

APPENDIX 3.6

HKIAC – HONG KONG INTERNATIONAL ARBITRATION CENTRE ADMINISTERED ARBITRATION RULES

(as from 1 September 2008)

Introduction

These Rules have been adopted by the Council of the Hong Kong International Arbitration Centre (HKIAC) for use by parties who seek the formality and convenience of an administered arbitration.

Application

These Rules may be adopted in an arbitration agreement or by an agreement in writing at any time before or after a dispute has arisen. These Rules may be adopted for use in both domestic and international arbitral proceedings. Provisions regarding the scope of application of these Rules are set out in Article 1.

Effectiveness

These Rules have been adopted to take effect from 1 September 2008, in accordance with the provisions of Article 1 of the Rules.

Section I. GENERAL RULES

Article 1 – Scope of Application

- 1.1 These Rules shall govern arbitrations where an agreement to arbitrate (whether entered into before or after a dispute has arisen) either: (a) provides for these Rules to apply; or (b) subject to Articles 1.2, 1.3 and 1.4 below, provides for arbitration “administered by the HKIAC” or words to the same effect.
- 1.2 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming the HKIAC as appointing authority, or from requesting certain administrative services from the HKIAC, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an agreement to arbitrate provides for arbitration under other rules adopted by the HKIAC from time to time.
- 1.3 These Rules supersede the HKIAC Procedures for the Administration of International Arbitration adopted with effect from 31st March 2005 (the

“Procedures”) save to the extent that the parties have agreed to adopt the Procedures in an agreement made prior to 1st September 2008. Where an agreement to arbitrate made after these Rules have come into effect provides for arbitration under the UNCITRAL Rules administered by the HKIAC, the HKIAC shall be the appointing authority and the HKIAC Secretariat shall invite the parties in such a case to agree to the application of these Rules.

- 1.4 These Rules shall come into force on 1st September 2008 and, unless the parties have agreed otherwise, shall apply to all arbitrations falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date.

Article 2 – Notices and Calculation of Periods of Time

- 2.1 Any notice or other written communication pursuant to these Rules shall be deemed to be received by a party or arbitrator or by the HKIAC if:
- (a) delivered by hand, registered post or courier service to
 - (i) the address of the addressee or its representative as notified in writing in the arbitration proceedings; or
 - (ii) in the absence of (i), to the address specified in any applicable agreement between the relevant parties; or
 - (iii) in the absence of (i) or (ii), to any address which the addressee holds out to the world at the time of such delivery; or
 - (iv) in the absence of (i), (ii) or (iii), to any last known address of the addressee; or
 - (b) transmitted by facsimile, e-mail or any other means of telecommunication that provides a record of its transmission and the time and date thereof to:
 - (i) the facsimile number or email address (or equivalent) of that person or its representative as notified in the arbitration proceedings; or
 - (ii) in the absence of (i), to the facsimile number or email address or equivalent specified in any applicable agreement between the relevant parties; or
 - (iii) in the absence of (i) and (ii), to any facsimile number or email address which the addressee holds out to the world at the time of such transmission.
- 2.2 Any such notice or written communication shall be deemed to be received on the date when it is delivered pursuant to paragraph (a) above or transmitted pursuant to paragraph (b) above. For this purpose, the date shall be determined according to the local time at the place of receipt.
- 2.3 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification,

communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the place of receipt, the period shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time shall be included in calculating the period.

- 2.4 If the circumstances so justify, the HKIAC Secretariat may extend the time limits provided for in these Rules, as well as any time limits that it has set.

Article 3 – Interpretation of Rules

- 3.1 The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. The HKIAC Council shall interpret all other provisions of these Rules.
- 3.2 References in the Rules to the “HKIAC Council” are to the Council of the HKIAC or the sub-committee or other body specially designated by it to perform the functions referred to herein.
- 3.3 References in the Rules to the “HKIAC Secretariat” are to the Secretary General of the HKIAC for the time being and other executive staff members of the Secretariat of the HKIAC.

Section II. COMMENCEMENT OF THE ARBITRATION

Article 4 – Notice of Arbitration

- 4.1 The party initiating recourse to arbitration (hereinafter called the “Claimant” or, where applicable, “Claimants”) shall submit a Notice of Arbitration to the HKIAC Secretariat at the following address, facsimile number or email address:

The HKIAC Secretariat
 Hong Kong International Arbitration Centre
 38th Floor, Two Exchange Square
 8 Connaught Place
 Hong Kong Special Administrative Region
 People’s Republic of China

Facsimile: +852 2524 2171

Email: adr@hkiac.org

- 4.2 Arbitral proceedings shall be deemed to commence on the date on which the Notice of Arbitration is received by the HKIAC Secretariat. For the avoidance of doubt, this date shall be calculated in accordance with the provisions of Articles 2.1 and 2.2.

- 4.3 The Notice of Arbitration shall, if provided by a method specified in Article 2.1(a), be submitted in as many copies as there are other parties (hereinafter called the “Respondent” or, where applicable, “Respondents”), together with an additional copy for each arbitrator and one copy for the HKIAC Secretariat. It shall include the following:
- (a) a demand that the dispute be referred to arbitration;
 - (b) the names and (in so far as known) the addresses, telephone and fax numbers, and email addresses of the parties and of their counsel;
 - (c) a copy of the arbitration agreement that is invoked;
 - (d) a reference to the contract or other legal instrument(s) out of or in relation to which the dispute arises;
 - (e) a description of the general nature of the claim and an indication of the amount involved, if any;
 - (f) the relief or remedy sought;
 - (g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon.
- 4.4 The Notice of Arbitration shall be accompanied by payment, by cheque or transfer to the account of the HKIAC, of the Registration Fee as required by the Schedule of Fees and Costs of Arbitration attached hereto in force on the date when the Notice of Arbitration is submitted.
- 4.5 The Notice of Arbitration shall be submitted in the language of the arbitration as agreed by the parties. If no agreement has been reached between the parties, the Notice of Arbitration shall be submitted in either English or Chinese.
- 4.6 The Notice of Arbitration may also include:
- (a) the Claimant’s proposals for the appointment of a sole arbitrator referred to in Article 7;
 - (b) the Claimant’s designation of an arbitrator, for the purpose of constituting a three-member arbitral tribunal referred to in Article 8;
 - (c) the Statement of Claim referred to in Article 17.
- 4.7 If the Notice of Arbitration is incomplete or if the copies or attachments are not submitted in the required number, or if the Registration Fee is not paid, the HKIAC Secretariat may request the Claimant to remedy the defect within an appropriate period of time. The HKIAC Secretariat may also request within such time limit a translation of the Notice of Arbitration if it is not submitted in the language of the arbitration agreed by the parties or, if no agreement has been reached, in either English or Chinese. If the Claimant complies with such directions within the applicable time limit, the Notice of Arbitration shall be

deemed to have been validly filed on the date when the initial version was received by the HKIAC Secretariat.

- 4.8 The HKIAC Secretariat shall provide without delay a copy of the Notice of Arbitration and of any exhibits included therewith to the Respondent.

Article 5 – Answer to the Notice of Arbitration

- 5.1 Within 30 days from receipt of the Notice of Arbitration, the Respondent shall submit to the HKIAC Secretariat an Answer to the Notice of Arbitration. This Answer to the Notice of Arbitration shall, if provided by a method specified in Article 2.1(a), be submitted in as many copies as there are other parties, together with an additional copy for each arbitrator and one copy for the HKIAC Secretariat, and shall, to the extent possible, include the following:
- (a) the name, address, telephone and fax numbers, and email address of the Respondent and of its counsel (if different from the description contained in the Notice of Arbitration);
 - (b) any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;
 - (c) the Respondent's comments on the particulars set forth in the Notice of Arbitration, pursuant to Article 4.3(e);
 - (d) the Respondent's answer to the relief or remedy sought in the Notice of Arbitration, pursuant to Article 4.3(f);
 - (e) the Respondent's proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed thereon.
- 5.2 The Answer to the Notice of Arbitration shall be submitted in the language of the arbitration as agreed by the parties. If no agreement has been reached between the parties, the Answer to the Notice of Arbitration shall be submitted in either English or Chinese.
- 5.3 The Answer to the Notice of Arbitration may also include:
- (a) the Respondent's proposals for the appointment of a sole arbitrator referred to in Article 7;
 - (b) the Respondent's designation of an arbitrator for the purpose of constituting a three-member arbitral tribunal referred to in Article 8;
 - (c) if the Notice of Arbitration contained the Statement of Claim referred to in Article 17, the Statement of Defence referred to in Article 18.
- 5.4 Any counterclaim or set-off defence shall to the extent possible be raised with the Respondent's Answer to the Notice of Arbitration, which should include in relation to any such counterclaim or set-off defence:

- (a) a reference to the contract or other legal instrument(s) out of or in relation to which it arises;
 - (b) a description of the general nature of the counterclaim and/or set-off defence and an indication of the amount involved, if any;
 - (c) the relief or remedy sought.
- 5.5 If no counterclaim or set-off defence is raised with the Respondent's Answer to the Notice of Arbitration, or if there is no indication of the amount of the counterclaim or set-off defence, the HKIAC Secretariat shall only rely upon the information provided by the Claimant pursuant to Article 4.3(e) in order to determine whether the provisions of Article 38.1 (Expedited Procedure) shall be applicable.
- 5.6 The HKIAC Secretariat shall provide without delay a copy of the Answer to the Notice of Arbitration and of any exhibits included therewith to the Claimant.
- 5.7 Once the Registration Fee has been paid and all arbitrators have been confirmed, the HKIAC Secretariat shall transmit without delay the file to the sole arbitrator or to the arbitral tribunal.
- 5.8 The parties may be represented or assisted by persons of their choice. The names, addresses, telephone and fax numbers, and email addresses of such persons shall be communicated in writing to the other party and the HKIAC Secretariat.

Section III. ARBITRATORS AND THE ARBITRAL TRIBUNAL

Article 6 – Number of Arbitrators

- 6.1 If the parties have not agreed upon the number of arbitrators, the HKIAC Council shall at the request of a party decide whether the case shall be referred to a sole arbitrator or to a three-member arbitral tribunal, taking into account the factors set out in Rule 9 of the "Arbitration (Appointment of Arbitrators and Umpires) Rules" made under the Hong Kong Arbitration Ordinance. These include:
- (a) the amount in dispute;
 - (b) the complexity of the claim;
 - (c) the nationalities of the parties;
 - (d) any relevant customs of the trade, business or profession involved in the said dispute;
 - (e) the availability of appropriate arbitrators; and
 - (f) the urgency of the case.

- 6.2 Before deciding on the number of arbitrators to be appointed, the HKIAC Council shall allow the other party or parties to the arbitration to serve on the HKIAC Secretariat brief written responses in support of their contention as to the number of arbitrators appropriate for their dispute. Where no such reasons are served on the HKIAC Secretariat within 14 days of the day on which a request for responses has been made by the HKIAC Secretariat, the HKIAC Council may proceed with the decision.
- 6.3 Where a case is handled under an Expedited Procedure in accordance with Article 38, the provisions of Article 38.1(b) and (c) shall apply.

Article 7 – Appointment of a Sole Arbitrator

- 7.1 Unless the parties have agreed otherwise and subject to Articles 11.1 and 11.2:
- (a) where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within 30 days from the later of (i) the date when the Notice of Arbitration was received by the Respondent(s) and (ii) the date the parties agreed that the dispute should be referred to a sole arbitrator;
 - (b) where the parties have not agreed upon the number of arbitrators but the HKIAC Council has decided that the dispute shall be referred to a sole arbitrator, the parties shall jointly designate the sole arbitrator within 30 days from the date when the HKIAC Council's decision was received by the last of them.
- 7.2 If the parties fail to designate the sole arbitrator within the applicable time limit, the HKIAC Council shall appoint the sole arbitrator.

Article 8 – Appointment of Arbitral Tribunal

- 8.1 Where a dispute between two parties is referred to a three-member arbitral tribunal, the tribunal shall be constituted as follows unless the parties have agreed otherwise:
- (a) each party shall designate one arbitrator. If a party fails to designate an arbitrator within 30 days after it receives notification of the other party's appointment of an arbitrator or within the time limit set by the parties' agreement, the HKIAC Council shall appoint the second arbitrator;
 - (b) the two arbitrators so appointed shall designate a third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal. Failing such designation within 30 days from the confirmation of the second arbitrator or within the time limit set by the parties' agreement, the HKIAC Council shall appoint the presiding arbitrator;
 - (c) subject always to Articles 11.1 and 11.2.

- 8.2 Where a dispute between more than one Claimant or more than one Respondent is referred to a three-member arbitral tribunal, the tribunal shall be constituted as follows unless the parties have agreed otherwise:
- (a) the HKIAC Secretariat shall set an initial 30 day time limit for the Claimant or group of Claimants to designate an arbitrator and set a subsequent 30 day time limit for the Respondent or group of Respondents to designate an arbitrator;
 - (b) if the parties have designated arbitrators in accordance with Article 8.2(a), the procedure in Article 8.1(b) shall apply to the designation of the presiding arbitrator;
 - (c) where one or more parties or groups of parties fail to designate an arbitrator in multiparty proceedings within the time period set by the HKIAC Secretariat, the HKIAC Council shall appoint the arbitrator in question and the presiding arbitrator. Prior to doing so, the HKIAC Secretariat shall give any party or group of parties which has duly appointed an arbitrator the opportunity within a specified time to elect in writing whether to withdraw such appointment and allow the HKIAC Council to appoint all three arbitrators. Failing such election within the specified time, the appointment shall be deemed not to have been withdrawn;
 - (d) subject always to Articles 11.1 and 11.2.

Article 9 – Consultation on Arbitrators with Appointment Advisory Board

- 9.1 Before making a final decision on the appointment of an arbitrator, or on the number of arbitrators that are appropriate for any particular dispute, the HKIAC Council shall consult with at least three available members of the Appointment Advisory Board. The HKIAC Council shall consider their advice but is not bound by it. The content of any such consultation process is private and shall not be disclosed to the parties.

Article 10 – Confirmation of Arbitrators

- 10.1 All designations of a sole arbitrator or of the arbitrators composing a three-member arbitral tribunal, made by the parties or the arbitrators, are subject to confirmation by the HKIAC Council, upon which the appointments shall become effective. The HKIAC Council has no obligation to give reasons when it does not confirm an arbitrator.

Article 11 – Independence, Nationality and Challenge and Removal of Arbitrators

- 11.1 All arbitrators appointed under these Rules shall be and remain at all times impartial and independent of the parties.

- 11.2 Where the parties to an arbitration under these Rules are of different nationalities, a sole arbitrator and the chairman of a three-member arbitral tribunal shall not have the same nationality as any party unless specifically agreed otherwise by all parties in writing.
- 11.3 A prospective arbitrator shall disclose without delay to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once designated, shall disclose without delay such circumstances to the parties unless they have already been informed by him of these circumstances.
- 11.4 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party may challenge the arbitrator designated by it only for reasons which it became aware or ought reasonably to have become aware after designation was made.
- 11.5 A party who intends to challenge an arbitrator shall send notice of his challenge within 15 days after the appointment of the challenged arbitrator has been notified to the challenging party or within 15 days after that party became aware or ought reasonably to have become aware of the circumstances mentioned in Articles 11.3 and 11.4.
- 11.6 The challenge shall be notified to the HKIAC Secretariat, all other parties, the arbitrator who is challenged and the other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.
- 11.7 If the arbitrator being challenged does not withdraw, the HKIAC Council shall decide on the challenge. The challenge shall be dealt with in accordance with the Hong Kong International Arbitration Centre Challenge Rules.

Article 12 – Replacement of an Arbitrator

- 12.1 Unless all parties otherwise agree and subject always to any applicable mandatory law, if an arbitrator designated by a party dies or becomes unable to perform his/her functions due to any reasons beyond his/her control, the HKIAC Secretariat shall set a time limit for the party having designated that arbitrator to designate a replacement arbitrator. This rule also applies if an arbitrator has been successfully challenged, has been otherwise removed, has resigned or is not confirmed by the HKIAC Council pursuant to Article 10.1.
- 12.2 If the party concerned fails to designate a replacement arbitrator within the applicable time limit, the HKIAC Council shall appoint a replacement arbitrator.

Article 13 – Consequences of the Replacement of an Arbitrator

- 13.1 If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his/her functions, unless the arbitral tribunal decides otherwise.

Section IV. ARBITRAL PROCEEDINGS

Article 14 – General Provisions

- 14.1 The arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration, in order to avoid unnecessary delay or expenses, provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to be heard and to present their case.
- 14.2 At any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument in relation to the merits of the dispute, if it so determines or if either party so requests.
- 14.3 At an early stage of the arbitral proceedings and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitral proceedings, which shall be provided to the parties and, for information, to the HKIAC Secretariat.
- 14.4 All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other party.
- 14.5 The arbitral tribunal may, after consulting with the parties, appoint a secretary. Article 11 of these Rules shall apply by analogy to the secretary.
- 14.6 The arbitral tribunal shall have the power to allow, upon the application of a party, one or more third persons to be joined in the arbitration as a party, provided that such third person or persons and the applicant party have consented to such joinder in writing.
- 14.7 The parties shall do everything necessary to ensure the fair and efficient conduct of the proceedings.

Article 15 – Seat of the Arbitration

- 15.1 The seat of all arbitrations conducted under these Rules shall be the Hong Kong Special Administrative Region of the People's Republic of China, unless the parties have expressly agreed otherwise.

- 15.2 Without prejudice to the determination of the seat of the arbitration, the arbitral tribunal may hear witnesses, oral argument and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration.
- 15.3 The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.
- 15.4 The award shall be deemed to have been made at the seat of the arbitration.

Article 16 – Language

- 16.1 Subject to agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the Statement of Claim, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.
- 16.2 The arbitral tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages of the arbitration agreed upon by the parties or determined by the arbitral tribunal.

Article 17 – Statement of Claim

- 17.1 Unless the Statement of Claim was contained in the Notice of Arbitration (or the Claimant elects to treat the Notice of Arbitration as the Statement of Claim), within a period of time to be determined by the arbitral tribunal, the Claimant shall communicate its Statement of Claim in writing to the Respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.
- 17.2 The Statement of Claim shall include the following particulars:
- (a) the names and addresses of the parties;
 - (b) a statement of the facts supporting the claim;
 - (c) the points at issue;
 - (d) the relief or remedy sought.
- 17.3 The Claimant shall annex to its Statement of Claim the documents on which it relies.

Article 18 – Statement of Defence

- 18.1 Within a period of time to be determined by the arbitral tribunal and unless the Statement of Defence was contained in the Answer to the Notice of Arbitration, the Respondent shall communicate its Statement of Defence in writing to the Claimant and to each of the arbitrators.
- 18.2 The Statement of Defence shall reply to the particulars (b), (c) and (d) of the Statement of Claim (Article 17.2). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection. The Respondent shall annex to its Statement of Defence the documents on which it relies for its defence.
- 18.3 Where there is a counterclaim or a claim relied on for the purpose of a set-off, the Statement of Defence shall include the following particulars:
- (a) a statement of the facts supporting the claim;
 - (b) the points at issue;
 - (c) the relief or remedy sought.

Article 19 – Amendments to the Claim or Defence

- 19.1 During the course of the arbitral proceedings either party may amend or supplement its claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.
- 19.2 The HKIAC may adjust its Administrative Fees and the Arbitrators' Fees (where appropriate) if a party amends its claims, counterclaims or defences.

Article 20 – Jurisdiction of the Arbitral Tribunal

- 20.1 The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.
- 20.2 The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of Article 20, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not necessarily entail the invalidity of the arbitration clause.

- 20.3 A plea that the arbitral tribunal does not have jurisdiction shall be raised if possible in the Answer to the Notice of Arbitration, but shall in no event be raised later than in the Statement of Defence referred to in Article 18, or, with respect to a counterclaim, in the reply to the counterclaim.

Article 21 – Further Written Statements

- 21.1 The arbitral tribunal shall decide which further written statements, if any, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall set the periods of time for communicating such statements.

Article 22 – Periods of Time

- 22.1 The periods of time set by the arbitral tribunal for the communication of written statements (including the Statement of Claim and Statement of Defence) should not exceed 45 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Article 23 – Evidence and Hearings

- 23.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.
- 23.2 The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in its Statement of Claim or Statement of Defence.
- 23.3 At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine. The arbitral tribunal shall have the right to admit or exclude any document, witness evidence or other evidence.
- 23.4 In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
- 23.5 Any person may be a witness or an expert witness. If witnesses or expert witnesses are to be heard, each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses or expert witnesses it intends to present, and the subject upon and the languages in which such witnesses or expert witnesses will give their testimony, within such time as shall be agreed or as shall be specified by the arbitral tribunal.

- 23.6 The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary under the circumstances of the case.
- 23.7 Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses or expert witnesses during the testimony of other witnesses or expert witnesses. The arbitral tribunal is free to determine the manner in which witnesses or expert witnesses are examined.
- 23.8 Evidence of witnesses or expert witnesses may also be presented in the form of written statements or reports signed by them.
- 23.9 A party, its officers, employees, legal advisors or counsel may interview witnesses, potential witnesses or expert witnesses.
- 23.10 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of any matter presented by a party, including as to whether or not to apply strict rules of evidence.

Article 24 – Interim Measures of Protection

- 24.1 At the request of either party, the arbitral tribunal may order any interim measures it deems necessary or appropriate.
- 24.2 Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to order the provision of appropriate security by a party seeking an interim measure.
- 24.3 A request for interim measures addressed by any party to a court of competent jurisdiction shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.
- 24.4 The arbitral tribunal shall have discretion to apportion the costs relating to a request for interim measures in an order, an interim award or in the final award.

Article 25 – Tribunal-Appointed Experts

- 25.1 To assist it in the assessment of evidence, the arbitral tribunal, after consulting with the parties, may appoint one or more experts. The arbitral tribunal may meet privately with any duly appointed expert. Such expert shall report to the arbitral tribunal, in writing, on specific issues to be determined by the tribunal.

A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

- 25.2 The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
- 25.3 Upon receipt of the expert's report, the arbitral tribunal shall send a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.
- 25.4 At the request of either party the expert, after delivery of the report, shall attend a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of Articles 23.4 to 23.10 shall be applicable to such proceedings.
- 25.5 The provisions of Article 11 shall apply by analogy to any expert appointed by the arbitral tribunal.

Article 26 – Default

- 26.1 If, within the period of time set by the arbitral tribunal, the Claimant has failed to communicate its Statement of Claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings unless a Respondent has brought a counterclaim and wishes the arbitration to continue, in which case the tribunal may proceed with the arbitration. If, within the period of time set by the arbitral tribunal, the Respondent has failed to communicate its Statement of Defence without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
- 26.2 If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration and make award(s) accordingly.

Article 27 – Closure of Proceedings

- 27.1 When it is satisfied that the parties have had a reasonable opportunity to present their cases, the arbitral tribunal shall declare the proceedings closed. Thereafter,

no further submission or argument may be made, or evidence produced, unless the tribunal reopens the proceedings in accordance with Article 27.2.

- 27.2 The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to reopen the proceedings at any time before the award is made.

Article 28 – Waiver of Rules

- 28.1 A party who knows or ought reasonably to know that any provision of, or requirement arising under, these Rules (including the agreement to arbitrate) has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

Section V. THE AWARD

Article 29 – Decisions

- 29.1 When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.
- 29.2 With the prior authorisation of the arbitral tribunal, the presiding arbitrator may decide questions of procedure on his own.

Article 30 – Form and Effect of the Award

- 30.1 In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards. If appropriate, the arbitral tribunal may also award costs in awards that are not final.
- 30.2 Awards shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out any award without delay.
- 30.3 An award shall state the reasons upon which it is based.
- 30.4 An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one or two of them fail(s) to sign, the award shall state the reason for the absence of the signature(s).
- 30.5 An award shall be affixed with the seal of the HKIAC.

- 30.6 Publication of awards is governed by clause 39.3.
- 30.7 Subject to any lien to which the arbitrators may be entitled, originals of the award signed by the arbitrators and affixed with the seal of the HKIAC shall be communicated to the parties and to the HKIAC Secretariat by the arbitral tribunal. The HKIAC Secretariat shall retain a copy of the award.

Article 31 – Applicable Law, Amiable Compositeur

- 31.1 The arbitral tribunal shall decide the case in accordance with the rules of law agreed upon by the parties or, in the absence of a choice of law, by applying the rules of law with which the dispute has the closest connection.
- 31.2 The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised the arbitral tribunal to do so.
- 31.3 In all cases, the arbitral tribunal shall decide the case in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

Article 32 – Settlement or Other Grounds for Termination

- 32.1 If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
- 32.2 If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall issue an order for the termination of the proceedings. The arbitral tribunal shall issue such an order unless a party raises justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.
- 32.3 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties and to the HKIAC Secretariat. Where an arbitral award on agreed terms is made, the provisions of Articles 30.2 and 30.4 to 30.7, shall apply.

Article 33 – Interpretation of the Award

- 33.1 Within 30 days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for the other party to comment on such request.
- 33.2 Any interpretation considered appropriate by the arbitral tribunal shall be given in writing within 45 days after the earlier of: (a) receipt of the other party's comments on the request for interpretation; or (b) expiry of the time limit set by the tribunal pursuant to Article 33.1 for the other party to provide such comments. The interpretation shall form part of the award and the provisions of Articles 30.2 to 30.7, shall apply.

Article 34 – Correction of the Award

- 34.1 Within 30 days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for the other party to comment on such request.
- 34.2 The tribunal shall make any corrections it considers appropriate within 45 days after the earlier of: (a) the receipt of the other party's comments on the request for correction; or (b) the expiry of the time limit set by the tribunal pursuant to Article 34.1 for the other party to provide such comments.
- 34.3 The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.
- 34.4 Such corrections shall be in writing, and the provisions of Articles 30.2 to 30.7, shall apply.

Article 35 – Additional Award

- 35.1 Within 30 days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. The arbitral tribunal may set a time limit, normally not exceeding 30 days, for the other party to comment on such request.
- 35.2 If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further

hearings or evidence, it shall complete its award within 60 days after the receipt of the request.

- 35.3 When an additional award is made, the provisions of Articles 30.2 to 30.7, shall apply.

Article 36 – Fees and Costs

36.1 The arbitral tribunal shall determine the costs of arbitration in its award. The term “costs” includes only:

- (a) the fees of the arbitral tribunal to be determined in accordance with Articles 36.2 and 36.3;
- (b) the travel and other expenses incurred by the arbitrators;
- (c) the costs of expert advice and of other assistance required by the arbitral tribunal;
- (d) the travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;
- (e) the costs for legal representation and assistance if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
- (f) the Registration Fee and Administrative Fees payable to the HKIAC in accordance with the Schedule of Fees and Costs of Arbitration attached hereto.

36.2 The fees of the arbitral tribunal shall be determined, at the option of the parties, either (a) in conformity with Section 3 of the Schedule of Fees and Costs of Arbitration attached hereto, or (b) in accordance with the fee arrangements agreed between the appointing party or parties and the arbitrator so appointed (and, in the case of the third arbitrator in a three-member tribunal, between the parties and such third arbitrator). The method for determining the fees of the arbitral tribunal shall be notified to the HKIAC Secretariat within 30 days from the date of the Notice of Arbitration. Where the parties fail to agree on the method for determining the fees of the arbitral tribunal by such date, then the fees shall be determined in accordance with the fee arrangements agreed between the appointing party or parties and the arbitrator so appointed.

36.3 Where the fees of the arbitral tribunal are determined in conformity with the Schedule of Fees and Costs of Arbitration attached hereto, such fees shall be fixed by the HKIAC Council in accordance with the Schedule and the following rules:

- (a) the fees of the arbitral tribunal 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, including, but not limited to, the discontinuation of the arbitral proceedings in case of settlement or other reasons. In the event of such discontinuation, the fees of the arbitral tribunal may be less than the minimum amount provided for in the Schedule of Fees and Costs of the Arbitration;

- (b) in general, the Chairman shall receive 40% and each co-arbitrator 30% of the total fees, unless the arbitral tribunal otherwise agrees.
- 36.4 Except as provided in Article 36.5, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion all or part of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
- 36.5 With respect to the costs of legal representation and assistance referred to in Article 36.1(e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.
- 36.6 When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it or the HKIAC shall determine the costs of arbitration referred to in Article 36.1 and Article 36.2, in the text of that order or award.
- 36.7 No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under Articles 33 to 35.

Article 37 – Deposits for Costs

- 37.1 On the establishment of the arbitral tribunal, the HKIAC Secretariat shall request each party to deposit with the HKIAC an equal amount as an advance for the costs referred to in Article 36.1, paragraphs (a), (b), (c) and (f). The HKIAC Secretariat shall provide a copy of such request to the arbitral tribunal.
- 37.2 Where a Respondent submits a counterclaim, or it otherwise appears appropriate in the circumstances, the HKIAC Secretariat may establish separate deposits.
- 37.3 During the course of the arbitral proceedings the HKIAC Secretariat may request the parties to make supplementary deposits with the HKIAC. The HKIAC Secretariat shall provide a copy of such request to the arbitral tribunal.

- 37.4 If the required deposits are not paid in full to the HKIAC within 30 days after the receipt of the request, the HKIAC Secretariat 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 arbitral tribunal may order the suspension or termination of the arbitral proceedings or continue with the proceedings on such basis as the tribunal sees fit.
- 37.5 In its final award, the arbitral tribunal shall render an accounting to the parties of the deposits received by the HKIAC Secretariat. Any unexpended balance shall be returned to the parties by the HKIAC Secretariat.
- 37.6 Other provisions regarding fees and costs of the arbitration are set out in the Schedule of Fees and Costs of Arbitration which is attached hereto and forms an integral part of these Rules.

Section VI. OTHER PROVISIONS

Article 38 – Expedited Procedure

- 38.1 Unless the parties agree otherwise or the HKIAC Secretariat decides otherwise taking into account all relevant circumstances, the following provisions shall apply to all cases in which the amount in dispute representing the aggregate of the claim and the counterclaim (or any set-off defence) does not exceed USD 250,000 (Two Hundred Fifty Thousand United States Dollars):
- (a) the arbitral proceedings shall be conducted in accordance with the Expedited Procedure set forth in Article 38.2;
 - (b) the case shall be referred to a sole arbitrator, unless the arbitration agreement provides for a three-member arbitral tribunal;
 - (c) if the arbitration agreement provides for a three-member arbitral tribunal, the HKIAC Secretariat shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree to refer the case to a sole arbitrator, the fees of the three arbitrators shall be determined in accordance with the Schedule of Fees and Costs of Arbitration attached hereto.
- 38.2 If the provisions of Article 38.1 are applicable, the arbitral proceedings shall be conducted in accordance with an Expedited Procedure based upon the foregoing provisions of these Rules, subject to the following changes:
- (a) the HKIAC Secretariat may shorten the time limits for the appointment of arbitrators under Articles 7.1, 7.2 and 8.2;
 - (b) after the submission of the Answer to the Notice of Arbitration, the parties shall in principle be entitled to submit one Statement of Claim and one Statement of Defence (and Counterclaim) and, where applicable, one

- Statement of Defence in reply to the Counterclaim;
- (c) the arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is necessary to hold one or more hearings;
 - (d) the award shall be made within six months from the date when the HKIAC Secretariat transmitted the file to the arbitral tribunal. In exceptional circumstances, the HKIAC Secretariat may extend this time limit;
 - (e) the arbitral tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

Article 39 – Confidentiality

- 39.1 Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all matters and documents relating to the arbitral proceedings, including the existence of the proceedings as well as all correspondence, written statements, evidence, awards and orders not otherwise in the public domain, save and to the extent that a disclosure may be required of a party by a legal or regulatory duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal appointed experts, the secretary of the arbitral tribunal and the HKIAC Secretariat and Council.
- 39.2 The deliberations of the arbitral tribunal are confidential.
- 39.3 An award may be published, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:
- (a) a request for publication is addressed to the HKIAC Secretariat;
 - (b) all references to the parties' names are deleted; and
 - (c) no party objects to such publication within the time limit fixed for that purpose by the HKIAC Secretariat. In the case of an objection, the award shall not be published.

Article 40 – Exclusion of Liability

- 40.1 None of the HKIAC, the HKIAC Council, the HKIAC Secretariat or their staff, arbitrators, tribunal-appointed experts or the secretary of the arbitral tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where the act was done or omitted to be done dishonestly.

40.2 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Article 33 to Article 35 have lapsed or been exhausted, neither the HKIAC (including the HKIAC Council, the HKIAC Secretariat or any of their staff) nor the arbitrators, the tribunal-appointed experts or the secretary of the arbitral tribunal shall be under an obligation to make statements to any person about any matter concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

SCHEDULE OF FEES AND COSTS OF ARBITRATION

**(All amounts are in United States Dollars, hereinafter “USD”)
(Effective 1st September 2008)**

1. Registration Fee

- 1.1 When submitting a Notice of Arbitration, the Claimant shall pay a Registration Fee of USD 1,000.
- 1.2 If the Claimant fails to pay the Registration Fee, the HKIAC shall not proceed with the arbitration.
- 1.3 The Registration Fee is not refundable.
- 1.4 The above provisions shall also apply to any counterclaim.

2. The HKIAC’s Administrative Fee

- 2.1 The HKIAC’s Administrative Fee shall be charged in accordance with the following table:

ADMINISTRATIVE FEE

Sum in dispute (in USD)				Administrative fee ¹
up to	50,000			USD1,500
from	50,001	to	100,000	0.70%
from	100,001	to	500,000	0.60%
from	500,001	to	1,000,000	0.40%
from	1,000,001	to	2,000,000	0.20%
from	2,000,001	to	5,000,000	0.12%
from	5,000,001	to	10,000,000	0.06%
from	10,000,001	to	50,000,000	0.03%
over	50,000,001			USD26,850

¹ The table under Section 4.1 below indicates the resulting administrative fee payable in USD after the appropriate calculations have been made.

3. The Arbitrators' Fees

- 3.1 Where both parties agree to the application of this Schedule for to the determination of the Arbitrators' Fees, Arbitrators' Fees shall be charged in accordance with the following table:

ARBITRATORS' FEES (PER ARBITRATOR)

Sum in dispute (in USD)				Fees ²	
				Minimum	Maximum
up to	50,000			USD2,000	14.00%
from	50,001	to	100,000	2.50%	10.00%
from	100,001	to	500,000	1.00%	5.00%
from	500,001	to	1,000,000	0.70%	2.60%
from	1,000,001	to	2,000,000	0.40%	1.40%
from	2,000,001	to	5,000,000	0.25%	0.70%
from	5,000,001	to	10,000,000	0.075%	0.40%
from	10,000,001	to	50,000,000	0.05%	0.20%
from	50,000,001	to	80,000,000	0.025%	0.14%
from	80,000,001	to	100,000,000	0.012%	0.12%
over	100,000,000			0.01%	0.06%

- 3.2 The arbitrators' fees shall cover the activities of the arbitral tribunal from the time the file is transmitted to the tribunal until the last award.

4. Computation of Fees

- 4.1 The administrative fees and arbitrators' fees payable shall be calculated in accordance with the following charts and fixed by the HKIAC Council. The fees payable for each successive range in this chart are added together.

² The table under Section 4.1 below indicates the resulting range of fees payable per arbitrator after the appropriate calculations have been made.

COMPUTATION OF FEES

SUM IN DISPUTE		A. ADMINISTRATIVE FEES³
(in USD)		(in USD)
up to 50,000		1,500
From 50,001 to	100,000	1,500 + 0.70% of amt. over 50,000
From 100,001 to	500,000	1,850 + 0.60% of amt. over 100,000
From 500,001 to	1,000,000	4,250 + 0.40% of amt. over 500,000
From 1,000,001 to	2,000,000	6,250 + 0.20% of amt. over 1,000,000
From 2,000,001 to	5,000,000	8,250 + 0.12% of amt. over 2,000,000
From 5,000,001 to	10,000,000	11,850 + 0.06% of amt. over 5,000,000
From 10,000,001 to	50,000,000	14,850 + 0.03% of amt. over 10,000,000
From 50,000,001 to	80,000,000	26,850
From 80,000,001 to	100,000,000	26,850
Over 100,000,000		26,850

- 4.2 The HKIAC’s Administrative Fees and the Arbitrators’ Fees may exceed the amounts set out in the scale above where in the opinion of the HKIAC Council there are exceptional circumstances which shall include and not be limited to the parties conducting the arbitration in a manner not reasonably contemplated by the arbitral tribunal at the time of appointment.
- 4.3 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to set-off defences, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off claims will not require significant additional work.
- 4.4 Interest claims shall not be taken into account for the calculation of the amount in dispute. However, when the interest claims exceed the amounts claimed in principal, the interest claims alone shall be considered in calculating the amount in dispute.

³ The table under Section 4.1 below indicates the resulting administrative fee payable in USD after the appropriate calculations have been made.

B. ARBITRATOR'S FEES⁴ (PER ARBITRATOR)

(in USD)

Minimum	Maximum
2,000	14.00% of amount in dispute
2,000 + 2.50% of amt. over 50,000	7,000 + 10.00% of amt. over 50,000
3,250 + 1.00% of amt. over 100,000	12,000 + 5.00% of amt. over 100,000
7,250 + 0.70% of amt. over 500,000	32,000 + 2.60% of amt. over 500,000
10,750 + 0.40% of amt. over 1,000,000	45,000 + 1.40% of amt. over 1,000,000
14,750 + 0.25% of amt. over 2,000,000	59,000 + 0.70% of amt. over 2,000,000
22,250 + 0.075% of amt. over 5,000,000	80,000 + 0.40% of amt. over 5,000,000
26,000 + 0.05% of amt. over 10,000,000	100,000 + 0.20% of amt. over 10,000,000
46,000 + 0.025% of amt. over 50,000,000	180,000 + 0.14% of amt. over 50,000,000
53,500 + 0.012% of amt. over 80,000,000	222,000 + 0.12% of amt. over 80,000,000
55,900 + 0.01% of amt. over 100,000,000	246,000 + 0.06% of amt. over 100,000,000

4.5 Currencies other than the United States Dollars shall be converted into United States Dollars at the average rate of exchange between the date when the Notice of Arbitration is received by the HKIAC Secretariat and the date when the final award is made. For the purpose of determining the Registration Fee under Section 1 herein, the rate of exchange shall be that of the date when the Notice of Arbitration is received by the HKIAC Secretariat.

4.6 If the amount in dispute is not quantified, the HKIAC's Administrative Fees and the Arbitrators' Fees shall be fixed by the HKIAC Council, taking into account all relevant circumstances.

5. Arbitrators' expenses

The expenses of the arbitrators shall relate to the actual disbursements for the arbitration, such as reasonable expenses relating to: travel (business class airfare,

⁴ The table under Section 4.1 below indicates the resulting range of fees payable per arbitrator after the appropriate calculations have been made.

unless special arrangements have been agreed), accommodation, meals (if in home city, only meals among arbitrators are taken into account), taxi, communications costs, and any other costs related to the conduct of the proceedings (such as rental of hearing rooms, court reporting services, interpreters, etc.). The HKIAC may issue general guidelines to the arbitrators for the accounting of their expenses. The expenses of the arbitrators shall be invoiced and paid separately and are not included in the Arbitrators' Fees under Section 3 above.

6. Interest earned on deposits made by the parties

The HKIAC shall place the deposits made by the parties in interest bearing deposit account(s) at reputable licensed Hong Kong deposit-taking institution(s). In selecting the account(s), the HKIAC shall also have due regard to the possible need to make the deposited funds available immediately. Any interest earned shall be included in the final computation of the costs of the arbitration in favour of the party or parties having made the deposit or deposits so invested.

7. Interim Payments

The HKIAC may direct that interim payments shall be made from time to time out of funds held on deposit to cover the HKIAC's Administrative Fees and the Arbitrators' Fees and Expenses.

8. Parties Jointly and Severally Liable

The parties shall be jointly and severally liable to the arbitral tribunal and the HKIAC for the costs of the arbitration.

9. Lien on Award

The HKIAC and the arbitral tribunal shall have a lien over any awards issued by a tribunal to secure the payment of the costs referred to in Article 36.1, paragraphs (a), (b), (c) and (f), and may accordingly refuse to release any such awards to the parties until all such costs have been paid in full.

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Disclaimer

English is the original drafting language of these Rules. In the event of any discrepancy or inconsistency between the English version and the Rules in any other language, the English version will prevail.

