or more Claimants and/or Respondents in an arbitration, the Claimant side and/or the Respondent side shall each jointly appoint or jointly entrust the President of the SCIA to appoint one arbitrator, failing which, the arbitrator shall be appointed by the

the arbitrator considers appropriate, and ensure that each party shall have a reasonable opportunity to be heard.

7. The emergency arbitrator shall make the decisions with the grounds within fourteen (14) days from the date of appointment. The parties shall comply with such decisions made by the emergency arbitrator.
8. A party wishing to object to the decisions made by the emergency arbitrator may apply to the arbitrator for modification, suspension, or revocation of such decisions within three (3) days upon the receipt of such decisions. Whether to grant such application shall be decided by the arbitrator.
9. The arbitral tribunal, after being formed, may modify, suspend, or revoke the decisions made by the emergency arbitrator.

CHAPTER V ARBITRAL TRIBUNAL

Article 27 Independence and Impartiality

Every arbitrator shall be and remain impartial and independent of the parties involved in the arbitration.

Article 28 Application of the Panel of Arbitrators

1. The parties shall appoint arbitrators from the Panel of Arbitrators of Shenzhen Court of International Arbitration (hereinafter, the “Panel of Arbitrators”).
2. Where an arbitration is governed by the UNCITRAL Arbitration

- (a) the names and addresses, telephone and facsimile numbers, electronic mail addresses and other contact details of the relevant parties and their representative(s);
 - (b) the interim measure(s) being sought and the grounds of the application; and
 - (c) opinions on the place, language, and applicable laws on the emergency arbitration proceedings.
3. If the SCIA determines that the emergency arbitration proceedings shall be commenced, the SCIA shall appoint an emergency arbitrator within two (2) days after receipt of both the application and the payment of fees required for the emergency arbitrator, and notify all the parties of such appointment. The SCIA shall forward the application documents and its attachments submitted by the applicant to the other party simultaneously.
4. The provisions of Articles 32-33 shall apply mutatis mutandis to the disclosure by and challenge to an emergency arbitrator. A party wishing to challenge the arbitrator on the basis of the matters disclosed by the arbitrator shall submit the challenge in writing within two (2) days after the written disclosure by the arbitrator is received. If a party fails to submit a challenge within the above time-limit, the party shall not subsequently challenge the arbitrator on the grounds of the matters disclosed by the arbitrator.
5. Unless otherwise agreed by the parties, the emergency arbitrator shall not act as an arbitrator for any such arbitration relating to the application of such interim measure(s).
6. The emergency arbitrator shall have the power to review the interim measure(s) applied for by any party in such a manner as

immediate preservation, or if the other party's acts or some other circumstances may render the arbitral award impossible or difficult to be enforced.

2. A party may apply for preservation of evidence before the commencement of or during the arbitration proceedings, where it is likely that the evidence may be destroyed, lost, or become difficult to obtain later on.
3. If the place of arbitration is in Chinese Mainland, the party that applies for preservation before the commencement of the arbitration proceedings may directly submit the application to a competent court; if a party applies for preservation during the arbitration proceedings, the SCIA shall forward the application for preservation to a competent court. If the place of arbitration is in other countries or regions, the party that applies for preservation shall, according to the applicable laws, submit the application to a competent court or an arbitral tribunal for determination.

Article 26 Emergency Arbitrator

1. Where it is permissible under the applicable laws to the arbitration proceedings, a party who needs to apply for interim measure(s) due to any emergency may, during the time period between the commencement of the arbitration proceedings and the formation of the arbitral tribunal, submit a written application to the SCIA for the appointment of an emergency arbitrator. The decision on whether to grant such application for appointment shall be made by the SCIA.
2. The written application shall include:

2. If a party requests for a set-off of any claim and such request requires the arbitral tribunal to consider additional matters, the request for set-off shall be regarded as an independent claim in terms of calculating the amount of arbitration fees and costs.

Article 23 Submission of Documents

Unless otherwise agreed by the parties, the SCIA or the arbitral tribunal may require the parties to submit the Request for Arbitration, the Statement of Defence, the Statement of Counterclaim, the evidentiary documents, and other written documents through electronic means and/or as a hard copy.

Article 24 Representatives

A party may be represented by its authorised representative(s) including but not limited to the counsel from the Chinese Mainland or from jurisdictions outside the Chinese Mainland, in handling matters relating to the arbitration. In such a case, a Power of Attorney specifying the matters and scope of authorization shall be submitted to the SCIA.

CHAPTER IV INTERIM MEASURES

Article 25 Preservation

1. A party may apply for preservation of property or to require the other party to perform or to refrain from performing a specific act before the commencement of or during the arbitration proceedings if, due to emergency, the legitimate interests of the party applying for preservation may suffer irreparable damages without an

3. Where the SCIA has agreed to grant a joinder prior to the formation of the arbitral tribunal, the parties shall appoint arbitrators to form the arbitral tribunal in accordance with the provisions of Articles 28-31 of the Rules, with the time-limit stipulated therein be calculated from the date when the decision to grant the joinder is served. Where the SCIA has agreed to grant a joinder after the formation of the arbitral tribunal, the arbitral tribunal shall continue to hear the case. Any party that fails to participate in the formation of an arbitral tribunal shall be deemed to have waived such right, without prejudice to its right to challenge the arbitrators under Article 33 of the Rules.

Article 21 Claim between Multiple Parties

1. Where there are two or more Claimants or Respondents in a single arbitration, or an additional party is joined in the arbitration proceedings, any party can raise claims against any other party under the same arbitration agreement. The decision to accept such claims shall be made by the SCIA before an arbitral tribunal is formed, or by the arbitral tribunal after it is formed.
2. The provisions of Articles 11-16 shall apply mutatis mutandis to the submission and acceptance of, defence(s) to, and amendments of claims raised under this Article.

Article 22 Advance Payment of Arbitration Fees and Costs

1. A party making claims, counterclaims, or amendments to claims or counterclaims shall pay the arbitration fees and costs in advance within the required time-limit in accordance with the notice of the SCIA.

arbitration that commenced first.

3. Following the consolidation of arbitrations, decisions on procedural matters shall be made by the SCIA before an arbitral tribunal is formed or by the arbitral tribunal after it is formed.
4. Where the arbitrations are consolidated, the arbitral tribunal shall have the discretion to either render a joint arbitral award on disputes between the parties, or render several arbitral awards separately.

Article 19 Concurrent Hearings

Where two or more arbitration cases involve the same or similar or related legal or factual issues and the arbitral tribunal is composed of the same arbitrators, the hearings may be held concurrently with the consent of the parties.

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 arbitral tribunal or, if it is not yet formed, by the SCIA.
2. Subject to the unanimous consent of the parties and the additional party, the additional party may apply in writing to join the arbitration proceedings. The decision on whether to accept such application shall be made by the arbitral tribunal or, if it is not yet formed, by the SCIA.

not be appropriate for such amendments.

3. Amendments to the claim or the counterclaim shall not affect the conduct of the arbitration proceedings.
4. The provisions of Articles 11-14 of the Rules shall apply mutatis mutandis to the submission of, acceptance of, and defence to the amendments to the claim or counterclaim.

Article 17 Single Arbitration on Multiple Contracts

1. Claims arising from more than one contract, a principal contract and its subordinate contract(s), or a contract and its related contract(s) between the parties may be jointly made in a single arbitration, if it is agreed under all arbitration agreements of the such contracts to refer disputes to arbitration by the SCIA and the relevant disputes arise from the same transaction or a series of transactions.
2. Where an objection is raised by the Respondent, the decision shall be made by the SCIA or the arbitral tribunal authorised by the SCIA.

Article 18 Consolidation of Arbitrations

1. With the written consent by all parties, the SCIA may consolidate two or more pending arbitrations into a single arbitration to be decided by one arbitral tribunal.
2. Unless otherwise agreed by all the parties or otherwise determined by the SCIA, the arbitrations shall be consolidated into the

continuation of the arbitration proceedings.

Article 15 Counterclaim

1. The Respondent shall submit a counterclaim, if any, in writing within thirty (30) days from the date of receipt of the Notice of Arbitration. If the Respondent fails to submit a counterclaim within the above period, the decision on whether to accept the counterclaim shall be made by the SCIA before the formation of the arbitral tribunal or by the arbitral tribunal after it is formed.
2. The provisions of Articles 11-12 of the Rules shall apply mutatis mutandis to the submission and acceptance of a counterclaim.
3. The SCIA shall send a Notice of Acceptance of Counterclaim to the parties if it finds the required formalities for the counterclaim submitted by the Respondent complete.
4. The provision of Article 14 of the Rules shall apply mutatis mutandis to the defence of counterclaim by the Claimant.

Article 16 Amendments to the Claim or Counterclaim

1. Any party may apply in writing to amend its claim or counterclaim.
2. The decision to grant the application for such amendments shall be made by the SCIA before the formation of the arbitral tribunal or by the arbitral tribunal after it is formed. The SCIA or the arbitral tribunal has the power to reject such amendments if it considers that the amendments will delay the arbitration proceedings, be unfair to the other party or result in other circumstances that may

each of the Rules and the SCIA's Panel of Arbitrators; the Request for Arbitration and its attachments submitted by the Claimant shall be forwarded to the Respondent simultaneously.

Article 14 Statement of Defence

1. The Respondent shall submit the Statement of Defence in writing within thirty (30) days from the date of receipt of the Notice of Arbitration.
2. The Statement of Defence shall include:
 - (a) the names and addresses, telephone and facsimile numbers, electronic mail addresses and other contact details of the Respondent and its representative(s);
 - (b) the defence, setting forth the facts and grounds on which the defence is based; and
 - (c) the signature and/or the seal affixed by the Respondent or its authorised representative(s).
3. Evidentiary materials in support of the defence and for the identification of the Respondent shall also be attached to the Statement of Defence.
4. Where the Respondent applies for an extension of time, if the arbitral tribunal deems any justified reasons exist, the arbitral tribunal may decide to grant an extension. Where the arbitral tribunal has not yet been formed, the decision on whether to grant the extension of the time period shall be made by the SCIA.
5. Failure by the Respondent to file a Statement of Defence or one that complies with the provisions of the Rules shall not affect the

- (a) the names and addresses, telephone and facsimile numbers, electronic mail addresses and other contact details of the parties and of their representative(s);
 - (b) a reference to the arbitration agreement that is relied upon;
 - (c) the statement of claim;
 - (d) the facts and grounds on which the claim is based; and
 - (e) the signature and/or the seal affixed by the Claimant or its authorised representative(s).
3. Evidentiary materials in support of the claim and for the identification of the Claimant shall also be attached to the Request for Arbitration.
4. The arbitration proceedings shall commence on the day on which the SCIA receives the Request for Arbitration.

Article 12 Acceptance of a Case

After the Claimant submits a Request for Arbitration and its attachments, and makes advance payment of arbitration fees under Article 22 of the Rules, the SCIA shall accept the case if it finds the required formalities complete. Otherwise, the SCIA may request the Claimant to complete them within a specified time period. If the formalities remain incomplete upon the expiry of the specified time period, it shall be deemed that no request for arbitration has been made.

Article 13 Notice of Arbitration

After the SCIA accepts the Request for Arbitration, the SCIA shall send a Notice of Arbitration to the parties together with one copy of

first oral hearing. Where a case is to be decided on the basis of documents only, such objection shall be raised in writing before the expiry of the time-limit for the submission of the first defence or within ten (10) days from the date of receipt of the notice for a document-based hearing. If a party fails to raise such objection, it shall be deemed to have agreed to the jurisdiction of the SCIA.

3. The SCIA or the arbitral tribunal authorised by the SCIA, shall have the power to decide on the jurisdiction. The arbitral tribunal may make its decision on jurisdiction either during the arbitration proceedings or in the arbitral award.
4. The arbitration shall proceed notwithstanding an objection to jurisdiction.
5. The SCIA or its authorised arbitral tribunal shall decide to dismiss the case upon finding that the SCIA has no jurisdiction. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the SCIA. 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 ARBITRATION PROCEEDINGS

Article 11 Request for Arbitration

1. A party applying for arbitration shall submit a Request for Arbitration.
2. The Request for Arbitration shall include:

4. It shall be deemed that there is an arbitration agreement in writing:
 - (a) where its existence is asserted by one party and not denied by the other during the exchange of the Request for Arbitration and the Statement of Defence;
 - (b) where one party submits the dispute to the SCIA for arbitration and the other party expresses its agreement on arbitration in writing;
 - (c) where one party undertakes in writing to submit the dispute to the SCIA for arbitration and the other party submits the dispute to the SCIA for arbitration; or
 - (d) where the parties sign the record of oral hearings or other documents jointly during the arbitration proceedings, stating their agreement to arbitrate in the SCIA.

Article 9 Independence of Arbitration Agreements

An arbitration clause contained in a contract or an arbitration agreement attached to a contract shall be treated as independent and separate from all other clauses of the contract. The validity of an arbitration agreement shall not be affected by the non-existence, ineffectiveness, invalidity, expiry, rescission, modification, cancellation, suspension, termination, transfer, or impossibility of performance of the underlying contract.

Article 10 Objection to Jurisdiction and Decision on Jurisdiction

1. A party may raise its objection to jurisdiction over an arbitral case to the SCIA on grounds such as the nonexistence or invalidity of an arbitration agreement.
2. An objection to jurisdiction shall be raised in writing before the

arbitration in bona fide and cooperative manner.

2. Where one party or its representative breaches the Rules, the agreements between the parties or the decisions of the arbitral tribunal such that the scheduled procedures are delayed or additional costs are incurred, the arbitral tribunal shall have the power to determine that such party shall bear the consequences therefrom.
3. All the parties and their representatives shall ensure the authenticity of their statements, submissions and documents, otherwise such party shall bear the consequences therefrom.

CHAPTER II ARBITRATION AGREEMENT AND JURISDICTION

Article 8 Arbitration Agreements

1. An arbitration agreement means an arbitration clause in a contract or any other form of written agreement concluded between the parties providing for arbitration.
2. An arbitration agreement may be concluded between the parties either before or after the occurrence of the dispute.
3. An arbitration agreement shall be in writing, which includes but not limited to, a memorandum of contract, letter or electronic message (including telex, facsimile, electronic mail and electronic data interchange), etc. which is capable of expressing its contents in a tangible form.

- of residence, address indicated on household registration or on the identification card, address confirmed with the SCIA orally or in writing, any effective address for external use, address provided under the parties' agreements or any other mailing address the SCIA considers appropriate;
- (b) 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; or
 - (c) the subsequent arbitral documents, notices or materials are delivered to the original service address of the addressee if a party or its representative changes its address after having received the arbitral documents, notices or materials sent by the SCIA yet did not notify the SCIA of such change.
4. The time of delivery shall be the earliest time the document, notice or material reaches the addressee by any of the foregoing means of delivery.
5. Unless otherwise agreed by the parties, the SCIA or the arbitral tribunal may permit a party to directly send arbitral documents and evidentiary materials to the other party at the same time as the submission thereof to the SCIA or the arbitral tribunal, or to send them directly to the online arbitration platform of the SCIA, and then submit the record of delivery to the SCIA. The time of delivery will be determined by the SCIA or the arbitral tribunal according to the record of delivery.

Article 7 Bona Fide Cooperation

1. All the parties and their representatives shall proceed with the

in multiple languages as 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 SCIA to provide an interpreter(s).
5. The arbitral tribunal or the SCIA may, if it considers it necessary, require the parties to submit a corresponding translation or an abstract of the translation of their documents and evidentiary materials in the language(s) of the arbitration.
6. The arbitral award shall be made in the language(s) determined under the Paragraph 1, 2 or 3 of this Article.

Article 6 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 proceedings may be delivered in person or sent by mail, facsimile, electronic mail, or any other means of electronic data interchange that can provide a record of delivery, or by any other means the SCIA considers appropriate.
3. Any arbitral document, notice or material sent by the SCIA to a party or its representative shall be deemed to have been properly delivered if:
 - (a) delivered to the place of business, place of registration, place

Article 4 Place of Arbitration

1. Where the parties have agreed on the place of arbitration, the parties' agreement shall prevail.
2. Where the parties have not agreed on the place of arbitration, the place of arbitration shall be the domicile of the SCIA. The SCIA may also determine the place of arbitration to be a location other than the domicile of the SCIA in regard of the circumstances of the case.
3. The arbitral award shall be deemed to be made at the place of arbitration.

Article 5 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 SCIA shall determine the initial language to be used in the arbitration proceedings, due regard being given to such relevant factors as the language of the contract involved. After the formation of the arbitral tribunal, the final language to be used in the arbitration proceedings shall be determined by the arbitral tribunal.
3. Where the parties have agreed to use more than one language, the arbitral tribunal may, upon obtaining consent from the parties, determine to adopt one language. If the parties fail to reach an agreement thereon, the arbitral proceedings may be conducted

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 SCIA shall perform the relevant functions of the administrative authority under those arbitration rules.

4. Where the parties agree that dispute referred to under Article 2, Paragraph 1(a) or (b) of the Rules be governed by the “Arbitration Rules of the United Nations Commission on International Trade Law” (hereinafter, the “UNCITRAL Arbitration Rules”), the SCIA shall administrate the case in accordance with the UNCITRAL Arbitration Rules and the “SCIA Guidelines for the Administration of Arbitration under the ‘UNCITRAL Arbitration Rules’”.
5. Where the parties submit their dispute referred to under Article 2, Paragraph 2 of the Rules to the SCIA for arbitration, the SCIA shall administer the case in accordance with the UNCITRAL Arbitration Rules and the “SCIA Guidelines for the Administration of Arbitration under the ‘UNCITRAL Arbitration Rules’”.
6. Where there is any inconsistency between any special rules or guidelines stipulated by the SCIA 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.
7. The SCIA or an arbitral tribunal shall have the power to resolve any matter not expressly stipulated in the Rules in a manner it deems appropriate.

the arbitration case shall be accepted by SCIA.

Article 2 Jurisdiction

1. The SCIA accepts arbitration cases related to contractual disputes and other disputes over property rights and interests, including:
 - (a) international or foreign-related disputes;
 - (b) disputes related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region or Taiwan Region; and
 - (c) Chinese Mainland disputes.
2. The SCIA accepts arbitration cases related to investment disputes between states and nationals of other states.

Article 3 Scope of Application

1. Where the parties agree to submit their dispute to the SCIA for arbitration, unless otherwise agreed, the parties shall be deemed to have agreed to arbitration in accordance with the Arbitration Rules of the Shenzhen Court of International Arbitration (hereinafter “the Rules”).
2. Where the parties agree to refer their dispute to arbitration in accordance with the Rules or the special rules stipulated by the SCIA, they shall be deemed to have agreed to refer their dispute to arbitration by the SCIA.
3. 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

Shenzhen Court of International Arbitration Arbitration Rules

CHAPTER I GENERAL PROVISIONS

Article 1 Arbitration Institution

1. Shenzhen Court of International Arbitration (also known as the South China International Economic and Trade Arbitration Commission, Greater Bay Area International Arbitration Centre, or Shenzhen Arbitration Commission, formerly known as the China International Economic and Trade Arbitration Commission South China Sub-commission and the China International Economic and Trade Arbitration Commission Shenzhen Sub-commission, hereinafter the “SCIA”) is an arbitration institution established in Shenzhen, China.
2. Where all the parties to an arbitration agreement agree to submit their dispute to the SCIA for arbitration, or the name of the arbitration institution agreed by the parties is one of the former names of the SCIA, or it can be inferred that the SCIA is the arbitration institution, the parties shall submit their dispute to the SCIA for arbitration.
3. Where all the parties to an arbitration agreement agree to submit their dispute to the China (Shenzhen) Securities Arbitration Centre, the China (Shenzhen) Intellectual Property Arbitration Centre, the SCIA Maritime Arbitration Centre, or any other branches established in mainland China of SCIA for arbitration,

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Shenzhen Court of International Arbitration Arbitration Rules

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SCIA Arbitration Rules

(Adopted by the Second Council of SCIA at its seventh meeting, effective as from February 21, 2019. Amended for the first time by the Second Council of SCIA at its fourteenth meeting, such amendments shall take effect from October 1, 2020. Amended for the second time by the Second Council of SCIA at its eighteenth meeting, such amendments shall take effect from February 21, 2022. Amended for the third time by the Third Council of SCIA at its seventh meeting, such amendments shall take effect from October 1, 2024.)

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