

**INVESTMENT ARBITRATION RULES OF THE SINGAPORE
INTERNATIONAL ARBITRATION CENTRE**

SIAC INVESTMENT ARBITRATION RULES (1ST EDITION, 1 JANUARY 2017)

新加坡国际仲裁中心投资仲裁规则

新仲投资仲裁规则（第一版，2017年1月1日）

Introduction

介绍

- i. For the purpose of offering a specialised set of procedures for the conduct of international investment arbitration, the Singapore International Arbitration Centre developed the Investment Arbitration Rules of the Singapore International Arbitration Centre (1st Edition, 1 January 2017) to be applied by agreement in disputes involving a State, State-controlled entity or intergovernmental organisation, whether arising out of a contract, treaty, statute or other instrument.

为向国际投资仲裁提供一套专门的程序之目的，新加坡国际仲裁中心制定了《新加坡国际仲裁中心投资仲裁规则》（第一版，2017年1月1日），该规则经协议适用于涉及国家、国家控制的实体或政府间组织的争端，不论该争端系产生于合同、条约、法律或其他文契。

- ii. The SIAC Investment Arbitration Rules have been developed with a view towards the issues unique to international investment arbitration. These Rules may be agreed and applied in any type of arbitration, the application of which shall not be subject to objective criteria, such as the existence of a qualifying “investor” or “investment” or the presence of a State, State-controlled entity or intergovernmental organisation, without prejudice to any requirements set out in the underlying contract, treaty, statute or other instrument.

《新仲投资仲裁规则》系针对国际投资仲裁特有的问题而制定。本规则可经约定，在任何类型的仲裁中适用，本规则的适用，不受制于客观标准，例如是否存在合格的“投资者”或“投资”，或是否涉及国家、国家控制的实体或政府间组织，但本规则的适用不影响所涉合同、条约、法律或其他文契项下的任何要求。

- iii. Where the parties to a dispute have previously consented, or a party has previously offered to consent, to arbitration in accordance with rules of arbitration other than the SIAC Investment Arbitration Rules, whether in a contract, treaty, statute or other instrument, the dispute may be referred instead to arbitration in accordance with the SIAC Investment Arbitration Rules if the parties have subsequently consented to refer such dispute to arbitration in accordance with the SIAC Investment Arbitration Rules.

无论是在合同、条约、法律或其他文契中，若争端各方先前已同意或一方先前已提议同意按照《新仲投资仲裁规则》之外的仲裁规则进行仲裁，如果各方嗣后同意将争端按照《新仲投资仲裁规则》进行仲裁，则该争端可以按照《新仲投资仲裁规则》进行仲裁。

1. Scope of Application and Interpretation

1. 适用范围和解释

- 1.1 Where the Parties have agreed to refer a dispute to arbitration in accordance with the SIAC Investment Arbitration Rules, the Parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by SIAC in accordance with the SIAC Investment Arbitration Rules.

凡当事人约定将争端按照《新仲投资仲裁规则》进行仲裁的，均视为当事人已同意按照《新仲投资仲裁规则》进行仲裁，并由新加坡国际仲裁中心对该仲裁案件进行管理。

- 1.2 An agreement to refer a dispute to arbitration in accordance with the SIAC Investment Arbitration Rules may be expressed in a contract, treaty, statute or other instrument, or through an offer by a Party in a contract, treaty, statute or other instrument which is subsequently accepted by the other Party by any means, including by the other Party's commencement of arbitration.

将争端根据《新仲投资仲裁规则》进行仲裁的约定，可以规定在合同、条约、法律或其他文契中，或经由一方当事人通过合同、条约、法律或其他文契作出要约且另一方当事人嗣后通过包括提起仲裁在内的任何方式予以接受而达成。

- 1.3 An agreement by the Parties to refer a dispute to arbitration in accordance with the SIAC Investment Arbitration Rules constitutes a waiver of any right of immunity from jurisdiction in respect of proceedings relating to the arbitration to which the Parties might otherwise be entitled. Such waiver of immunity from jurisdiction is without prejudice to immunity from execution.

当事人将争端按照《新仲投资仲裁规则》进行仲裁的约定，构成当事人对原本可能享有的、与仲裁有关的任何程序管辖豁免权的放弃。该等管辖豁免权的放弃不影响执行豁免权。

- 1.4 The SIAC Investment Arbitration Rules shall come into force on 1 January 2017 and shall apply to any arbitration under the SIAC Investment Arbitration Rules which is commenced on or after that date.

《新仲投资仲裁规则》于2017年1月1日生效，适用于该生效日当日以及此后开始进行的所有按照《新仲投资仲裁规则》进行的仲裁案件。

- 1.5 In these Rules:

在本规则中：

“Award” includes a partial, interim or final award and an award of an Emergency Arbitrator;

“裁决”包括部分裁决、中间裁决或终局裁决以及紧急仲裁员作出的裁决；

“Committee of the Court” means a committee consisting of not less than three members of the Court appointed by the President (which may include the President);

“仲裁院委员会”是指院长指定的、由三位或者三位以上仲裁院成员组成的委员会（可包括院长在内）；

“Court” means the Court of Arbitration of SIAC and includes a Committee of the Court;

“仲裁院”是指新加坡国际仲裁中心仲裁院，包括仲裁院委员会；

“Emergency Arbitrator” means an arbitrator appointed in accordance with paragraph 3 of Schedule 1;

“紧急仲裁员”是指根据本规则《附则 1》第 3 项指定的仲裁员；

“Non-disputing Contracting Party” means a party to a treaty pursuant to which the dispute has been referred to arbitration in accordance with these Rules and that is not a Party to the arbitration;

“非争端缔约方”是指争端根据本规则提交仲裁所依据的条约的缔约方，但其并非仲裁当事人；

“Non-disputing Party” means a person or entity that is neither a Party to the arbitration nor a party to a treaty pursuant to which the dispute has been referred to arbitration in accordance with these Rules;

“非争端方”是指既非仲裁当事人也非争端根据本规则提交仲裁所依据的条约的缔约方的个人或实体；

“Parties” mean the Claimant(s) and Respondent(s) in a dispute referred to arbitration in accordance with these Rules;

“当事人”是指根据本规则提交仲裁的争端中的申请人和被申请人；

“Party” means the Claimant(s) or Respondent(s) in a dispute referred to arbitration in accordance with these Rules;

“一方当事人”是指根据本规则提交仲裁的争端中的申请人或被申请人；

“Practice Notes” mean the guidelines published by the Registrar from time to time to supplement, regulate and implement these Rules;

“实务说明”是指主簿为补充、调整和执行本规则所不时颁布的指引性说明；

“President” means the President of the Court and includes any Vice President and the Registrar;

“院长”是指仲裁院的院长，包括任何副院长和主簿；

“Registrar” means the Registrar of the Court and includes any Deputy Registrar;

“主簿”是指仲裁院主簿，包括任何副主簿；

“SIAC” means the Singapore International Arbitration Centre;

“新仲”是指新加坡国际仲裁中心；

“SIAC Investment Arbitration Rules” or “Rules” mean the Investment Arbitration Rules of the Singapore International Arbitration Centre (1st Edition, 1 January 2017);

“新仲投资仲裁规则”或“规则”是指《新加坡国际仲裁中心投资仲裁规则（第 1 版，2017 年 1 月 1 日）》；

“Tribunal” includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed.

“仲裁庭”是指由独任仲裁员组成的仲裁庭或由全体仲裁员（如果被指定的仲裁员多于一名的话）组成的仲裁庭；

Any pronoun in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

本规则任何人称代词均指中性称谓；单数名词在适当情况下也可被理解为复数。

2. Notice and Calculation of Periods of Time

通知送达及期限的计算

- 2.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such notice, communication or proposal may be delivered by hand, registered post or courier service, or transmitted by any form of electronic communication (including electronic mail and facsimile), or delivered by any other appropriate means that provides a record of its delivery. Any notice, communication or proposal shall be deemed to have been received if it is delivered: (i) to the addressee personally or to its authorised representative; (ii) to the addressee’s habitual residence, place of business or designated address; (iii) to any address agreed by the Parties; (iv) according to the practice of the Parties in prior dealings; or (v) if, after reasonable efforts, none of these can be found, then at the addressee’s last-known residence or place of business.

本规则所称的任何通知、通讯或建议，均应采用书面形式。上述通知、通讯或建议，可以采用当面递交、挂号信、快递服务寄送，或者通过任何一种电子通信方式（包括电子邮件和传真）进行递送，或者通过其他任何适当的、能提供递送记录的方式进行递送。任何通知、通讯或建议在下列任一情形下均应被视为已经送达：（i）直接递交受送达人或其授权代表；（ii）递送到受送达人的惯常居所地、营业地或者受送达人指定的地址；（iii）递送到当事人约定的任何地址；（iv）按照当事人此前业务往来中的习惯做法进行了递送；或者（v）经合理努力后，仍未能找到前述任一地址，则递送到最后一个为人所知的受送达人的居所地或者营业地。

- 2.2 Any notice, communication or proposal shall be deemed to have been received on the day it is delivered in accordance with Rule 2.1.

根据第 2.1 条递送的任何通知、通讯或建议，均应被视为在递送当日即为已经送达。

- 2.3 For the purpose of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been received. Unless the Registrar or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Singapore Standard Time (GMT +8).

本规则所称期限，应从通知、通讯或者建议被视为已经送达的次日起开始计算。除非主簿或仲裁庭另有决定，本规则所称任何期限应依据新加坡标准时间（格林威治标准时间+8）来计算。

- 2.4 Any non-business days at the place of receipt shall be included in calculating any period of time under these Rules. If the last day of any period of time under these Rules is not a business day at the place of receipt in accordance with Rule 2.1, the period is extended until the first business day which follows.

受送达地的非营业日应当纳入本规则所称期限的计算。如果本规则所称期限的届满日，在依据第 2.1 条进行递送的受送达地为非营业日，期限届满日则顺延至非营业日后的第一个营业日。

- 2.5 The Parties shall file with the Registrar a copy of any notice, communication or proposal concerning the arbitral proceedings.

当事人有关仲裁程序的任何通知、通讯或建议，应当向主簿提交一份副本。

- 2.6 Except as provided in these Rules, the Registrar may at any time extend or abbreviate any time limits prescribed under these Rules.

除非本规则另有规定，主簿可在任何时间延长或缩短本规则所规定的任何期限。

3. Notice of Arbitration

仲裁通知

- 3.1 A Party wishing to commence an arbitration under these Rules (the “Claimant”) shall file with the Registrar a Notice of Arbitration which shall include:

拟根据本规则提起仲裁的一方当事人（以下称“申请人”）应当向主簿递交“仲裁通知书”。

“仲裁通知书”应当包括下列内容：

- a. a demand that the dispute be referred to arbitration;
要求将争端提交仲裁的意思表示；
- b. the names, nationalities, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the Parties to the arbitration and their representatives, if any;
仲裁当事人及其代表（如有）使用的名称、国籍、地址、电话号码、传真号码和已知的电子邮件地址；
- c. a reference to the arbitration clause and a copy of the arbitration clause;
提交仲裁所援引的仲裁条款，并附具该仲裁条款的副本；
- d. a reference to the contract, treaty, statute or other instrument out of or in relation to which the dispute arises and a copy of the contract, treaty, statute or other instrument;
提交仲裁所援引的引起争端或与争端有关的合同、条约、法律或其他文契，并附具该合同、条约、法律或其他文契的副本；
- e. where applicable, a brief statement describing the nature of the relationship between a Party and any relevant State, State-controlled entity or intergovernmental organisation, and how the Parties are bound by the arbitration clause;
简述一方当事人与任何有关国家、国家控制的实体或政府间组织之间关系的性质，以及当事人如何受仲裁条款的约束（如有）；
- f. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
简述争端的性质和相关情形，列明仲裁请求的救济事项，并尽可能对索赔金额进行初步的量化；
- g. a statement of any matters which the Parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;

陈述当事人事先达成的有关仲裁程序应如何进行的约定，或者申请人对仲裁程序应如何进行提出的建议；

- h. a proposal for the number of arbitrators if not specified in the arbitration clause;
关于仲裁员人数的建议（如仲裁条款未明确仲裁庭成员的人数）；
- i. unless otherwise agreed by the Parties, the nomination of its arbitrator(s) if the arbitration clause provides for three or more arbitrators, or a proposal for a sole arbitrator if the arbitration clause provides for a sole arbitrator;
除非当事人另有约定，仲裁条款约定三人或三人以上仲裁庭的，申请人应当提名其仲裁员；仲裁条款约定独任仲裁员的，申请人应当提出独任仲裁员的人选建议；
- j. any comment as to the applicable rules of law;
关于适用法律规则的任何意见；
- k. any comment as to the language of the arbitration; and
关于仲裁语言的任何意见；及
- l. payment of the requisite filing fee under these Rules.
支付本规则规定的案件登记费。

- 3.2 The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed to be the date of commencement of the arbitration. For the avoidance of doubt, the Notice of Arbitration is deemed to be complete when all the requirements of Rule 3.1 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. SIAC shall notify the Parties of the commencement of the arbitration.

主簿收到完整的“仲裁通知书”之日，应被视为是仲裁程序开始之日。为避免歧义，“仲裁通知书”只有在满足了第3.1条规定的全部内容后，或者主簿认为“仲裁通知书”已经实质性地满足了该等要求后，才会被视为是完整的“仲裁通知书”。新仲应当向当事人发出通知，通告仲裁程序的正式开始。

- 3.3 The Claimant shall, at the same time as it files the Notice of Arbitration with the Registrar, send a copy of the Notice of Arbitration to the Respondent, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

申请人在向主簿递交“仲裁通知书”的同时，应当向被申请人发送“仲裁通知书”副本一份，并向主簿说明其已经向被申请人发送文件的情况，同时说明其发送的方式和发送的日期。

4. Response to the Notice of Arbitration

对“仲裁通知书”的答复

- 4.1 The Respondent shall file a Response with the Registrar within 35 days of receipt of the Notice of Arbitration. The Response shall include:

被申请人在收到“仲裁通知书”之日起三十五天内，应当向主簿递交“答复书”。“答复书”应当包括下列内容：

- a. a confirmation or denial of all or part of the claims, including, where possible, any plea that the Tribunal lacks jurisdiction;

确认或者否认全部或者部分仲裁请求，包括认为仲裁庭无管辖权的任何抗辩（如有）；

- b. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;

被申请人提出反请求，应当简述反请求的性质和相关情形，列明反请求的救济事项，并尽可能对反请求的索赔金额进行初步的量化；

- c. any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 or any comment with respect to the matters covered in such Rule;

对依本规则第 3.1 条提交的“仲裁通知书”中的任何陈述提出意见，或者对该条所包含的事项提出意见；

- d. unless otherwise agreed by the Parties, the nomination of its arbitrator(s) if the arbitration clause provides for three or more arbitrators or, if the arbitration clause provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter-proposal; and

除非当事人另有约定，仲裁条款规定三人或以上仲裁庭的，被申请人应当提名其仲裁员；仲裁条款规定独任仲裁员的，则被申请人应当对申请人提出的独任仲裁员的人选建议发表意见或者提出新的人选建议；及

- e. payment of the requisite filing fee under these Rules for any counterclaim.

就反请求支付本规则规定的案件登记费。

- 4.2 The Respondent shall, at the same time as it files the Response with the Registrar, send a copy of the Response to the Claimant, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

被申请人在向主簿发送“答复书”的同时，应当向申请人发出“答复书”副本一份，并向主簿说明其已经向申请人发送文件的情况，同时说明其发送的方式和发送的日期。

5. Number and Appointment of Arbitrators

仲裁员的人数及其指定

- 5.1 The Parties may agree that the Tribunal shall be composed of one, three or any other odd number of arbitrators.

当事人可以约定仲裁庭由一名、三名或其他任意奇数名仲裁员组成。

- 5.2 Three arbitrators shall be appointed in any arbitration under these Rules unless the Parties have otherwise agreed; or it appears to the Court, giving due regard to any proposals by the Parties, that the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of a sole arbitrator.

除非当事人另有约定，否则，依据本规则进行的仲裁案件均应当指定三名仲裁员进行审理；或者，在仲裁院充分考虑当事人的建议后认为，由于争端的复杂性、涉案金额或其他相关情况，使得案件有必要指定一名仲裁员组成仲裁庭来进行审理。

- 5.3 If the Parties have agreed that any arbitrator is to be appointed by one or more of the Parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.

当事人约定由一方或多方当事人或者由第三方（包括由已经被指定的仲裁员）来指定仲裁员的，这样的约定均应当被视为是当事人依据本规则做出的有关提名仲裁员的约定。

- 5.4 In all cases, the arbitrators nominated by the Parties, or by any third person including by the arbitrators already appointed, shall be subject to appointment by the Court in its discretion.

在所有的仲裁案中，当事人或者第三方（包括已被指定的仲裁员）对仲裁员的提名，均需要仲裁院的指定。

- 5.5 The Court shall appoint an arbitrator as soon as practicable. Any decision by the Court to appoint an arbitrator under these Rules shall be final and not subject to appeal.

仲裁院应当在实际可行的情况下尽快确认对仲裁员的指定。仲裁院依据本规则作出的有关指定仲裁员的决定是终局、不可上诉的。

- 5.6 The Court may appoint an arbitrator whose appointment has already been suggested or proposed in the arbitral proceedings.

仲裁院可以指定当事人在仲裁程序中建议或提议的仲裁员来担任案件的仲裁员。

- 5.7 Where the Parties are of different nationalities, the Court shall appoint a sole arbitrator or a presiding arbitrator of a different nationality than the Parties, unless the Parties have otherwise agreed or unless the Court otherwise determines it to be appropriate having regard to the circumstances of the case.

当事人国籍不同时，除非当事人另有约定或除非仲裁院在考虑到案件的情况后另有决定，否则仲裁院应指定与当事人国籍不同的一名独任仲裁员或一名首席仲裁员。

- 5.8 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and any Practice Notes for the time being in force, or in accordance with the agreement of the Parties.

主簿应当根据本规则的规定以及届时有效的《实务说明》或者根据当事人的约定，来确定担任该案仲裁员职务的条款。

6. Sole Arbitrator

独任仲裁员

- 6.1 If a sole arbitrator is to be appointed, either Party may propose to the other Party the names of one or more persons to serve as the sole arbitrator. Where the Parties have reached an agreement on the nomination of a sole arbitrator, Rule 5.4 shall apply.

仲裁庭为独任仲裁员时，任何一方当事人可以向另一方当事人提议一名或者数名担任独任仲裁员的人选。当事人达成提名独任仲裁员的协议后，应当适用第 5.4 条。

- 6.2 If within 42 days after the date of commencement of the arbitration, or within the period otherwise agreed by the Parties or set by the Registrar, the Parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either Party so requests, the Court shall appoint the sole arbitrator in accordance with the procedure under Rule 8.

如果自仲裁程序开始之日起的四十二天内，或者在其他由当事人约定或主簿确定的期限内，当事人未能就独任仲裁员的人选达成一致意见，或者在任何时候、经任何一方当事人请求，仲裁院应当根据第 8 条规定的程序为该案指定独任仲裁员。

7. Multiple Arbitrators

多位仲裁员

- 7.1 If three or more arbitrators are to be appointed, the Claimant and the Respondent shall each nominate an equal number of arbitrators.

仲裁庭为三位或三位以上仲裁员时，申请人和被申请人应当各自提名相同人数的仲裁员。

- 7.2 If a Party fails to nominate its arbitrator(s) within 35 days after receipt of the other Party's nomination of its arbitrator(s), or within the period otherwise agreed by the Parties or set by the Registrar, the Court shall proceed to appoint the arbitrator(s) on its behalf.

如果一方当事人在收到另一方当事人提名其仲裁员的通知之日起的三十五天内或者在其他由当事人约定或主簿确定的期限内，未能提名其仲裁员，则由仲裁院代该当事人指定仲裁员。

- 7.3 Unless the Parties have agreed upon another procedure for appointing the presiding arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the Parties or set by the Registrar, the Court shall appoint the presiding arbitrator in accordance with the procedure under Rule 8.

除非当事人对首席仲裁员的提名程序另有约定，或者按照当事人约定的程序在当事人约定或者主簿确定的期限内仍然未能完成对仲裁员的提名时，则首席仲裁员应当由仲裁院依据第 8 条规定的程序指定。

8. Appointment of Arbitrators by the Court

仲裁院指定仲裁员

In making the appointment of the arbitrator(s) under Rule 6.2, Rule 7.3, Rule 9.1 and Rule 9.2, the Court shall use the following list-procedure, unless the Parties agree that the list-procedure shall not be used or unless the Court determines, in its discretion, that the use of the list-procedure is not appropriate for the case:

在根据第 6.2 条、第 7.3 条、第 9.1 条和第 9.2 条指定仲裁员时，除非当事人不同意使用名单程序或仲裁院决定本案不适合使用名单程序，仲裁院应使用下列名单程序：

- a. The Court shall invite the Parties' views on any qualifications of the arbitrator(s) prior to compiling the list of candidates. The Court shall not be bound by the Parties' recommendations, but it shall take the Parties' views and the circumstances of the case into account when compiling the list of candidates.

在编制候选人名单前，仲裁院应征询当事人对仲裁员资格的意见。在编制候选人名单时，仲裁院不受当事人建议的约束，但应考虑当事人的意见和案件的情况。

- b. The Court shall communicate to each of the Parties an identical list containing at least five names.

仲裁院应向每一方当事人发送包含不少于五名仲裁员人选的相同名单。

- c. Within 15 days after the receipt of such list, or within the period otherwise agreed by the Parties or set by the Registrar, each Party shall return the list directly to the Registrar, without need to copy in the other Party, after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference.

在收到该名单后的十五天内，或者在其他由当事人约定或由主簿确定的期限内，每一方当事人在删除其反对的一个或多个人选并按优先顺序对名单上的其余人选进行编号后，应将名单直接发回主簿并无需抄送另一方当事人。

- d. After the expiry of the above period of time, the Court shall appoint the arbitrator(s) from among the names approved on the lists returned to the Registrar and in accordance with the order of preference indicated by the Parties.

在上述期限届满后，仲裁院应根据当事人表明的优先顺序，从发回主簿的名单上确认的人选中指定仲裁员。

- e. If for any reason the appointment cannot be made according to this procedure, the Court may exercise its discretion in appointing the arbitrator(s), including appointing the arbitrator(s) from outside the list communicated to the Parties.

如果由于任何原因不能按照本程序进行指定，仲裁院可以行使其自由裁量权以指定仲裁员，包括从发给当事人的名单之外指定仲裁员。

9. Multi-Party Appointment of Arbitrators

多方当事人指定仲裁员

- 9.1 Where there are more than two Parties to the arbitration, and a sole arbitrator is to be appointed, the Parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 42 days of the date of commencement of the arbitration or within the period otherwise agreed by the Parties or set by the Registrar, the Court shall appoint the sole arbitrator in accordance with the procedure under Rule 8.

如仲裁案有多于两个当事人，且需要指定一名独任仲裁员时，当事人应当共同提名一名独任仲裁员。如果在仲裁程序开始之日起的四十二天内，或者在其他由当事人约定或由主簿确定的期限内，当事人未能就独任仲裁员的共同提名达成一致，则由仲裁院根据第 8 条规定的程序指定该案独任仲裁员。

- 9.2 Where there are more than two Parties to the arbitration, and three or more arbitrators are to be appointed, the Claimant(s) and Respondent(s) shall each jointly nominate an equal number of arbitrators. The presiding arbitrator shall be appointed in accordance with Rule 7.3. In the absence of both such joint nominations having been made within 42 days of the date of commencement of the arbitration or within the period otherwise agreed by the Parties or set by the Registrar, the Court shall appoint all the arbitrators in accordance with the procedure under Rule 8 and shall designate one of them to be the presiding arbitrator.

如仲裁案有多于两个当事人，且需要指定三位或三位以上仲裁员时，申请人方和被申请人方应当分别共同提名相同人数的仲裁员。首席仲裁员应当根据第 7.3 条进行指定。如果在仲裁程序开始之日起的四十二天内，或者在其他由当事人约定或由主簿确定的期限内，当事人未能就上述共同提名达成一致，则仲裁院应当根据第 8 条规定的程序指定全部仲裁员，并指定其中一位仲裁员担任首席仲裁员。

10. Qualifications of Arbitrators

仲裁员的资格

- 10.1 Any arbitrator appointed in an arbitration under these Rules, whether or not nominated by the Parties, shall be and remain at all times independent and impartial.

依本规则进行的仲裁程序中被指定的任何仲裁员（无论其是否由当事人提名），均必须始终保持其独立性和中立性。

- 10.2 In appointing an arbitrator under these Rules, the Court shall have due regard to any qualifications required of the arbitrator by the agreement of the Parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.

仲裁院依本规则指定仲裁员时，应当考虑当事人对仲裁员的资格要求的约定，尤其考虑与仲裁员的中立性和独立性相关的情形。

- 10.3 The Court shall also consider whether the arbitrator has sufficient availability to determine the case in a prompt and efficient manner that is appropriate given the nature of the arbitration.

仲裁院也应当考虑仲裁员是否有足够的办案时间，能否以适合该仲裁案的性质的方式，迅速、高效地审理案件。

- 10.4 A nominated arbitrator shall disclose to the Parties and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before his appointment.

被提名的仲裁员在获得指定之前，应当将任何可能导致对其中立性或独立性产生合理怀疑的情形，在合理可行的时间内尽快向当事人和主簿进行披露。

- 10.5 An arbitrator shall immediately disclose to the Parties, to the other arbitrators and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the arbitration.

对于仲裁过程中发现或出现的任何可能导致对其中立性或独立性产生合理怀疑的情形，仲裁员均应当立即向当事人、其他仲裁员和主簿进行披露。

- 10.6 No Party or person acting on behalf of a Party shall have any *ex parte* communication relating to the case with any arbitrator or with any candidate for appointment as party-nominated arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings; to discuss the candidate's qualifications, availability or independence in relation to the Parties; or to discuss the suitability of candidates for selection as the presiding arbitrator where the Parties or Party-nominated arbitrators are to participate in that selection. No Party or person acting on behalf of a Party shall have any *ex parte* communication relating to the case with any candidate for presiding arbitrator.

任何当事人或者任何代表当事人利益的人，不得单方面与任何仲裁员或者由当事人提名的仲裁员候选人就案件相关事项进行沟通，但下列行为除外：告知仲裁员候选人本案争端的基本性质和即将发起的仲裁程序；与仲裁员候选人讨论其资格、是否有时间办案、与当事人之间的涉及独立性的问题；在当事人或者当事人提名的仲裁员要参与选择首席仲裁员时，讨论适合作为首席仲裁员的人选。当事人或者任何代表当事人利益的人均不得单方面与首席仲裁员候选人就案件相关事项进行沟通。

11. Challenge of Arbitrators

仲裁员的回避

- 11.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the Parties have agreed.

下列情形下，可以申请仲裁员回避：存在对仲裁员中立性或者独立性产生合理怀疑的情形，或者仲裁员未具备当事人约定的资格要求。

- 11.2 A Party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

对于当事人自己提名的仲裁员，只有回避事由是在该仲裁员被指定之后该当事人才得知的情形时，该当事人才能申请该仲裁员回避。

12. Notice of Challenge

申请回避通知

- 12.1 A Party that intends to challenge an arbitrator shall file a notice of challenge with the Registrar in accordance with the requirements of Rule 12.2 within 28 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 28 days after the circumstances specified in Rule 11.1 or Rule 11.2 became known or should have reasonably been known to that Party.

一方当事人如有意要申请仲裁员回避，应当根据第 12.2 条的规定，在收到关于该仲裁员被指定的通知之日起的二十八天内，或者在当事人得知或者应当合理地得知该仲裁员存在第 11.1 条或者第 11.2 条规定的回避情形之日起的二十八天内，向主簿提交申请回避通知书。

- 12.2 The notice of challenge shall state the reasons for the challenge. The date of receipt of the notice of challenge by the Registrar shall be deemed to be the date the notice of challenge is filed. The Party challenging an arbitrator shall, at the same time as it files a notice of challenge with the Registrar, send the notice of challenge to the other Party, the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

申请回避通知书应当说明申请回避的理由。主簿收到申请回避通知书的日期应被视为是申请回避通知书提交的日期。申请仲裁员回避的当事人在向主簿提交申请回避通知书的同时，应将申请回避通知书发送给另一方当事人、被要求回避的仲裁员以及仲裁庭的其他成员（或者在仲裁庭尚未组成时，任何已被指定的仲裁员），并通知主簿其已发送申请回避通知书的情况，同时说明其发送的方式及发送的时间。

- 12.3 The Party making the challenge shall pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the Party making the challenge fails to pay the challenge fee within the time limit set by the Registrar, the challenge shall be considered as withdrawn.

申请回避的当事人应当根据本规则、按照相应的《收费表》的规定支付需要缴纳的申请回避费。如果该方当事人未在主簿规定的期限内支付该申请回避费，则回避申请将视为被撤回。

- 12.4 After receipt of a notice of challenge under Rule 12.2, the Registrar may order a suspension of the arbitral proceedings until the challenge is resolved. Unless the Registrar orders the suspension of the arbitral proceedings pursuant to this Rule 12.4, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Court in accordance with Rule 13.

在收到第 12.2 条项下的申请回避通知书后，主簿可以命令中止仲裁程序，直至回避申请得到解决。除非主簿根据本第 12.4 条命令中止仲裁程序，否则，在仲裁院根据第 13 条的规定作出回避决定之前，被申请回避的仲裁员有权继续参与仲裁程序。

- 12.5 Where an arbitrator is challenged by a Party, the other Party may agree to the challenge, and the Court shall remove the arbitrator if all Parties agree to the challenge. The challenged arbitrator may also voluntarily withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

一方当事人申请仲裁员回避的，另一方当事人可以同意该回避申请，此时，仲裁院应当免除各方当事人均同意回避的仲裁员的职务；被申请回避的仲裁员也可以主动退出仲裁庭。以上任何一种情况的发生，均不意味着申请回避的理由被接受为成立。

- 12.6 If an arbitrator is removed or withdraws from office in accordance with Rule 12.5, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. This procedure shall apply even if, during the process of appointing the challenged arbitrator, a Party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other Party to the challenge or the challenged arbitrator's withdrawal from office.

如果一名仲裁员根据第 12.5 条被免职或主动退出仲裁庭，应当按照适用于该被更换仲裁员的提名和指定程序来指定替代的仲裁员。即使在被申请回避仲裁员的指定过程中，一方当事人未行使其提名权利，上述程序仍应予以适用。自收到另一方当事人关于同意仲裁员回避的通知之日或者被申请回避的仲裁员退出仲裁庭之日起，适用于替代仲裁员的提名和指定的期限将开始计算。

13. Decision on Challenge

回避决定

- 13.1 If, within 21 days of receipt of the notice of challenge under Rule 12, the other Party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office, the Court shall decide the challenge. The Court may request comments on the challenge from the Parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set a schedule for such comments to be made.

在收到第 12 条规定的申请回避通知书之日起的二十一天内，另一方当事人不同意该仲裁员回避的，并且被申请回避的仲裁员也未主动退出仲裁庭的，则仲裁院应当决定是否支持回避申请。仲裁院可以要求当事人、被申请回避的仲裁员和仲裁庭其他成员（或者在仲裁庭尚未组成时，任何已被指定的仲裁员）对回避申请发表意见，并规定发表意见的时间表。

- 13.2 If the Court accepts the challenge to an arbitrator, the Court shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with the procedure applicable to the

nomination and appointment of the arbitrator being replaced. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Registrar's notification to the Parties of the decision by the Court.

仲裁院支持对仲裁员提出的回避申请的，仲裁院应当免除该仲裁员的职务，并按照适用于该被更换的仲裁员的提名和指定程序，重新指定一名替代仲裁员。替代仲裁员的提名和指定所适用的期限，自主簿向当事人发出仲裁院决定的通知之日起开始计算。

- 13.3 If the Court rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.

如果仲裁院驳回了对仲裁员提出的回避申请，则该仲裁员应当继续参与仲裁。

- 13.4 The Court's decision on any challenge to an arbitrator under this Rule 13 shall be reasoned, unless otherwise agreed by the Parties, and shall be issued to the Parties by the Registrar. Any such decision on any challenge by the Court shall be final and not subject to appeal.

除非当事人另有约定，仲裁院根据第 13 条对仲裁员回避申请作出的决定应当说明理由。主簿应当向当事人通知上述决定。仲裁院就回避申请作出的决定是终局的、不可上诉的。

14. Replacement of an Arbitrator

仲裁员的更换

- 14.1 Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

除非本规则另有规定，在仲裁程序进行期间，遇有仲裁员死亡、辞职、退出仲裁庭或被免职情形的，应当按照适用于该被更换仲裁员的提名和指定程序，重新指定一名替代仲裁员。

- 14.2 In the event that an arbitrator refuses or fails to act or perform his functions in accordance with these Rules or within prescribed time limits, or in the event of any *de jure* or *de facto* impossibility by an arbitrator to act or perform his functions, the procedure for challenge and replacement of an arbitrator provided in Rule 11 to Rule 13 and Rule 14.1 shall apply.

对于仲裁员拒绝或者未能依据本规则的规定或未在规定的期限内履行其职责的情形，或者仲裁员发生法律或事实上不能履行职责的情形，应当适用第 11 条至第 13 条以及第 14.1 条有关仲裁员回避和更换的程序。

- 14.3 The Court may, at its own initiative and in its discretion, remove an arbitrator who refuses or fails to act or to perform his functions in accordance with these Rules or within prescribed time limits, or in the event of a *de jure* or *de facto* impossibility of an arbitrator to act or perform his functions, or if the arbitrator does not conduct or participate in the arbitration with due diligence and/or in a manner that ensures the fair, expeditious, economical and final resolution of the dispute. The Court shall consult the Parties and the members of the Tribunal, including the arbitrator to be removed (or if the Tribunal has not yet been constituted, any appointed arbitrator) prior to the removal of an arbitrator under this Rule 14.3.

对于仲裁员拒绝或者未能依据本规则的规定或未在规定的期限内履行其职责的情形，或者仲裁员发生法律或事实上不能履行其职责的情形，或者仲裁员不能勤勉行事或者/并且不能以公平、快捷、经济、终局裁决的方式进行仲裁的情形，仲裁院可以主动提出并自主决定免除该仲裁员

的职务。仲裁院在根据本第 14.3 条的规定免除该仲裁员职务前，应当征询当事人、包括该拟被免职仲裁员在内的仲裁庭成员（或者在仲裁庭尚未组成时，任何已被指定的仲裁员）的意见。

15. Repetition of Hearings in the Event of Replacement of an Arbitrator

仲裁员更换后再次开庭

If the sole or presiding arbitrator is replaced in accordance with the procedure in Rule 12 to Rule 14, any hearings held previously shall be repeated unless otherwise agreed by the Parties. If any other arbitrator is replaced, any hearings held previously may be repeated at the discretion of the Tribunal after consulting with the Parties. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award shall not be repeated, and the Award shall remain in effect.

如果独任仲裁员或者首席仲裁员依据第 12 条至第 14 条的程序被更换，除非当事人另有约定，否则，此前进行过的任何开庭均应当重新进行。如果是更换其他仲裁员的，仲裁庭经征询当事人的意见，可以自行决定是否重新开庭。此前仲裁庭已作出中间裁决或者部分裁决的，对仅与前述裁决有关的任何开庭不得重新进行，该等裁决应继续有效。

16. Conduct of the Proceedings

仲裁程序的进行

- 16.1 The Tribunal shall conduct the arbitration in such manner as it considers appropriate, after consulting with the Parties, to ensure the fair, expeditious, economical and final resolution of the dispute.

仲裁庭在征询当事人的意见后，应当以其认为适合的方式进行仲裁程序，以确保公平、快捷、经济、终局地解决争端。

- 16.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence. The Tribunal is not required to apply the rules of evidence of any applicable law in making such determination.

仲裁庭应当决定所有证据的关联性、重要性和可采性。仲裁庭对证据的采信无需适用任何准据法所规定的证据规则。

- 16.3 As soon as practicable after the constitution of the Tribunal, the Tribunal shall conduct a preliminary meeting with the Parties, in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the case.

仲裁庭组成后，仲裁庭应当在实际可行的情况下，尽快与当事人举行审前预备会议，通过面谈或者其他任何方式，讨论对案件最适合和最有效率的程序。

- 16.4 The Tribunal may, in its discretion, direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the Parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

仲裁庭有权自主确定审理程序的先后顺序、对案件进行分段审理、排除重复或无关的证言或者其他证据以及指令当事人针对某些争议焦点（对这些争议焦点的裁判可能会解决案件所涉的部分或者全部争端）进行陈述。

- 16.5 Unless otherwise agreed by the Parties, the presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal.

除非当事人另有约定，首席仲裁员可以独自作出程序性命令，但仲裁庭可以对此进行修正。

- 16.6 All statements, documents or other information supplied to the Tribunal and/or the Registrar by a Party shall simultaneously be communicated to the other Party.

一方当事人向仲裁庭和/或主簿提供的所有陈述书、文件或者其他信息，必须同时提供给另一方当事人。

- 16.7 The Court may, at any stage of the proceedings, request the Parties and the Tribunal to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case. Such meeting may be conducted in person or by any other means.

仲裁院可以在仲裁程序的任何阶段，要求当事人和仲裁庭举行会议，讨论对案件最适合和最有效率的程序。该等会议可以通过面谈或者其他任何方式进行。

17. Submissions by the Parties

当事人陈述的提交

- 17.1 Unless otherwise agreed by the Parties or otherwise determined by the Tribunal, the submission of written statements shall proceed as set out in this Rule 17.

当事人应当依照本第 17 条的规定提交书面陈述，但当事人另有约定或仲裁庭另行决定的除外。

- 17.2 The Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Memorial, setting out in full detail:

申请人应当在仲裁庭规定的期限内向被申请人和仲裁庭提交“申请人陈述”，详细列明如下内容：

- a. a statement of facts supporting the claim;
支持其仲裁主张的事实陈述；
- b. the legal grounds or arguments supporting the claim;
支持其仲裁主张的法律依据或者法律论证；
- c. any witness statement and/or expert report supporting the claim; and
任何支持其仲裁主张的证人证言和/或专家报告；以及
- d. the relief claimed together with the amount of all quantifiable claims.
请求的救济以及所有可量化的索赔金额。

- 17.3 The Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant and the Tribunal a Counter-Memorial, setting out in full detail:

被申请人应当在仲裁庭规定的期限内向申请人和仲裁庭提交“被申请人陈述”，详细列明以下内容：

- a. a statement of facts supporting the defence and any counterclaim;
支持其答辩主张和任何反请求的事实陈述；
- b. the legal grounds or arguments supporting the defence and any counterclaim;
支持其答辩主张和任何反请求的法律依据或法律论证；

- c. any witness statement and/or expert report supporting the defence and any counterclaim;
and

支持其答辩主张和任何反请求的证人证言和/或专家报告；以及

- d. the relief claimed together with the amount of all quantifiable counterclaims.

请求的救济以及所有可量化的反请求金额。

- 17.4 By agreement of the Parties or if deemed necessary by the Tribunal, the Parties shall file a Reply and Rejoinder within a period of time to be determined by the Tribunal.

当事人经协商或仲裁庭认为必要时，当事人应在仲裁庭规定的期限内提交“申请人回复”和“被申请人反驳”。

- 17.5 A Party may amend its claim, counterclaim or other submissions unless the 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 or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration clause.

当事人可以修改仲裁请求、反请求或者其他陈述；但仲裁庭考虑当事人进行修改将延误审理，或者对另一方当事人带来不利影响，或者任何其他情况，因而认为不宜允许修改的除外。如果修改后的仲裁请求或反请求超出仲裁条款的范围，则不能对仲裁请求或反请求进行修改。

- 17.6 The Tribunal shall decide which further submissions shall be required from the Parties or may be presented by them. The Tribunal shall fix the periods of time for communicating such submissions.

对于进一步的书面陈述，应由仲裁庭决定是否要求当事人进一步提交或允许当事人自行提交。仲裁庭应确定进一步书面陈述的提交期限。

- 17.7 All submissions referred to in this Rule 17 shall be accompanied by copies of all supporting documents and legal authorities which have not previously been submitted by any Party.

本第 17 条所指的任何陈述，都应当附具当事人此前未提交过的支持材料和法律依据的副本。

- 17.8 If the Claimant fails within the time specified to submit its Memorial, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate.

申请人未在规定时间内提交“申请人陈述”的，仲裁庭有权作出终止仲裁程序的命令或者作出其他适当的指示。

- 17.9 If the Respondent fails to submit its Counter-Memorial, or if at any point any Party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.

被申请人未提交“被申请人陈述”的，或者任何当事人在任何时候没有把握仲裁庭提供的机会并按照仲裁庭指令的方式陈述案情的，仲裁庭有权继续进行仲裁。

18. Seat of the Arbitration

仲裁地

18.1 The Parties may agree on the seat of the arbitration. Failing such an agreement, the seat of the arbitration shall be determined by the Tribunal, having regard to all the circumstances of the case.

当事人可以约定仲裁地。当事人未约定的，仲裁地由仲裁庭在考虑全部案情后予以确定。

18.2 The Tribunal may hold hearings and meetings by any means it considers expedient or appropriate and at any location it considers convenient or appropriate.

仲裁庭有权按照仲裁庭认为便捷或适当的任何方式，在仲裁庭认为便利或适合的任何地点开庭和举行会议。

19. Language of the Arbitration

仲裁语言

19.1 Unless otherwise agreed by the Parties, the Tribunal shall determine the language to be used in the arbitration.

除非当事人另有约定，仲裁程序使用的语言由仲裁庭确定。

19.2 If a Party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been constituted, the Registrar, may order that Party to submit a translation in a form to be determined by the Tribunal or the Registrar.

当事人所提交的文件使用了仲裁语言之外的其他语言的，仲裁庭或者主簿（在仲裁庭组成之前）可以要求该方当事人提供翻译件，文件格式则由仲裁庭确定或者主簿确认。

20. Party Representatives

当事人代表

20.1 Any Party may be represented by legal practitioners or any other authorised representatives. The Registrar and/or the Tribunal may require proof of authority of any Party representatives.

执业律师或者其他任何获得授权的人均可以代表当事人参与仲裁。主簿和/或仲裁庭可以要求当事人代表提交当事人给予的授权证明。

20.2 After the constitution of the Tribunal, any change or addition by a Party to its representatives shall be promptly communicated in writing to the Parties, the Tribunal and the Registrar.

仲裁庭组成后，当事人变更或者增加代表的，应当立即书面通知其他当事人、仲裁庭和主簿。

21. Hearings

开庭审理

21.1 Unless otherwise agreed by the Parties, the Tribunal shall, if either Party so requests or the Tribunal so decides, hold one or more hearings for the presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction or bifurcation.

除非当事人另有约定，如一方当事人请求，或者仲裁庭作出决定，仲裁庭应当进行一次或多次开庭，审理当事人出示的证据和/或对争端实体的口头陈述（包括任何有关管辖权问题或分段审理问题的争端）。

- 21.2 The Tribunal shall, after consultation with the Parties, set the date, time and place of any meeting or hearing and shall give the Parties reasonable notice.
仲裁庭在征询当事人的意见后，应当确定会议或开庭的日期、时间和地点，并合理通知当事人。
- 21.3 If any Party fails to appear at a meeting or hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the Award based on the submissions and evidence before it.
当事人不参加会议或出庭且未提供充分理由的，仲裁庭有权继续进行仲裁程序，并可以根据其已有的陈述和证据作出裁决。
- 21.4 Unless otherwise agreed by the Parties, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.
除非当事人另有约定，所有会议和开庭均不公开进行，任何在仲裁程序中的记录、笔录或者使用的文件均是保密的。

22. Witnesses

证人

- 22.1 Before any hearing, the Tribunal may require the Parties to give notice of the identity of witnesses, including expert witnesses, whom the Parties intend to produce, the subject matter of their testimony and its relevance to the issues.
在开庭审理前，仲裁庭有权要求当事人以通知的方式，说明当事人有意安排的出庭证人（包括专家证人）的身份、作证的事项及其与争议焦点的关联性。
- 22.2 The Tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.
仲裁庭可以允许、拒绝或者限制证人出庭提供口头证言。
- 22.3 Any witness who gives oral evidence may be questioned by each of the Parties, their representatives and the Tribunal in such manner as the Tribunal may determine.
当事人、当事人代表和仲裁庭可以按照仲裁庭确定的询问方式，向出庭口头作证的证人发问。
- 22.4 The Tribunal may direct the testimony of witnesses to be presented in written form, either as signed statements or sworn affidavits or any other form of recording. Subject to Rule 22.2, any Party may request that such a witness should attend for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit, disregard such testimony, or exclude such testimony altogether.
仲裁庭可以指令证人以书面形式提供证言，书面形式包括证人签名的声明、经宣誓的陈述书或以其他任何方式作出的记录。在不违反第 22.2 条规定的情况下，任何一方当事人可以要求提供上述书面证言的证人出庭、接受口头询问。证人未到庭的，仲裁庭可以自由裁量其书面证言的证明力、不考虑或者完全排除其书面证言。
- 22.5 It shall be permissible for any Party or its representatives to interview any witness or potential witness (that may be presented by that Party) prior to his appearance to give oral evidence at any hearing.

任何当事人或者当事人代表与该当事人有意安排出庭的证人或者潜在证人在证人出庭提供口头作证之前的会面都是准许的。

23. Tribunal-Appointed Experts

仲裁庭指定的专家

23.1 Unless otherwise agreed by the Parties, the Tribunal may:

除非当事人另有约定，仲裁庭可以：

- a. following consultation with the Parties, appoint an expert to report on specific issues; and
经征询当事人的意见后，指定专家就专门的问题提供报告；以及
- b. require a Party to give any expert appointed under Rule 23.1(a) any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

要求当事人向根据第 23.1(a)条指定的专家提供相关的信息，或者出示或提供检验任何有关的文件、物品和财产的便利。

23.2 Any expert appointed under Rule 23.1(a) shall submit a report in writing to the Tribunal. Upon receipt of such written report, the Tribunal shall deliver a copy of the report to the Parties and invite the Parties to submit written comments on the report.

根据第 23.1(a)条指定的专家应当向仲裁庭提供书面报告。收到书面报告后，仲裁庭应当将报告的副本递送给当事人，并请当事人针对专家报告提交书面评论。

23.3 Unless otherwise agreed by the Parties, if the Tribunal considers it necessary or at the request of any Party, an expert appointed under Rule 23.1(a) shall, after delivery of his written report, participate in a hearing. At the hearing, the Parties shall have the opportunity to examine such expert.

除非当事人另有约定，如仲裁庭认为有必要，或者经当事人申请，根据第 23.1(a)条指定的专家应当在提交书面报告后参加开庭。开庭时，当事人均应当有机会质询专家。

24. Additional Powers of the Tribunal

仲裁庭的其他权力

Unless otherwise agreed by the Parties, in addition to the other powers specified in these Rules, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

除非当事人另有约定，除本规则明确规定的仲裁庭权力之外，在仲裁准据法中的强制性规定不禁止的情况下，仲裁庭还应当具有下列权力：

- a. order the correction or rectification of any contract, subject to the law governing such contract;
作出对任何合同进行更正或修改的命令，但需在符合合同准据法规定的条件下；
- b. except as provided in these Rules, extend or abbreviate any time limits prescribed under these Rules or by its directions;

延长或者缩短本规则规定的或者仲裁庭指示的任何期限，但本规则另有规定的除外；

- c. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
进行仲裁庭认为有必要或有利于案件顺利审理的质询;
- d. order the Parties to make any property or item in their possession or control available for inspection;
命令当事人提供其占有或控制的任何财产或其他物品以供检验;
- e. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject-matter of the dispute;
命令对属于争端标的或者构成争端标的一部分的财产或物品进行保管、储存、售卖或处置;
- f. order any Party to produce to the Tribunal and to the other Parties for inspection, and to supply copies of, any document in their possession or control which the Tribunal considers relevant to the case and material to its outcome;
对于当事人占有或控制的、仲裁庭认为与案情有关联并对案件裁决结果有重大影响的文件, 命令当事人向仲裁庭和其他当事人出示、接受检验, 并提供文件副本;
- g. issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;
对未支付的仲裁费用保证金的偿付事项, 作出命令或裁决;
- h. direct any Party or person to give evidence by affidavit or in any other form;
指示当事人或个人以宣誓陈述书或者其他任何形式提供证据;
- i. direct any Party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a Party or otherwise;
指示当事人作为或不作为, 以确保仲裁程序中可能作出的任何裁决不因当事人对资产的耗散或其他行为而得不到有效执行;
- j. order any Party to provide security for legal or other costs in any manner the Tribunal thinks fit;
命令当事人按照仲裁庭认为合适的方式, 就律师费或其他相关费用提供担保;
- k. order any Party to provide security for all or part of any amount in dispute in the arbitration;
命令当事人为全部或者部分仲裁争议金额提供担保;
- l. order the disclosure of the existence of a Party's third-party funding arrangement and/or the identity of the third-party funder and, where appropriate, details of the third-party funder's interest in the outcome of the proceedings, and/or whether or not the third-party funder has committed to undertake adverse costs liability;
命令披露当事人关于第三方资助安排的存在和/或第三方资助人的身份, 如果认为适当, 披露第三方资助人就仲裁程序结果可能享有的利益的详细内容, 和/或第三方资助人是否承诺承担不利的费用责任;

- m. proceed with the arbitration notwithstanding the failure or refusal of any Party to comply with these Rules or with the Tribunal's orders or directions or any partial Award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate in relation to such failure or refusal;

即使当事人没有或者拒绝遵守本规则的规定或者仲裁庭的命令、指示或者部分裁决的，或者当事人没有或者拒绝出席任何会议或者开庭的，仍有权继续进行仲裁，并且就该等行为处以仲裁庭认为适当的惩罚；

- n. decide, where appropriate, any issue not expressly or impliedly raised in the submissions of a Party provided such issue has been clearly brought to the notice of the other Party and that other Party has been given adequate opportunity to respond;

在适当的情况下，对在一方当事人提交的书面陈述中未明示或未默示提出的争议焦点作出决定，但其前提是该争议焦点已引起另一方当事人的明确注意，且该方当事人已被给予充分的机会就此进行过答复；

- o. determine the law applicable to any aspect of the arbitration; and

决定仲裁案件任何方面的适用法律；以及

- p. determine any claim of legal or other privilege.

决定有关律师豁免权或者任何其他豁免权的情形。

25. Jurisdiction of the Tribunal

仲裁庭管辖权

- 25.1 If any Party objects to the existence or validity of the arbitration clause, the applicability of these Rules or the competence of SIAC to administer the arbitration, before the Tribunal is constituted, the Registrar shall determine if such objection shall be referred to the Court. If the Registrar so determines, the Court shall decide if it is *prima facie* satisfied that the arbitration shall proceed. The arbitration shall be terminated if the Court is not so satisfied. Any decision by the Registrar or the Court that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

如果在仲裁庭组成之前，当事人对仲裁条款的存在或者有效性提出异议，或者对本规则的可适用性提出异议，或者对新仲管理仲裁案件的资格提出异议，则主簿应当决定是否须将该等异议提交仲裁院。若主簿决定提交，则仲裁院应当依据表面证据决定该仲裁案是否应该继续进行。如果仲裁院认为表面证据不足以得出仲裁程序应当继续进行的结论，则仲裁程序应当终止。主簿或仲裁院所作出的仲裁程序应当继续进行的决定，不影响仲裁庭就自身的管辖权作出决定。

- 25.2 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration clause or the admissibility of any claim or counterclaim. An arbitration clause which forms part of a contract, treaty, statute or other instrument shall be treated as a clause independent of the other terms of the contract, treaty, statute or other instrument. A decision by the Tribunal that the contract, treaty, statute or other instrument is null and void shall not entail *ipso jure* the invalidity of the arbitration clause, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract, treaty, statute or other instrument is non-existent or null and void.

仲裁庭有权决定自己的管辖权，包括对仲裁条款的存在、有效性或范围以及任何仲裁请求或反请求的可受理性的异议作出决定。构成合同、条约、法律或其他文契一部分的仲裁条款，应当作为独立于合同、条约、法律或其他文契中其他条款的单独条款对待。仲裁庭认定合同、条约、法律或其他文契无效，在法律上并不导致仲裁条款无效，仲裁庭不因当事人主张合同、条约、法律或其他文契不存在或无效而丧失对案件的管辖权。

25.3 Any objection that the Tribunal:

向仲裁庭提出异议的期限规定如下：

- a. does not have jurisdiction shall be raised no later than in a Counter-Memorial or in a Rejoinder; or at the equivalent stage of the proceedings, as determined by the Tribunal, if an alternate form of written submissions has been adopted pursuant to Rule 17.1; or

对仲裁庭不具有管辖权的异议，最迟应当在“被申请人陈述”或者“被申请人反驳”中提出；或者如果根据第 17.1 条采用了另一种书面陈述的形式，则最迟应当在仲裁庭确定的仲裁程序的同等阶段中提出；

- b. is exceeding the scope of its jurisdiction shall be raised within 28 days after the matter alleged to be beyond the scope of the Tribunal's jurisdiction arises during the arbitration.

对仲裁庭超越了管辖权的异议，应当在所称越权事项在仲裁程序中出现后的二十八天内提出。

The Tribunal may admit an objection raised by a Party outside the time limits under this Rule 25.3 if it considers the delay justified. A Party is not precluded from raising an objection under this Rule 25.3 by the fact that it has nominated, or participated in the nomination of, an arbitrator.

当事人在超过本第 25.3 条规定期限提出的管辖权异议，仲裁庭认为该延迟有正当理由的，仍可予以受理。当事人已经提名或者参与提名仲裁员的事实，并不妨碍其依据本第 25.3 条的规定提出管辖权异议。

25.4 The Tribunal may rule on an objection referred to in Rule 25.3 either as a preliminary question or in an Award on the merits.

针对第 25.3 条所指的管辖权异议，仲裁庭可以作为先决问题予以裁定，或者在对争端实体的裁决书中予以裁定。

25.5 A Party may rely on a claim or defence for the purpose of a set-off to the extent permitted by these Rules and the applicable law.

当事人可以在本规则和准据法许可的程度内，以仲裁申请或者答辩作为抵销。

26. Early Dismissal of Claims and Defences

早期驳回仲裁申请和答辩

26.1 A Party may apply to the Tribunal for the early dismissal of a claim or defence on the basis that:

基于下列理由，当事人可以向仲裁庭申请早期驳回仲裁申请或答辩：

- a. a claim or defence is manifestly without legal merit;

仲裁申请或答辩明显缺乏法律依据；

- b. a claim or defence is manifestly outside the jurisdiction of the Tribunal; or

仲裁申请或答辩明显超出仲裁庭的管辖范围；或者

c. a claim or defence is manifestly inadmissible.

仲裁申请或答辩明显不可受理。

26.2 An application for the early dismissal of a claim or defence under Rule 26.1 shall state in detail the facts and legal basis supporting the application. The Party applying for early dismissal shall, at the same time as it files the application with the Tribunal, send a copy of the application to the other Party, and shall notify the Tribunal that it has done so, specifying the mode of service employed and the date of service.

依据第 26.1 条请求早期驳回仲裁申请或答辩的，应详细说明支持其申请的事实和法律依据。一方当事人在向仲裁庭提交上述申请的同时，应当向其他当事人发送申请书副本，并通告仲裁庭其已向其他当事人发送文件的情况，以及其发送的方式和发送的日期。

26.3 The Tribunal may, in its discretion, allow the application for the early dismissal of a claim or defence under Rule 26.1 to proceed. If the application is allowed to proceed, the Tribunal shall, after giving the Parties the opportunity to be heard, decide whether to grant, in whole or in part, the application for early dismissal under Rule 26.1.

仲裁庭有权自主决定是否允许当事人根据第 26.1 条的规定提出的申请继续进行。如果允许该申请继续进行，仲裁庭在给予各方当事人发表意见的机会后，应对根据第 26.1 条提出的早期驳回申请作出是否全部或部分同意的决定。

26.4 If the application is allowed to proceed, the Tribunal shall make an order or Award on the application, with reasons, which may be in summary form. The order or Award shall be made within 90 days of the date of filing of the application, unless, in exceptional circumstances, the Registrar extends the time.

如果允许该申请继续进行，仲裁庭应当就该申请作出命令或裁决，并说明理由（可以简要说明）。除特殊情况下主簿同意延长期限外，仲裁庭应当在该申请提交之日起的九十天内作出命令或裁决。

27. Interim and Emergency Interim Relief

临时救济和紧急临时救济

27.1 The Tribunal may, at the request of a Party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate. The Tribunal may order the Party requesting interim relief to provide appropriate security in connection with the relief sought.

当事人申请禁令或者提出其他任何临时救济的，仲裁庭可以发出命令或者作出裁决，给予其认为适当的救济。仲裁庭有权命令请求救济的一方当事人提供与申请救济有关的适合的担保。

27.2 A request for interim relief made by a Party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.

仲裁庭组成之前或者在组庭之后出现例外的情况下，当事人向司法主管机关申请临时救济的行为，与本规则并不冲突。

27.3 If a Party makes a request for interim relief prior to the constitution of the Tribunal, the Registrar may, on the application of either Party, fix time limits for the Parties to file written

submissions on the request. The request for interim relief and any written submissions shall be forwarded to the Tribunal upon its constitution.

如果当事人在仲裁庭组成之前申请临时救济，主簿可以根据任何一方的申请，要求各方当事人在一定期限内就申请提交书面陈述。临时救济申请及任何书面陈述应在仲裁庭组成后转给仲裁庭。

- 27.4 If the Parties expressly agree on the application of the Emergency Arbitrator provisions set forth in Schedule 1, a Party in need of emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.

如果当事人明确同意适用《附则 1》中的紧急仲裁员规定，在仲裁庭组成之前需要紧急临时救济的一方当事人，可以根据《附则 1》规定的程序申请此救济。

28. *Applicable Law, Amiable Compositeur and Ex Aequo et Bono* 适用法律、友好公断人和公允善良原则

- 28.1 The Tribunal shall apply the law or rules of law designated by the Parties as applicable to the substance of the dispute. Failing such designation by the Parties, the Tribunal shall apply the law or rules of law which it determines to be appropriate, including any relevant national laws of any State, any relevant international treaties and custom and general principles of law.

仲裁庭应当适用当事人约定的法律或法规，作为争端实体的准据法；当事人未约定的，仲裁庭应当适用其认为适当的法律或法规，包括任何国家的任何相关国内法、任何相关国际条约和习惯以及一般法律原则。

- 28.2 The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the Parties have expressly authorised it to do so.

只有在当事人明确授权仲裁庭的情况下，仲裁庭才可以作为友好公断人或依公允善良的原则作出裁决。

- 28.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, treaty, statute or other instrument, if any, and shall take into account any applicable usage of trade.

对所有仲裁案件，仲裁庭应当依据合同、条约、法律或其他文契的条款（如有规定）进行裁决，并应当考虑任何适用的商业惯例。

29. *Third-Party Submissions* 第三方陈述

- 29.1 By written notice to the Registrar and the Parties, a Non-disputing Contracting Party may make written submissions to the Tribunal, but only on a question of treaty interpretation that is directly relevant to the dispute. The Tribunal may also, after considering the views of the Parties and having regard to the circumstances of the case, invite written submissions from a Non-disputing Contracting Party under this Rule 29.1.

经书面通知主簿和当事人，非争端缔约方可以向仲裁庭提交书面陈述，但仅限于与争端直接相关的条约解释问题。仲裁庭在考虑当事人的意见以及案件的情况后，也可以邀请非争端缔约方根据本第 29.1 条提交书面陈述。

29.2 By written notice to the Registrar and the Parties, a Non-disputing Contracting Party or Non-disputing Party may apply to the Tribunal for the right to make written submissions regarding a matter within the scope of the dispute. The Tribunal may also, after considering the views of the Parties and having regard to the circumstances of the case, invite written submissions from a Non-disputing Contracting Party or Non-disputing Party under this Rule 29.2.

经书面通知主簿和当事人，非争端缔约方或非争端方可以向仲裁庭申请就争端范围内的某一事项提出书面陈述的权利。仲裁庭在考虑当事人的意见及案件的情况后，也可以邀请非争端缔约方或非争端方根据本第 29.2 条提交书面陈述。

29.3 In determining whether to allow an application under Rule 29.2 to proceed, the Tribunal shall consider the views of the Parties and, among other things, the extent to which:

在决定是否允许根据第 29.2 条提出的申请继续进行时，仲裁庭应考虑当事人的意见，除此之外，还应考虑在何种程度上：

a. the Non-disputing Contracting Party's or Non-disputing Party's written submissions would assist the Tribunal in the determination of a factual or legal issue related to the proceedings by bringing a perspective, particular knowledge or insight that is different from that of the Parties;

通过提出不同于当事人的观点、特定知识或见解，非争端缔约方或非争端方的书面陈述将有助于仲裁庭确定与仲裁程序有关的事实或法律问题；

b. the Non-disputing Contracting Party's or Non-disputing Party's written submissions would only address a matter within the scope of the dispute;

非争端缔约方或非争端方的书面陈述只涉及争端范围内的事项；

c. the Non-disputing Contracting Party or Non-disputing Party has a sufficient interest in the arbitral proceedings and/or any other related proceedings; and

非争端缔约方或非争端方在仲裁程序和/或其他相关程序中有重大利益；以及

d. allowing the written submissions would violate the Parties' right to confidentiality.

允许提交书面陈述将侵犯当事人保密的权利。

29.4 Any Non-disputing Contracting Party or Non-disputing Party that files any written submissions under this Rule 29 shall be deemed to have consented to administration by SIAC in accordance with these Rules and submitted to the authority of the Tribunal.

任何非争端缔约方或非争端方根据本第 29 条提交任何书面陈述的，应被视为已同意由新仲根据本规则进行管理，并由仲裁庭审理。

29.5 The Tribunal may, where appropriate, determine the form and content of any written submissions under this Rule 29. The Parties shall have the right to respond to such written submissions.

在适当的情况下，仲裁庭可以决定根据本第 29 条提交的任何书面陈述的形式和内容。当事人有权对该等书面陈述作出回应。

29.6 The Tribunal shall decide which further written submissions shall be required from a Non-disputing Contracting Party or Non-disputing Party. The Tribunal shall fix the periods of time for communicating such written submissions.

仲裁庭应决定非争端缔约方或非争端方应进一步提交的书面陈述。仲裁庭应确定该等书面陈述提交的期限。

- 29.7 The Tribunal may, if either Party so requests or the Tribunal so decides, hold a hearing for a Non-disputing Contracting Party or Non-disputing Party to elaborate on or be examined on its written submissions.

如果任何一方当事人提出要求或仲裁庭作出决定，仲裁庭可以开庭，以供非争端缔约方或非争端方详细说明其书面陈述或就其书面陈述接受询问。

- 29.8 The Tribunal may order that a Non-disputing Contracting Party or Non-disputing Party be provided with access to documents related to the proceedings, including submissions, evidence, orders, decisions, Awards and any other documents produced by the Parties or any Non-disputing Contracting Party or Non-disputing Party as may be necessary for its participation in the arbitration. The Tribunal shall take appropriate measures to safeguard the confidentiality of information related to the proceedings as set out in Rule 37.

仲裁庭可以命令向非争端缔约方或非争端方提供与仲裁程序有关的文件，包括陈述、证据、命令、决定、裁决以及当事人或任何非争端缔约方或非争端方提交的、对于其参与仲裁程序有必要的任何其他文件。仲裁庭应采取适当措施，按照第 37 条的规定，保障与仲裁程序有关信息的保密性。

- 29.9 The Tribunal shall take reasonable steps to ensure, with respect to all submissions under this Rule 29, that the submissions do not unreasonably disrupt the arbitration or unduly burden or unfairly prejudice any of the Parties.

仲裁庭应采取合理措施，以确保根据本第 29 条提交的所有陈述不会不合理地扰乱仲裁程序或给任何一方当事人造成不合理的负担或不公平的偏袒。

- 29.10 The Tribunal may refer to and rely on a Non-disputing Contracting Party's and/or Non-disputing Party's submissions in its orders, decisions and Awards.

仲裁庭可以在其命令、决定和裁决中引述和依据非争端缔约方和/或非争端方提交的陈述。

30. Award

裁决

- 30.1 The Tribunal shall, as promptly as possible, after consulting with the Parties and upon being satisfied that the Parties have no further relevant and material evidence to produce or submissions to make with respect to the matters to be decided in the Award, declare the proceedings closed. The Tribunal's declaration that the proceedings are closed shall be communicated to the Parties and to the Registrar.

经征询当事人的意见后，如仲裁庭认为当事人对裁决需要决定的事项不再需要提交进一步的、实质性的证据或者提供进一步的陈述意见，则仲裁庭应当尽快宣布审理程序终结。仲裁庭宣布审理程序终结的，应通知当事人和主簿。

- 30.2 The Tribunal may, on its own motion or upon application of a Party but before any Award is made, re-open the proceedings. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the Parties and to the Registrar. The Tribunal shall close any re-opened proceedings in accordance with Rule 30.1.

在裁决书作出之前，仲裁庭有权自行决定或根据当事人的申请，重新启动审理程序。仲裁庭决定重新启动审理程序的，应通知当事人和主簿。仲裁庭应当根据第 30.1 条的规定终结重新启动的审理程序。

- 30.3 Before making any Award, the Tribunal shall submit such Award in draft form to the Registrar. Unless the Registrar extends the period of time or unless otherwise agreed by the Parties, the Tribunal shall submit the draft Award to the Registrar not later than 90 days from the date on which the Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the Award and, without affecting the Tribunal's liberty to decide the dispute, draw the Tribunal's attention to points of substance. No Award shall be made by the Tribunal until it has been approved by the Registrar as to its form.

在仲裁庭作出任何裁决之前，应当将裁决书草案提交主簿。仲裁庭应当在宣布审理程序终结之日起九十天内，向主簿提交裁决书草案，但主簿同意延期或者当事人对裁决期限另有约定的除外。主簿应当在切实可行的情况下尽快提出裁决书草稿格式上的修改建议；在不影响仲裁庭对争端的自主决定权的情况下，主簿也可以提示仲裁庭对实体问题的关注。裁决书草案格式未经主簿核准的，仲裁庭不得作出任何裁决。

- 30.4 The Award shall be in writing and shall state the reasons upon which it is based unless the Parties have agreed that no reasons are to be given.

裁决书应当以书面形式作出。除非当事人同意无需说明理由，裁决书应当说明其裁决所依据的理由。

- 30.5 Unless otherwise agreed by the Parties, the Tribunal may make separate Awards on different issues at different times.

除非当事人另有约定，仲裁庭可以在不同阶段、对不同争议焦点分别作出裁决。

- 30.6 If any arbitrator fails to cooperate in the making of the Award, having been given a reasonable opportunity to do so, the remaining arbitrators may proceed. The remaining arbitrators shall provide written notice of such refusal or failure to the Registrar, the Parties and the absent arbitrator. In deciding whether to proceed with the arbitration in the absence of an arbitrator, the remaining arbitrators may take into account, among other things, the stage of the arbitration, any explanation provided by the absent arbitrator for his refusal to participate and the effect, if any, upon the enforceability of the Award should the remaining arbitrators proceed without the absent arbitrator. The remaining arbitrators shall explain in any Award made the reasons for proceeding without the absent arbitrator.

如果任何仲裁员在给予合理机会后仍对裁决书的作出不予合作，其余仲裁员有权继续进行程序。其余仲裁员应当将该仲裁员拒绝或不予合作的情况书面通知主簿、当事人和该仲裁员。如遇仲裁员不参与程序的情况，在决定是否继续程序时，其余仲裁员可以考虑仲裁程序所处的阶段、不参与程序的仲裁员对拒绝参与程序所做的解释以及在该仲裁员不参与程序的情况下其余仲裁员继续程序对裁决的执行可能产生的影响等事项。其余仲裁员在裁决中应当说明在仲裁员不参与程序的情况下继续程序的理由。

- 30.7 Where there is more than one arbitrator, the Tribunal shall decide by a majority. Failing a majority decision, the presiding arbitrator alone shall make the Award for the Tribunal.

仲裁庭由一名以上仲裁员组成的，应当按照多数意见作出裁决书。未形成多数意见的，应当由首席仲裁员独自作出裁决书。

30.8 The Award shall be delivered to the Registrar, who shall transmit certified copies to the Parties upon full settlement of the costs of the arbitration.

仲裁庭必须提交裁决书给主簿。在所有的仲裁费用均结清之后，主簿应当将认证过的裁决书文本提交给各方当事人。

30.9 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the Parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

对仲裁案涉及的任何给付金额，仲裁庭可以按照当事人的约定，裁定单利或者复利。如当事人未约定利率的，由仲裁庭决定其认为适当的利率。利息计算期限为仲裁庭认为适当的期限。

30.10 In the event of a settlement, and if the Parties so request, the Tribunal may make a consent Award recording the settlement. If the Parties do not require a consent Award, the Parties shall confirm to the Registrar that a settlement has been reached, following which the Tribunal shall be discharged and the arbitration concluded upon full settlement of the costs of the arbitration.

当事人达成和解，且如果当事人提出请求的，仲裁庭可以记录和解协议，并作出合意裁决。如当事人未提出前述请求，当事人可以向主簿确认说明其已达成和解；在所有仲裁费用均结清之后，仲裁庭应当解散，仲裁案件应当完结。

30.11 Subject to Rule 31 (and Schedule 1 if expressly agreed), by agreeing to arbitration under these Rules, the Parties agree that any Award shall be final and binding on the Parties from the date it is made, and undertake to carry out the Award immediately and without delay. The Parties also irrevocably waive their rights to any form of appeal, review or recourse to any State court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

在遵照第 31 条（如当事人明确同意，也应遵照《附则 1》）规定的情况下，当事人通过约定依照本规则进行仲裁，即认可裁决应当是终局裁决，自裁决书作出之日起对各方当事人均具有拘束力，并承诺立即、无延误地履行裁决书。同时，当事人也已经不可撤销地放弃了向任何国家的法院或者其他司法主管机关就裁决书提出任何形式的上诉、司法审查和追诉的权利（限于当事人可以作出有效放弃的权利）。

31. Correction of Awards, Interpretation of Awards and Additional Awards

裁决书的更正、解释和补充裁决

31.1 Within 30 days of receipt of an Award, a Party may, by written notice to the Registrar and the other Party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.

裁决书存在任何计算错误、笔误、打印错误或者类似性质错误的，任何一方当事人在收到裁决书之日起三十天内，经书面通知主簿和其他当事人，可以请求仲裁庭予以更正。仲裁庭认为请求理由正当的，应当在收到书面请求之日起三十天内作出更正。仲裁庭直接在裁决书正本上作出的更正，或者仲裁庭为此单独作出的裁决更正备忘录，均构成裁决书的一部分。

31.2 The Tribunal may correct any error of the type referred to in Rule 31.1 on its own initiative within 30 days of the date of the Award.

仲裁庭在裁决书作出之日起三十天内，可以自行更正第 31.1 条所指的任何错误。

31.3 Within 30 days of receipt of an Award, a Party may, by written notice to the Registrar and the other Party, request the Tribunal to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. If the Tribunal considers the request to be justified, it shall make the additional Award within 45 days of receipt of the request.

如当事人在仲裁程序中提出的仲裁请求未得到裁决，任何一方当事人在收到裁决书之日起三十天内，经书面通知主簿和其他当事人，可以请求仲裁庭作出补充裁决。仲裁庭认为请求理由正当的，应当在收到书面请求之日起四十五天内作出补充裁决。

31.4 Within 30 days of receipt of an Award, a Party may, by written notice to the Registrar and the other Party, request the Tribunal to give an interpretation of the Award. If the Tribunal considers the request to be justified, it shall provide the interpretation in writing within 45 days of receipt of the request. The interpretation shall form part of the Award.

任何一方当事人在收到裁决书之日起三十天内，经书面通知主簿和其他当事人，可以请求仲裁庭就裁决书的内容进行解释。仲裁庭认为请求理由正当的，应当在收到请求之日起四十五天内作出书面的裁决书内容的解释。该解释构成裁决书的一部分。

31.5 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award, interpretation of an Award or an additional Award under this Rule 31.

主簿在必要时有权延长本第 31 条述及的仲裁庭作出裁决书更正、裁决书内容解释或补充裁决的期限。

31.6 The provisions of Rule 30 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional Award made.

裁决书更正、裁决书内容解释以及补充裁决，同样适用本规则第 30 条的规定（但应当作必要或适当的调整）。

32. Fees and Deposits

费用及保证金

32.1 The Tribunal's fees and SIAC's fees shall be ascertained in accordance with the applicable Schedule of Fees in force at the time of commencement of the arbitration. The Parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal.

仲裁庭报酬和新仲费用应当依据仲裁程序开始时适用的《费用表》予以确定。当事人也可以在仲裁庭组成之前约定确定仲裁庭报酬的其他方法。

32.2 The Registrar shall fix the amount of deposits payable towards the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.

主簿应当确定仲裁费用的保证金。申请人和被申请人应各付百分之五十的保证金，但主簿另有指示的除外。主簿可分别确定仲裁请求和反请求所分别需要的保证金。

- 32.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.

如应当缴费时，当事人仍未能确定仲裁请求（或者反请求）索赔事项的争议金额，主簿应当暂估仲裁费用。该暂估的仲裁费用可以根据争端性质及案件情况进行估算。待争议金额嗣后确定后，主簿可对暂估费用作相应的调整。

- 32.4 The Registrar may from time to time direct Parties to make further deposits towards the costs of the arbitration.

主簿有权不定期地要求当事人进一步缴付仲裁费用的保证金。

- 32.5 The Parties are jointly and severally liable for the costs of the arbitration. Any Party is free to pay the whole of the deposits towards the costs of the arbitration should the other Party fail to pay its share.

当事人对仲裁费用的支付承担连带责任。任何一方当事人未支付其应当支付的保证金部分的，另一方可以自愿支付全部的仲裁费用保证金。

- 32.6 If a Party fails to pay the deposits directed by the Registrar either wholly or in part:

当事人未按主簿的指示全部或部分支付保证金时：

- a. the Tribunal may suspend its work and the Registrar may suspend SIAC's administration of the arbitration, in whole or in part; and

仲裁庭有权中止工作，主簿亦有权全部或部分地中止新仲对仲裁程序的管理工作；并且

- b. the Registrar may, after consultation with the Tribunal (if constituted) and after informing the Parties, set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the Party reintroducing the same claims or counterclaims in another proceeding.

主簿经征询仲裁庭（如仲裁庭已经组成）的意见并通知当事人，有权规定当事人的付款期限，且在该期限届满后仍未支付的，应当视为当事人撤回了相关的仲裁请求或者反请求，但不影响该当事人另行申请仲裁程序，重新主张相同的请求或者反请求。

- 32.7 In all cases, the costs of the arbitration shall be finally determined by the Registrar at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Registrar shall finally determine the costs of the arbitration, as set out in Rule 33, in his discretion. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the arbitration determined are less than the deposits made, there shall be a refund in such proportions as the Parties may agree, or failing an agreement, in the same proportions as the deposits were made.

无论何种情况，仲裁费用的金额最终都应由主簿在仲裁程序完结时确定。如果请求和/或者反请求未能被量化，主簿应当根据第 33 条最终自主确定仲裁费用的金额。主簿应当考虑案件的全部情形，包括仲裁程序在完结时已经进展到的阶段。如主簿确定的仲裁费用金额低于已收到的保

证金，应当按照当事人约定的返还比例予以返还；当事人未约定比例的，则按照支付保证金的相同比例予以返还。

32.8 All deposits towards the costs of the arbitration shall be made to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.

仲裁费用的保证金应当支付给新仲、并由新仲保管。保证金滋生之利息由新仲保留。

32.9 In exceptional circumstances, the Registrar may direct the Parties to pay an additional fee, in addition to that prescribed in the applicable Schedule of Fees, as part of SIAC's administration fees.

在特殊情况下，除了根据案件适用的《费用表》所规定的应当支付的费用外，主簿有权要求当事人支付额外的费用，作为新仲的管理费的一部分。

33. Costs of the Arbitration

仲裁费用

33.1 Unless otherwise agreed by the Parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless otherwise agreed by the Parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the Parties. The Tribunal may take into account any third-party funding arrangements in apportioning the costs of the arbitration.

除非当事人另有约定，仲裁庭应当在裁决书中列明仲裁费用的总额。除非当事人另有约定，仲裁庭应当在裁决书中确定各方当事人承担仲裁费用的分摊份额。在确定仲裁费用的分摊份额时，仲裁庭可以考虑第三方资助的情形。

33.2 The term "costs of the arbitration" includes:

“仲裁费用”包括：

a. the Tribunal's fees and expenses and the Emergency Arbitrator's fees and expenses where applicable;

仲裁庭的报酬及开支以及紧急仲裁员（如有）的报酬及开支；

b. SIAC's administrative fees and expenses; and

新仲的管理费及开支；以及

c. the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.

仲裁庭指定专家的费用，以及仲裁庭需要其他合理的协助而产生的费用。

34. Tribunal's Fees and Expenses

仲裁庭的报酬和开支

34.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the applicable Schedule of Fees or, if applicable, with the method agreed by the Parties pursuant to Rule 32.1, and the stage of the proceedings at which the arbitration concluded. In exceptional circumstances, the Registrar may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.

主簿应当根据案件适用的《费用表》或者采用当事人根据第 32.1 条约定的方法（如有），以及仲裁程序完结时所进展到的阶段，决定仲裁庭的报酬。在特殊情况下，主簿可以允许仲裁庭在《费用表》的基础上增加收费。

- 34.2 The Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.

仲裁庭合理的、必要的实际开支和其他津贴，应当根据适用的《实务说明》报销。

35. Party's Legal and Other Costs

当事人的律师费和其他费用

The Tribunal shall have the authority to order in its Award that all or a part of the legal or other costs of a Party be paid by another Party. The Tribunal may take into account any third-party funding arrangements in ordering in its Award that all or a part of the legal or other costs of a Party be paid by another Party.

在裁决书中，仲裁庭有权命令一方当事人承担另一方当事人的全部或者部分的律师费或者其他费用。在裁决书中命令一方当事人承担另一方当事人的全部或者部分律师费或者其他费用时，仲裁庭可以考虑第三方资助的情形。

36. Exclusion of Liability

免责

- 36.1 Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary and any expert, the President, members of the Court, and any directors, officers and employees of SIAC, shall not be liable for any negligence, act or omission in connection with any arbitration administered by SIAC in accordance with these Rules.

任何仲裁员，包括任何紧急仲裁员和仲裁庭指定的任何人员（包括任何行政秘书和专家），以及新仲的院长、仲裁院成员、董事、高级职员和一般雇员，无须就在适用本规则由新仲管理的仲裁中的任何过失、作为或不作为承担责任。

- 36.2 SIAC, including the President, members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by SIAC in accordance with these Rules. The President, any member of the Court, director, officer, employee of SIAC, or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be required to act as a witness in any legal proceedings in connection with any arbitration administered by SIAC in accordance with these Rules.

新仲，包括院长、仲裁院成员、董事、高级职员、一般雇员，或者任何仲裁员，包括任何紧急仲裁员和仲裁庭指定的任何人员（包括任何行政秘书和专家），无义务就适用本规则由新仲管理的仲裁作出任何声明。新仲的院长、任何仲裁院成员、董事、高级职员、一般雇员，或者任何仲裁员，包括任何紧急仲裁员和仲裁庭指定的任何人员（包括任何行政秘书和专家），无需在任何与由新仲管理的、适用本规则的仲裁有关的法律程序中作为证人。

37. Confidentiality

保密

37.1 Unless otherwise agreed by the Parties, any Party, Non-disputing Contracting Party and Non-disputing Party, and any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall at all times treat all matters relating to the proceedings and the Award as confidential. The discussions and deliberations of the Tribunal shall be confidential.

除非当事人另有约定，任何当事人、非争端缔约方及非争端方，以及任何仲裁员，包括任何紧急仲裁员和仲裁庭指定的任何人员（包括任何行政秘书和专家），始终必须对有关仲裁程序的全部事项和仲裁裁决予以保密。仲裁庭对案件的讨论和合议均是保密的。

37.2 Unless otherwise agreed by the Parties, any Party, Non-disputing Contracting Party and Non-disputing Party, and any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not, without the prior written consent of the Parties, disclose to a third party any such matter except:

除非当事人另有约定，在事先未征得各方当事人书面同意的情况下，任何当事人、非争端缔约方及非争端方，以及任何仲裁员，包括任何紧急仲裁员和仲裁庭指定的任何人员（包括任何行政秘书和专家），不得向任何第三方披露任何上述保密事项。但下列情形需要披露的除外：

a. for the purpose of making an application to any competent court of any State to enforce or challenge the Award;

向任何国家有管辖权的法院申请执行裁决或者对裁决提出异议；

b. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;

根据有管辖权的法院发出的命令或者传票；

c. for the purpose of pursuing or enforcing a legal right or claim;

行使或执行一项法定权利或请求权；

d. in compliance with the provisions of the laws of any State which are binding on the party making the disclosure or the request or requirement of any regulatory body or other authority;

为遵守对披露方有约束力的任何国家的法律中的披露规定，或遵照任何政府主管部门或者其他主管机构的要求；

e. for the purpose of facilitating the written submissions or oral submissions of a Non-disputing Contracting Party or a Non-disputing Party under Rule 29 pursuant to an order by the Tribunal with proper notice to the other Parties; or

依照仲裁庭的命令，为便于非争端缔约方或非争端方提交第 29 条规定的书面或口头陈述，且适当地通知了其他当事人；以及

f. pursuant to an order by the Tribunal on application by a Party with proper notice to the other Parties.

依照仲裁庭根据一方当事人提出的申请而作出的命令，且适当地通知了其他当事人。

37.3 In Rule 37.1, “matters relating to the proceedings” includes the pleadings, evidence and other materials in the arbitral proceedings and all other documents produced by another Party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

第 37.1 条所指的“有关仲裁程序的事项”，包括当事人的书面陈述、证据材料以及仲裁程序中的其他材料、所有其他当事人在仲裁程序中提交的全部文件以及在仲裁程序中作出的仲裁裁决书，但不包括任何属于公共领域的事项。

37.4 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a Party breaches the provisions of this Rule 37.

如当事人违反本第 37 条保密的规定，仲裁庭有权采取适当措施，包括作出关于惩罚性措施或者费用的命令或者裁决。

38. Publication

信息公开

38.1 Where the Parties have agreed to arbitration in accordance with these Rules, the Parties shall be deemed to have agreed that SIAC may publish information on proceedings conducted under these Rules.

当事人同意依据本规则进行仲裁的，视为当事人同意新仲公开依据本规则进行的仲裁程序的信息。

38.2 Information that may be published pursuant to Rule 38.1 shall be limited to the nationality of the Parties, the identity and nationality of the members of the Tribunal, the treaty, statute or other instrument under which the arbitration has been commenced, if any, the date of the commencement of the arbitration and whether the proceedings are ongoing or have been terminated. SIAC may also publish redacted excerpts of the reasoning of the Tribunal and redacted decisions by the Court on challenges to arbitrators.

依据第 38.1 条可公开的信息应限于当事人的国籍、仲裁庭成员的身份和国籍、仲裁据以开始的条约、法律或其他文契（如有）、仲裁程序开始日期以及仲裁程序处于进行中还是已终止。新仲还可以公开仲裁庭说理部分的节选（经编纂调整），以及仲裁院关于仲裁员回避申请的决定（经编纂调整）。

38.3 With the express consent of the Parties, SIAC may publish the identity of the Parties, the contract under which the arbitration has been commenced, if any, the identity of the Parties’ counsel, the economic sector and industry to which the dispute relates, the total sum in dispute, details of any procedural steps that have been taken in the proceedings and any orders, directions, decisions and Awards issued in the proceedings.

经当事人明确同意，新仲可以公开当事人的身份、仲裁据以开始的合同（如有）、当事人代理人的身份、争端相关的经济领域及行业、争议总额、仲裁程序中已采取的任何程序步骤的详细信息以及仲裁程序中作出的任何命令、指示、决定以及裁决。

39. Decisions of the President, the Court and the Registrar

院长、仲裁院和主簿作出的决定

39.1 Except as provided in these Rules, the decisions of the President, the Court and the Registrar with respect to all matters relating to an arbitration shall be conclusive and binding upon the Parties and the Tribunal. The President, the Court and the Registrar shall not be required to provide reasons for such decisions, unless the Court determines otherwise or as may be provided in these Rules. The Parties agree that the discussions and deliberations of the Court are confidential.

除本规则另有规定外，院长、仲裁院和主簿所作出的有关仲裁之任何事项的决定，均为终局的，并对当事人和仲裁庭有约束力。院长、仲裁院和主簿无需对他们所作出的决定提供理由，除非仲裁院另有决定或者本规则另有要求。当事人均同意仲裁院对案件的讨论和合议是保密的。

39.2 Save in respect of Rule 13.1 and Rule 25.1, the Parties waive any right of appeal or review in respect of any decisions of the President, the Court and the Registrar to any State court or other judicial authority.

除涉及第 13.1 条和第 25.1 条的情形外，对于院长、仲裁院和主簿作出的任何决定，当事人均放弃向任何国家的法院或者其他司法主管机关提出任何形式的上诉或司法审查的权利。

40. General Provisions

一般规定

40.1 Any Party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of these Rules, or of any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirement under the arbitration clause relating to the constitution of the Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

对于未遵守本规则或适用于仲裁程序的任何其他规则的规定、仲裁庭的任何指示或仲裁条款对仲裁庭组成和仲裁程序进行的任何要求的情形，如当事人未及时提出异议、仍继续进行仲裁的，应当视为当事人已放弃提出异议的权利。

40.2 In all matters not expressly provided for in these Rules, the President, the Court, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.

凡本规则未作明示规定的任何事项，院长、仲裁院、主簿和仲裁庭应当依本规则的精神做出决定，并尽足够合理的努力，确保仲裁能够公正、快捷、经济地完结，保证任何裁决书的可执行性。

40.3 The Registrar may from time to time issue Practice Notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

为了促进本规则项下的仲裁程序的管理，主簿可以不时发布《实务说明》以补充、规范和执行本规则。

40.4 In the event of any discrepancy or inconsistency between the English version of the SIAC Investment Arbitration Rules and any other languages in which the SIAC Investment Arbitration Rules are published, the English version shall prevail.

《新仲投资仲裁规则》的英文版与公布的其他语言文本如存在差异或不一致时，以英文版为准。

SCHEDULE 1
附则 1
EMERGENCY ARBITRATOR
紧急仲裁员

1. If the Parties have expressly agreed on the application of the emergency arbitrator provisions set forth in this Schedule 1, a Party that wishes to seek emergency interim relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal, file an application for emergency interim relief with the Registrar. The Party shall, at the same time as it files the application for emergency interim relief, send a copy of the application to all other Parties. The application for emergency interim relief shall include:

若各方当事人明确同意适用《附则 1》关于紧急仲裁员的规定，需要寻求紧急临时救济的当事人在提交“仲裁通知书”的同时或者之后、仲裁庭组成之前，可以向主簿提交紧急临时救济的申请。该当事人在提交紧急临时救济申请的同时，应当向全部其他当事人发出该申请的副本。紧急临时救济申请应包括如下事项：

- a. the nature of the relief sought;
所申请的救济的性质；
- b. the reasons why the Party is entitled to such relief; and
当事人有权获得该救济的理由；以及
- c. a statement certifying that all other Parties have been provided with a copy of the application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other Parties.

说明已向全部其他当事人提供了该救济申请的副本，或在尚未提供副本的情况下，说明已善意地采取措施以向全部其他当事人提供副本或进行通知。

2. Any application for emergency interim relief shall be accompanied by payment of the non-refundable administration fee and the requisite deposits under these Rules towards the Emergency Arbitrator's fees and expenses for proceedings pursuant to this Schedule 1. In appropriate cases, the Registrar may increase the amount of the deposits requested from the Party making the application. If the additional deposits are not paid within the time limit set by the Registrar, the application shall be considered as withdrawn.

当事人提交紧急临时救济申请，还应当缴纳管理费（不可退还）以及按照本规则需要缴纳的本《附则 1》所规定的紧急仲裁员报酬和开支的保证金。在适当情况下，主簿有权增加申请方缴纳的保证金金额。如果当事人在主簿指令的期限内未支付增加的保证金，将视为该方当事人撤回了其申请。

3. The Court shall, if it determines that SIAC should accept the application for emergency interim relief, seek to appoint an Emergency Arbitrator within one day of receipt by the Registrar of such application and payment of the administration fee and deposits.

当仲裁院决定新仲应当受理紧急临时救济申请的，在主簿收到当事人的申请及其缴付的管理费和保证金之日起的一天内，仲裁院应当指定紧急仲裁员。

4. If the Parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. Failing such an agreement, the seat of the proceedings for emergency interim relief shall be Singapore, without prejudice to the Tribunal's determination of the seat of the arbitration under Rule 18.1.

当事人约定的仲裁地，应被视为紧急临时救济程序的仲裁地。如果未约定仲裁地，紧急临时救济程序的仲裁地应当是新加坡，但这不影响仲裁庭根据第 18.1 条确定仲裁地的权力。

5. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within two days of the communication by the Registrar to the Parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

在接受指定前，紧急仲裁员候选人应当向主簿披露可能导致对其中立性或者独立性产生合理怀疑的任何情形。当事人申请紧急仲裁员回避的，应当在收到主簿发出的关于紧急仲裁员的指定及其披露情况的通知之日起的两天内提出。

6. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the Parties.

紧急仲裁员不得在将来进行的与该争端有关的任何仲裁程序中再担任仲裁员，但当事人另有约定的除外。

7. The Emergency Arbitrator shall, as soon as possible but, in any event, within two days of his appointment, establish a schedule for consideration of the application for emergency interim relief. Such schedule shall provide a reasonable opportunity for the Parties to be heard, but may provide for proceedings by telephone or video conference or on written submissions as alternatives to a hearing in person. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, without prejudice to the Tribunal's determination.

紧急仲裁员应当尽快，且在任何情况下，均应在被指定之日起的两天内，作出有关审理紧急临时救济申请的工作时间表。该工作时间表应当给予当事人合理的陈述意见的机会，并可以规定采用电话会议、视频会议或者提交书面陈述的审理方式进行该程序，以替代需要亲自出庭的方式。紧急仲裁员具有本规则赋予仲裁庭的各项权力（包括自裁管辖权的权力），但不影响此后的仲裁庭的决定。

8. The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary, including preliminary orders that may be made pending any hearing, telephone or video conference or written submissions by the Parties. The Emergency Arbitrator shall give summary reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the preliminary order, the interim order or Award for good cause.

紧急仲裁员有权作出其认为必要采取的临时措施的命令或裁决，包括在任何开庭审理、电话会议、视频会议或者当事人提交书面陈述之前可以作出的初步命令。紧急仲裁员应当以书面方式写明其决定的简要理由。紧急仲裁员有合理理由时，可以对初步命令、临时命令或者裁决作出修改或予以废止。

9. The Emergency Arbitrator shall make his interim order or Award within 14 days from the date of his appointment unless, in exceptional circumstances, the Registrar extends the time. No

interim order or Award shall be made by the Emergency Arbitrator until it has been approved by the Registrar as to its form.

紧急仲裁员应当在被指定后十四天内作出临时命令或者裁决；在特殊情况下，主簿可以延长期限。主簿同意临时命令或裁决的形式后，紧急仲裁员方可作出临时命令或裁决。

10. The Emergency Arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate any interim order or Award issued by the Emergency Arbitrator, including a ruling on his own jurisdiction. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or Award or when the Tribunal makes a final Award or if the claim is withdrawn.

仲裁庭组成后，紧急仲裁员不得再行使任何权力。对于紧急仲裁员作出的任何临时命令或裁决（包括紧急仲裁员对其自身管辖权的决定），仲裁庭可以再作考虑、进行修改或者予以废止。紧急仲裁员决定的理由，对仲裁庭没有拘束力。如果在紧急仲裁员的命令或者裁决作出之日起九十天内仲裁庭仍未组成的，或仲裁庭作出了终局裁决，或申请人撤回了申请，紧急仲裁员作出的任何临时命令或裁决在上述任何情况下均应失去拘束力。

11. Any interim order or Award by the Emergency Arbitrator may be conditioned on provision by the Party seeking such relief of appropriate security.

紧急仲裁员作出的任何临时命令或裁决，可以要求申请救济的当事人提供适当的担保作为条件。

12. The Parties agree that an order or Award by an Emergency Arbitrator pursuant to this Schedule 1 shall be binding on the Parties from the date it is made, and undertake to carry out the interim order or Award immediately and without delay. The Parties also irrevocably waive their rights to any form of appeal, review or recourse to any State court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

当事人同意，紧急仲裁员根据本《附则 1》作出的命令或者裁决，发出后即对当事人产生拘束力，并承诺立即、无延迟地遵守临时命令或裁决。当事人不可撤销地放弃向任何国家的法院或其他司法主管机关针对该裁决提出上诉、司法审查或追诉的权利（限于当事人可以作出有效放弃的权利）。

13. The costs associated with any application pursuant to this Schedule 1 may initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

根据本《附则 1》提出的任何申请产生的费用，由紧急仲裁员初步确定当事人承担费用的分摊份额，但费用最终应当以仲裁庭决定的分摊份额为准。

14. These Rules shall apply as appropriate to any proceeding pursuant to this Schedule 1, taking into account the urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal, review or recourse. The Registrar may abbreviate any time limits under these Rules in applications made pursuant to proceedings commenced under Rule 27.4 and Schedule 1.

任何依据本《附则 1》进行的仲裁程序，应当在合适的情况下，适用本规则，并考虑程序的紧迫性。紧急仲裁员有权决定如何适用本规则是合适的，此决定是终局决定，不可上诉、司法审

查或追诉。对于根据第 27.4 条和本《附则 1》提出的申请，主簿有权缩短本规则规定的任何期限。

SCHEDULE OF FEES

费用表

(All sums stated are in Singapore dollars)

(本费用表中的金额单位均为新加坡元)

This Schedule of Fees is effective as of 1 January 2017 and is applicable to all arbitrations commenced under the SIAC Investment Arbitration Rules on or after 1 January 2017.

本费用表于 2017 年 1 月 1 日起施行，适用于所有自 2017 年 1 月 1 日起或之后依据《新仲投资仲裁规则》开始的仲裁案件。

FILING FEE+ (Non-Refundable)

登记费+ (不可退还)

Singapore Parties 新加坡当事人	S\$2,140*
Overseas Parties 外国当事人	S\$2,000

+ A filing fee is applicable to all arbitrations conducted pursuant to and administered by SIAC in accordance with the SIAC Investment Arbitration Rules, and to each claim or counterclaim.

+ 登记费适用于按照《新仲投资仲裁规则》进行并由新仲管理的所有仲裁案件，仲裁请求和反请求分别计缴。

* Fee includes 7% GST.

*含 7% 消费税。

ADMINISTRATION FEES

管理费

The administration fee calculated in accordance with the Schedule below applies to all arbitrations conducted pursuant to and administered by SIAC in accordance with the SIAC Investment Arbitration Rules and is the maximum amount payable to SIAC.

根据如下费用表计算的管理费适用于按照《新仲投资仲裁规则》进行并由新仲管理的所有仲裁案件，并且为付给新仲的最高金额。

Sum in Dispute (S\$)	Administration Fees (S\$)
Up to 50,000	3,800
50,001 to 100,000	3,800 + 2.200% excess over 50,000
100,001 to 500,000	4,900 + 1.200% excess over 100,000
500,001 to 1,000,000	9,700 + 1.000% excess over 500,000
1,000,001 to 2,000,000	14,700 + 0.650% excess over 1,000,000
2,000,001 to 5,000,000	21,200 + 0.320% excess over 2,000,000
5,000,001 to 10,000,000	30,800 + 0.160% excess over 5,000,000
10,000,001 to 50,000,000	38,800 + 0.095% excess over 10,000,000
50,000,001 to 80,000,000	76,800 + 0.040% excess over 50,000,000
80,000,001 to 100,000,000	88,800 + 0.031% excess over 80,000,000
Above 100,000,000	95,000

争议总额 (S\$)	管理费 (S\$)
50,000 以下 (含五万)	3,800
50,001 - 100,000	$3,800 + 2.200\% \times (\text{争议总额} - 50,000)$
100,001 - 500,000	$4,900 + 1.200\% \times (\text{争议总额} - 100,000)$
500,001 - 1,000,000	$9,700 + 1.000\% \times (\text{争议总额} - 500,000)$
1,000,001 - 2,000,000	$14,700 + 0.650\% \times (\text{争议总额} - 1,000,000)$
2,000,001 - 5,000,000	$21,200 + 0.320\% \times (\text{争议总额} - 2,000,000)$
5,000,001 - 10,000,000	$30,800 + 0.160\% \times (\text{争议总额} - 5,000,000)$
10,000,001 - 50,000,000	$38,800 + 0.095\% \times (\text{争议总额} - 10,000,000)$
50,000,001 - 80,000,000	$76,800 + 0.040\% \times (\text{争议总额} - 50,000,000)$
80,000,001 - 100,000,000	$88,800 + 0.031\% \times (\text{争议总额} - 80,000,000)$
100,000,000 以上	95,000

The administration fee does not include the following:

管理费不包括下列费用：

- Fees and expenses of the Tribunal;
仲裁庭的报酬和开支；
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription and interpretation services); and
与庭审相关的设施使用费用及其他辅助服务费用（例如庭审室、庭审设备、庭审记录和翻译等费用）；以及
- SIAC's administrative expenses.
新仲的管理开支。

SIAC will charge a minimum administration fee of S\$3,800, payable for all cases conducted pursuant to and administered by SIAC in accordance with the SIAC Investment Arbitration Rules, unless the Registrar otherwise determines.

针对按照《新仲投资仲裁规则》进行并由新仲管理的的所有案件，新仲都将收取最低 3,800 新币的管理费，除非主簿另行决定。

ARBITRATOR'S FEES

仲裁员报酬

For arbitrations conducted pursuant to and administered by SIAC in accordance with the SIAC Investment Arbitration Rules, the fee calculated in accordance with the Schedule below is the maximum amount payable to each arbitrator, unless the Parties have agreed to an alternative method of determining the Tribunal's fees pursuant to Rule 32.1.

除非当事人根据第 32.1 条对于如何决定仲裁庭的报酬另有约定，否则下述费用表应适用于按照《新仲投资仲裁规则》进行并由新仲管理的仲裁案件。根据下述费用表计算的费用为付给每位仲裁员的最高金额。

Sum in Dispute (S\$)	Arbitrator's Fees (S\$)
Up to 50,000	6,250
50,001 to 100,000	6,250 + 13.800% excess over 50,000
100,001 to 500,000	13,150 + 6.500% excess over 100,000
500,001 to 1,000,000	39,150 + 4.850% excess over 500,000
1,000,001 to 2,000,000	63,400 + 2.750% excess over 1,000,000
2,000,001 to 5,000,000	90,900 + 1.200% excess over 2,000,000
5,000,001 to 10,000,000	126,900 + 0.700% excess over 5,000,000
10,000,001 to 50,000,000	161,900 + 0.300% excess over 10,000,000
50,000,001 to 80,000,000	281,900 + 0.160% excess over 50,000,000
80,000,001 to 100,000,000	329,900 + 0.075% excess over 80,000,000
100,000,001 to 500,000,000	344,900 + 0.065% excess over 100,000,000
Above 500,000,000	605,000 + 0.040% excess over 500,000,000 up to a maximum of 2,000,000

争议总额(S\$)	仲裁员报酬 (S\$)
50,000 以下 (含五万)	6,250
50,001 - 100,000	6,250 + 13.800% × (争议总额 - 50,000)
100,001 - 500,000	13,150 + 6.500% × (争议总额 - 100,000)
500,001 - 1,000,000	39,150 + 4.850% × (争议总额 - 500,000)
1,000,001 - 2,000,000	63,400 + 2.750% × (争议总额 - 1,000,000)
2,000,001 - 5,000,000	90,900 + 1.200% × (争议总额 - 2,000,000)
5,000,001 - 10,000,000	126,900 + 0.700% × (争议总额 - 5,000,000)
10,000,001 - 50,000,000	161,900 + 0.300% × (争议总额 - 10,000,000)
50,000,001 - 80,000,000	281,900 + 0.160% × (争议总额 - 50,000,000)
80,000,001 - 100,000,000	329,900 + 0.075% × (争议总额 - 80,000,000)
100,000,001 - 500,000,000	344,900 + 0.065% × (争议总额 - 100,000,000)
500,000,000 以上	605,000 + 0.040% × (争议总额 - 500,000,000) 最高仲裁员报酬至 2,000,000

EMERGENCY INTERIM RELIEF FEES

紧急临时救济的费用

The following fees shall be payable in an application for emergency interim relief under Rule 27.4 and Schedule 1 to the SIAC Investment Arbitration Rules:

当事人依据《新仲投资仲裁规则》第 27.4 条以及《附则 1》申请紧急临时救济的，应当支付下列费用：

An application under Rule 27.4 and Schedule 1 must be accompanied by a payment of the following: 依据第 27.4 条以及《附则 1》提出申请时，申请人须一并支付如下费用：

1. **Administration Fee for Emergency Arbitrator Applications (Non-Refundable):**
申请紧急仲裁员的管理费（不可退还）

Singapore Parties 新加坡当事人	S\$5,350*
Overseas Parties 外国当事人	S\$5,000

*Fee includes 7% GST.

*含7%消费税。

2. **Emergency Arbitrator's Fees and Deposits:** The deposits towards the Emergency Arbitrator's fees and expenses shall be fixed at S\$30,000, unless the Registrar determines otherwise pursuant to Schedule 1 to these Rules. The Emergency Arbitrator's fees shall be fixed at S\$25,000, unless the Registrar determines otherwise pursuant to Schedule 1 to these Rules.
紧急仲裁员的报酬和保证金。 紧急仲裁员的报酬和开支的保证金固定为 30,000 元新币，除非主簿根据本规则《附则 1》另行决定。紧急仲裁员的报酬固定为 25,000 元新币，除非主簿依据本规则《附则 1》另行决定。

CHALLENGE FEE (Non-Refundable)

申请仲裁员回避的费用（不可退还）

A Party submitting a notice of challenge shall make payment of the following challenge fee pursuant to Rule 12.3:

申请仲裁员回避的当事人应当根据第 12.3 条支付下列申请费：

Singapore Parties 新加坡当事人	S\$8,560*
Overseas Parties 外国当事人	S\$8,000

*Fee includes 7% GST.

*含7%消费税。