



CAJAC RULES

中非联合仲裁中心规则

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# CHAPTER 1 GENERAL PROVISIONS

## 第一章 总则

### Article 1 Arbitration Institution

#### 第一条 仲裁机构

1.1 The China Africa Joint Arbitration Centre (CAJAC) has been established at the instance of the Forum of China Africa Cooperation (FOCAC) to administer the resolution of international disputes arising between Chinese and African entities having the principal residence, place of business, nationality located in China or a country in Africa.

中非联合仲裁中心是由中非合作论坛设立的仲裁机制，旨在受理住所、营业地点、国籍位于中国或非非洲国家的中非主体间的国际争议。

1.2 CAJAC operates through its accredited Centres in China and Africa to provide fully administered processes by way of mediation, conciliation and arbitration for the resolution of those disputes which are referred by the parties to CAJAC. All accredited CAJAC Centres are listed in Appendix A hereto.

中非联合仲裁中心经由其在中国和非洲的挂牌中心提供全面的调解、调停和仲裁程序管理，解决当事人提交中非联合仲裁中心的争议。本规则附件A为中非联合仲裁中心的挂牌中心名单。

1.3 The parties may refer their dispute to any accredited CAJAC Centre identified by them in writing, or to CAJAC without identifying any particular Centre, in which case the CAJAC Centre which accepts the request for arbitration shall administer the case.

当事人可通过书面形式，将争议提交中非联合仲裁中心的任一挂牌中心，若当事人将争议提交中非联合仲裁中心而未指明某一个特定中心，则由申请人提交仲裁申请的中非联合仲裁中心的挂牌中心管理案件。

1.4 Each CAJAC Centre has its own Secretariat which has the responsibility for all administered aspects of the process. The Secretariat also acts as the appropriate chain of communication between the parties and the Tribunal before and after any hearing, and will intervene whenever necessary in accordance with its powers and functions as set out in these Rules.

中非联合仲裁中心的各中心均有其秘书处，负责程序管理的各个方面。秘书处也是开庭前及开庭后当事人和仲裁庭之间的沟通渠道，并将根据本规则赋予的权力和功能在必要之时对程序予以参与。

### Article 2 Jurisdiction

#### 第二条 管辖权

Where a party approaches a CAJAC Centre in terms of an arbitration agreement to resolve a dispute in terms of that agreement or the parties to a dispute approach a CAJAC Centre to resolve a dispute, that Centre shall have jurisdiction if the matter is arbitrable under the

law of the place of arbitration agreed to by the parties or failing which under the mandatory law applicable at the domicile of that Centre.

如果一方当事人根据仲裁协议向某一中非联合仲裁中心提出相关争议的仲裁申请，或者当事人向某一中非联合仲裁中心寻求解决争议的方案，且根据当事人约定的仲裁地的法律或适用于该中心所在地的强制性法律，该事项是可仲裁的，则该中心有权对争议事项进行仲裁。

### Article 3 Scope of Application

#### 第三条 规则适用

These Rules are the standard Rules applied by all CAJAC Centres in arbitration matters. Each Centre will have its own Local Rules to supplement the Standard Rules and the Local Rules may deal with matters specified to be dealt with in this way in the Standard Rules, matters dealt with in the Standard Rules in a way contrary to mandatory rules of law applicable to arbitrations administered by that Centre or matters not dealt with in the Standard Rules. To the extent that a Centre has not made Local Rules, its Rules for International Arbitration will apply, except to the extent to which they conflict with a valid Standard Rule.

本规则是所有中非联合仲裁中心受理仲裁案件时适用的标准规则。每个中心将制定本地规则以补充标准规则。标准规则中明确规定按本地规则处理的事项，标准规则中规定的处理方式与受案中心所在地的强制性法律法规相冲突的事项，以及标准规则中未涉及的事项，均按本地规则处理。如果一个中心没有制定本地规则，其国际仲裁规则将适用，除非它们与有效的标准规则相冲突。

### Article 4 Place of Arbitration

#### 第四条 仲裁地

4.1 Where the parties have agreed on the place of arbitration, the parties' agreement shall prevail.

当事人约定仲裁地的，从其约定。

4.2 Where the parties have not agreed on the place of arbitration, the place of arbitration shall be the domicile of the CAJAC Centre which accepts the request. The CAJAC Centre may also determine the place of arbitration to be a location other than the domicile of the CAJAC Centre in regard to the circumstances of the case.

当事人对仲裁地没有约定的，以受理案件的中非联合仲裁中心所在地为仲裁地。受案的中非联合仲裁中心也可根据案件的具体情况确定其他地点为仲裁地。

4.3 The arbitral award shall be deemed to be made at the place of arbitration.

仲裁裁决应视为在仲裁地作出。

## Article 5 Language of Arbitration

### 第五条 仲裁语言

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

当事人约定仲裁语言的，从其约定。

5.2 In the absence of such agreement, prior to the formation of the arbitral tribunal, the CAJAC Centre shall determine the initial language to be used in the arbitration proceedings, due regard being given to the relevant circumstances including the language of the contract. After the composition of the arbitral tribunal, the language shall be determined by the arbitral tribunal.

当事人对仲裁语言没有约定的，在仲裁庭组成前，受案的中非联合仲裁中心可以考虑案件所涉合同的语言等因素决定仲裁程序初步适用的仲裁语言。仲裁庭组成之后，由仲裁庭决定适用的仲裁语言。

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

当事人约定使用一种以上的语言的，仲裁庭在征得当事人同意后可决定采用其中一种语言。如果当事人无法达成一致意见，仲裁程序可以按照当事人约定的多种语言进行，因此而增加的相关费用由当事人承担。

5.4 Where a party or its representative or witness requires an interpreter at an oral hearing, the party shall provide or request the CAJAC Centre to provide an interpreter(s). The resulting additional costs of the interpretation provided by the CAJAC Center shall be borne by the parties.

仲裁庭口头审理时，当事人或其代理人或证人需要翻译的，当事人应自行提供翻译，或请求受案的中非联合仲裁中心提供翻译，由中非联合仲裁中心提供翻译而增加的相关费用由当事人承担。

5.5 The arbitral tribunal or the CAJAC Centre may, if it considers it necessary, require the parties to submit a corresponding translation or an abstract of the translation of their documents and evidence in the language(s) of the arbitration.

仲裁庭或受案的中非联合仲裁中心在认为必要时，可要求当事人对其文件或证据提交仲裁适用语言的译本或节译本。

5.6 The arbitral award shall be made in the language(s) determined under the Paragraph 1, 2 or 3 of this Article.

仲裁裁决应当以本条第1、2或3款确定的仲裁语言作出。

## Article 6 Bona Fide Cooperation

### 第六条 诚信合作

All the parties and their representatives shall proceed with the arbitration in a bona fide and cooperative manner.

当事人及其代理人应当以诚信合作的方式开展仲裁。

## CHAPTER II ARBITRATION AGREEMENTS AND JURISDICTION

### 第二章 仲裁协议及管辖权

## Article 7 Arbitration Agreements

### 第七条 仲裁协议

7.1 An arbitration agreement means an arbitration clause in a contract or any other form of written agreement concluded between the parties providing for arbitration.

仲裁协议是指在合同中订明的仲裁条款，或当事人之间约定仲裁达成的其他形式的书面协议。

7.2 An arbitration agreement may be concluded between the parties either before or after the occurrence of the dispute.

仲裁协议可由当事人在争议发生之前达成，也可在争议发生之后达成。

7.3 An arbitration agreement shall be in writing, which includes but not limited to, a memorandum of contract, letter or electronic message (including telex, facsimile, electronic mail and

electronic data interchange), etc. which is capable of expressing its contents in a tangible form.

仲裁协议应当采取书面形式，包括但不限于合同备忘录、信件或电子信息（包括电传、传真、电子邮件和电子数据交换）等可以有形表现所载内容的形式。

7.4 It shall be deemed that there is an arbitration agreement in writing:

有下列情形之一的，应视为存在书面仲裁协议：

a) where its existence is asserted by one party and not denied by the other during the exchange of the Request for Arbitration and the Statement of Defence;

在当事人交换仲裁申请书和仲裁答辩书的过程中，一方当事人声称有仲裁协议而另一方当事人未予否认的；



- b) where one party submits the dispute to CAJAC or to a CAJAC Centre for arbitration and the other party expresses its agreement on arbitration in writing;

一方当事人向中非联合仲裁中心或中非联合仲裁中心的某一挂牌中心申请仲裁而另一方当事人书面表示同意仲裁的；

- c) where one party undertakes in writing to submit the dispute to CAJAC or to a CAJAC Centre for arbitration and the other party submits the dispute to CAJAC or to that CAJAC Centre for arbitration; or

一方当事人作出愿意将争议提交中非联合仲裁中心或中非联合仲裁中心的某一个中心的书面承诺，另一方当事人向中非联合仲裁中心或上述书面承诺所载的同一个中非联合仲裁中心申请仲裁的；

- d) where the parties sign the record of oral hearings or other documents jointly during the arbitration proceedings, stating their agreement to arbitrate in the CAJAC Centre.

当事人在仲裁过程中共同签署庭审记录或其他文件，其中声明当事人同意在受案的中非联合仲裁中心进行仲裁的。

当事人一方可以就仲裁协议的存在、效力等问题为由，向受案的中非联合仲裁中心提出对仲裁案件管辖权的异议；

- 9.2 An objection to jurisdiction shall be raised in writing no later than the date for filing of the defence to the claim, or to the counterclaim. Where a case is to be decided on the basis of documents only, such objection shall be raised in writing before the expiry of the time-limit for the submission of the first defence. If a party fails to raise such objection timeously, it shall be deemed to have agreed to the jurisdiction of the CAJAC Centre.

管辖权异议应当于提交仲裁请求答辩或反请求答辩的期限届满前，以书面形式提出。书面审理的案件，管辖权异议应当在提交首次答辩的期限届满前以书面形式提出。如果当事人未能及时提出管辖权异议，则视为承认受案的中非联合仲裁中心的管辖权。

- 9.3 The CAJAC Centre or the arbitral tribunal authorised by the CAJAC Centre, shall have the power to decide on the jurisdiction. The arbitral tribunal may make its decision on jurisdiction either during the arbitration proceedings or in the arbitral award.

受案的中非联合仲裁中心或该中心授权的仲裁庭有权对管辖权作出决定。仲裁庭可以在仲裁程序过程中对管辖权作出决定，也可在裁决书中对管辖权作出决定。

- 9.4 The CAJAC Centre or the arbitral tribunal authorised by the CAJAC Centre shall decide to dismiss the case upon finding that the CAJAC Centre has no jurisdiction. Where a case is to be dismissed before the formation of the arbitral tribunal, the decision shall be made by the CAJAC Centre. Where the case is to be dismissed after the formation of the arbitral tribunal, the decision shall be made by the arbitral tribunal. The objection to jurisdiction shall not affect the proceeding continuance of the arbitration proceedings.

受案的中非联合仲裁中心或该中心授权的仲裁庭对案件作出无管辖权决定的，案件应当撤销。在仲裁庭组成前，由受案的中非联合仲裁中心作出撤销案件的决定；在仲裁庭组成后，由仲裁庭作出撤销案件的决定。管辖权异议不影响仲裁程序的进行。

## Article 8 Independence of Arbitration Agreements

### 第八条 仲裁协议的独立性

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

合同中的仲裁条款或附属于合同的仲裁协议应看作相对于合同的其他条款独立及单独存在。合同不成立、未生效、无效、失效、被撤销、变更、解除、中止、终止、转让或无法履行，均不影响仲裁协议的效力。

## Article 9 Objection to Jurisdiction and Decision on Jurisdiction

### 第九条 对管辖权的异议和管辖权的决定

- 9.1 A party may raise its objection to jurisdiction over an arbitral case to the CAJAC Centre on grounds such as the existence or validity of an arbitration agreement.

# CHAPTER III COMMENCEMENT OF ARBITRATION PROCEEDINGS

## 第三章 仲裁程序的开始

### Article 10 Request for Arbitration

#### 第十条 申请仲裁

10.1 A party applying for arbitration shall submit a Request for Arbitration to the designated CAJAC Centre.

申请仲裁的当事人应向特定的中非联合仲裁中心提交仲裁申请书。

10.2 The Request for Arbitration shall include:

仲裁申请书应包括以下内容:

a) the names and addresses, telephone and facsimile numbers, electronic mail addresses and other contact details of the parties and of their representative(s);

双方当事人及其代理人的名称和地址、电话号码、传真号码、电子邮箱及其他联系方式;

b) a copy of the arbitration agreement that is relied upon;

申请仲裁所依据的仲裁协议;

c) the statement of claim;

仲裁请求;

d) the facts, grounds and legal submissions in full on which the claim is based; and

仲裁请求所依据的事实、理由和法律依据;

e) the signature and/or the seal affixed by the Claimant or its authorised representative(s).

申请人或申请人授权的代理人的签名或印章。

10.3 All evidentiary materials in support of the claim and for the identification of the Claimant shall also be attached to the Request for Arbitration.

仲裁申请书还应附具仲裁请求所依据的证明材料和仲裁申请人的主体资格证明材料。

10.4 The Request for Arbitration shall be accompanied by payment of the arbitration fees according to the Schedules of Arbitration Fees attached with these Rules.

提交仲裁申请书的同时应按照本规则附则《仲裁费用表》的规定缴纳仲裁费。

10.5 The arbitration proceedings shall commence on the day on which the designated CAJAC Centre receives the Request for Arbitration, subject to receipt by the said CAJAC Centre of the arbitration fee.

仲裁程序自特定仲裁中心收到仲裁申请书, 并收到仲裁费之日开始。

### Article 11 Acceptance of a Case

#### 第十一条 受理

After the Claimant submits a Request for Arbitration and its attachments, and makes advance payment of arbitration fees under Article 20 of these Rules, the CAJAC Centre designated by the parties shall accept the case if it finds the required formalities complete. Otherwise, the CAJAC Centre may request the Claimant to complete them within a specified time period. If the formalities remain incomplete upon the expiry of the specified time period, it shall be deemed that no request for arbitration has been made.

申请人提交仲裁申请书及其附件, 并按照本规则第二十条的规定预缴仲裁费后, 当事人双方指定的受案中心确认申请仲裁的手续已完备的, 该中心将予以受理。手续不完备的, 受案中心可以要求申请人在一定期限内予以完备。逾期不完备的, 视为申请人未提出仲裁申请。

### Article 12 Notice of Arbitration

#### 第十二条 仲裁通知

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

受案的中非联合仲裁中心受案后, 将仲裁通知连同仲裁规则和中非联合仲裁中心仲裁员名册发送给双方当事人, 申请人提交的仲裁申请书及其附件也同时转发给被申请人。

### Article 13 Statement of Defence

#### 第十三条 答辩

13.1 The Respondent shall file the Statement of Defence in writing within thirty (30) days from the date upon receipt of the Notice of Arbitration.

被申请人应在收到仲裁通知之日起三十(30)日内提交答辩书。

13.2 The Statement of Defence shall include:

答辩书应包括以下内容:

a) the names and addresses, telephone and facsimile numbers, electronic mail addresses and other contact details of the Respondent and its representative(s);

被申请人及其代理人的名称和地址、电话号码、传真号码、电子邮箱及其他联系方式；

b) the defence, setting forth the facts, grounds and legal submissions in full on which the defence is based; and

答辩意见，并详细写明所依据的事实、理由和法律依据；

c) the signature and/or the seal affixed by the Respondent or its authorised representative(s).

被申请人或被申请人授权的代理人的签名或印章。

13.3 Evidentiary materials in support of the defence and for the identification of the Respondent shall also be attached to the Statement of Defence.

答辩书应当附具答辩意见所依据的证明材料和被申请人的身份证明材料。

13.4 Where the Respondent applies for an extension of time, if the arbitral tribunal deems any justified reasons exist, the arbitral tribunal may decide to grant an extension. Where the arbitral tribunal has not yet been formed, the decision on whether to grant the extension of the time period shall be made by the CAJAC Centre.

被申请人申请延期答辩时，如果仲裁庭认为有正当理由，仲裁庭可予以延期。如果仲裁庭尚未组成，由受案的中非联合仲裁中心决定是否予以延期。

13.5 Failure by the Respondent to file a Statement of Defence shall not affect the conduct of the arbitration proceedings.

若被申请人未能提交答辩书，不影响仲裁程序继续进行。

## Article 14 Counterclaim

### 第十四条 反请求

14.1 The Respondent shall submit a counterclaim, if any, in writing within thirty (30) days from the date of receipt of the Notice of Arbitration. If the Respondent fails to submit a counterclaim within the above period, the decision on whether to accept a late counterclaim shall be made by the CAJAC Centre before the formation of the arbitral tribunal or by the arbitral tribunal after it is formed.

被申请人如果有反请求，应当自收到仲裁通知之日起三十（30）日内以书面形式提出。如果被申请人未能在上述规定期限内提交反请求，则仲裁庭组成前由受案的中非联合仲裁中心决定是否受理逾期反请求，仲裁庭组成后由仲裁庭决定是否受理逾期反请求。

14.2 The provisions of Articles 10-11 of these Rules shall apply mutatis mutandis to the submission and acceptance of a counterclaim.

反请求的提出和受理，参照本规则第十条和第十一条的规定办理。

14.3 The CAJAC Centre shall send a Notice of Acceptance of Counterclaim to the parties if it finds the required formalities for the counterclaim submitted by the Respondent complete.

受案的中非联合仲裁中心认为被申请人提出反请求的手续已完备的，向双方当事人发出反请求受理通知。

14.4 The provision of Article 13 of these Rules shall apply mutatis mutandis to the defence of counterclaim by the Claimant.

申请人对反请求的答辩，参照本规则第十三条的规定办理。

## Article 15 Amendments to the Claim or Counterclaim

### 第十五条 变更仲裁请求或反请求

15.1 Any party may apply in writing to amend its claim or counterclaim.

任何一方当事人可书面申请变更仲裁请求或反请求。

15.2 The decision to grant the application for such amendments shall be made by the CAJAC Centre before the formation of the arbitral tribunal or by the arbitral tribunal after it is formed. The CAJAC Centre or the arbitral tribunal has the power to reject such amendments if it considers that the amendments will delay the arbitration proceedings, be unfair to the other party or result in other circumstances that may not be appropriate for such amendments. The amendments to the arbitration claim or counterclaim shall not affect the continuation of the arbitration proceedings.

是否同意变更，在仲裁庭组成前由受案的中非联合仲裁中心决定，在仲裁庭组成后由仲裁庭决定。如果受案的中非联合仲裁中心或仲裁庭认为变更会造成仲裁程序的延误、对另一方当事人造成不公或导致其他不宜变更的情形，则有权拒绝变更。变更仲裁请求或反请求不影响仲裁程序的继续。

15.3 The provisions of Articles 10-13 of these Rules shall apply mutatis mutandis to the submission of, acceptance of, and defence to the amendments to the claim or the counterclaim.

变更仲裁请求或反请求的提出、受理及答辩，应参照本规则第十条至第十三条的规定办理。

## Article 16 Single Arbitration on Multiple Contracts

### 第十六条 多份合同的单次仲裁

16.1 Claims arising from more than one contract, a principal contract and its subordinate contract(s), or a contract and its related contract(s) between the same parties may be jointly made in a single arbitration, if it is agreed under all arbitration agreements of the multiple contracts to refer the disputes to arbitration to the same CAJAC Centre and the relevant disputes arise from the same transaction or a series of transactions.

相同当事人之间因多份合同、主从合同或合同及其关联合同引起的争议，如果上述多重合同的仲裁协议均同意



将争议提交同一个中非联合仲裁中心进行仲裁，并且相关争议是由同一交易或同一系列交易所引起的，则可在单次仲裁中提出多重请求。

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

被申请人提出异议的，由受案的中非联合仲裁中心或该中心授权的仲裁庭作出决定。

## Article 17 Consolidation of Arbitrations

### 第十七条 合并仲裁

17.1 With the written consent by all parties, the CAJAC Centre may consolidate two or more pending arbitrations into a single arbitration to be decided by one arbitral tribunal.

经双方当事人书面同意，受案的中非联合仲裁中心可以将两个或两个以上未结案的仲裁案件合并为一个仲裁案件，由同一仲裁庭进行审理。

17.2 Unless otherwise agreed by all the parties, the arbitrations shall be consolidated into the arbitration that commenced first.

除非双方当事人另有约定，合并的仲裁案件应并入最先开始仲裁程序的仲裁案件。

17.3 Following the consolidation of arbitrations, decisions on procedural matters shall be made by the CAJAC Centre before an arbitral tribunal is formed or by the arbitral tribunal after it is formed.

仲裁案件合并后，在仲裁庭组成前由受案的中非联合仲裁中心决定仲裁程序事项，在仲裁庭组成后由仲裁庭决定仲裁程序事项。

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

仲裁案件合并后，仲裁庭有权决定对当事人之间的各项争议作出合并裁决，或分别裁决。

## Article 18 Joinder of Additional Parties

### 第十八条 追加当事人

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

未结案仲裁案件中的任何一方当事人均可依据相同的仲裁协议书面申请追加当事人。是否接受追加，在仲裁庭组成前由受案的中非联合仲裁中心决定，在仲裁庭组成后由仲裁庭决定。

18.2 Where such joinder is granted, arbitrator(s) shall be re-appointed to form the arbitral tribunal according to the provisions of Articles 26-29, unless all the parties agree that the original arbitral tribunal shall continue the proceedings.

如果追加予以接受，则应根据本规则第二十六条至第二十九条的规定重新选定仲裁员组成仲裁庭，但双方当事人均同意原仲裁庭继续审理的除外。

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

经双方当事人和案外人一致书面同意，案外人可以书面申请加入仲裁程序。是否接受该申请，在仲裁庭组成前由受案的中非联合仲裁中心决定，在仲裁庭组成后由仲裁庭决定。

## Article 19 Claim between Multiple Parties

### 第十九条 多方当事人之间的仲裁请求

19.1 Where there are two or more Claimants or Respondents in a single arbitration, or an additional party is joined in the arbitration proceedings, any party can raise claims against any other party under the same arbitration agreement. The decision to accept such claims shall be made by the CAJAC Centre before an arbitral tribunal is formed, or by the arbitral tribunal after it is formed.

单一仲裁案件中有两个或两个以上申请人或被申请人，或他方追加进入仲裁程序，任何一方当事人均可以依据相同的仲裁协议针对其他任意一方当事人提出仲裁请求。在仲裁庭组成前，由受案的中非联合仲裁中心决定是否受理，在仲裁庭组成后，由仲裁庭决定是否受理。

19.2 The provisions of Articles 10-15 shall apply mutatis mutandis to the submission and acceptance of, defence(s) to, and amendments of claims raised under this Article.

上述仲裁请求的提出、受理、答辩、变更等事项参照本规则第十条至第十五条的规定办理。

## Article 20 Advance Payment of Arbitration Fees and Costs

### 第二十条 预缴仲裁费

20.1 A party making claims, counterclaims or amendments thereof shall pay the arbitration fees and costs in advance within the required time-limit in accordance with the notice of the CAJAC Centre. Such fees and costs shall be fixed by the CAJAC Centre in accordance with its "Schedules of Arbitration Fees" attached with these Rules.

提出仲裁请求、反请求或变更仲裁请求、反请求的一方当事人，应当按照受案的中非联合仲裁中心的通知在规定时间内预缴仲裁费。仲裁费由受案的中非联合仲裁中心按照本规则附则《仲裁费用表》的规定确定。

20.2 Where a party does not comply with such notice given by the CAJAC Centre, that CAJAC Centre may impose a final time limit of not less than 21 (twenty-one) days, on the expiry of which, if the fees and costs remain unpaid, then the relevant claims, or counterclaims, or amendments, shall be deemed to have been withdrawn. The CAJAC Centre will also direct the arbitral tribunal to suspend its work in the interim.

当事人未能按照受案的中非联合仲裁中心的通知预缴费用的，该中心的可以给予不少于21（二十一）天的最终缴费期限，若逾期仍未缴付仲裁费，则视为当事人已撤回相关的仲裁请求、反请求或变更仲裁请求或反请求。该中心也将通知仲裁庭暂停审理。

20.3 If a party requests a set-off against any claim, such request shall be made in the form of a counterclaim and if such request leads to additional matters to be taken into account by the arbitral tribunal, the request for set-off shall be regarded as an independent claim when calculating the amount of arbitration fees and costs.

当事人要求抵销任何仲裁请求，应以反请求的方式提出，如果该要求需要仲裁庭考虑其他事项的，该抵销要求应当按单独的仲裁请求计算仲裁费。

## Article 21 Submission of Documents

### 第二十一条 提交文件

21.1 When submitting the Request for Arbitration, the Statement of Defence, the Statement of Counterclaim, the evidentiary documents, and other written documents to the CAJAC Centre, the parties shall ensure that each tribunal arbitrator, each party, and the CAJAC Centre will have a copy of the same, unless otherwise agreed by the parties or required by the CAJAC Centre.

当事人向受案的中非联合仲裁中心提交仲裁申请书、答辩书、反请求申请书、证明文件以及其他书面文件时，应当确保仲裁庭的每一位仲裁员、双方当事人、受案的中非联合仲裁中心各一式一份，除非双方当事人另有约定或受案的中非联合仲裁中心另有要求。

21.2 When a hard copy of the above documents is being submitted, the CAJAC Centre or the arbitral tribunal may request the parties to submit the electronic version of the same simultaneously; the parties may also agree that the relevant arbitral documents shall be submitted electronically.

受案的中非联合仲裁中心可要求当事人在提交上述书面文件的纸质版的同时，提交相同的电子版本；双方当事人也可约定相关仲裁文件以电子形式提交。

## Article 22 Representatives

### 第二十二条 代理人

A party may be represented by its authorised representative(s) including but not limited to the legal counsel from China's mainland, or from jurisdictions in Africa, or from jurisdictions outside China's mainland, or Africa, in handling matters relating to the arbitration. In all such cases, a Power of Attorney specifying the scope of authorization shall be submitted to the CAJAC Centre in accordance with Article 29.6.

当事人可以委托包括但不限于中国大陆、非洲或中国大陆、非洲以外辖区的律师在内的人士作为授权代理人，代为处理仲裁相关事项。当事人委托代理人进行仲裁活动的，应当根据本规则第二十条第六款的要求向受案的中非联合仲裁中心提交载明具体委托权限范围的授权委托书。

# CHAPTER IV ARBITRAL TRIBUNAL

## 第四章 仲裁庭

## Article 23 Independence and Impartiality

### 第二十三条 独立和公平

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

每位仲裁员都应当并保持独立于仲裁案件中涉及的双方当事人，并公平对待当事人。

## Article 24 Panel of Arbitrators

### 第二十四条 仲裁员名册

The CAJAC Centres maintain a shared International Panel of Arbitrators from whom the parties shall select the sole arbitrator or the presiding arbitrator, but if they fail to agree, the CAJAC Centre will appoint the sole arbitrator or presiding arbitrator from the said Panel list.

中非联合仲裁中心各中心共享国际仲裁员名册。当事人应当从名册中选定独任仲裁员或首席仲裁员。如果当事人未能选定仲裁员，则由受案的仲裁中心从该名册中选定独任仲裁员或首席仲裁员。

## Article 25 Number of Arbitrators and Composition of Arbitral Tribunal

### 第二十五条 仲裁员人数和仲裁庭的组成

25.1 The parties may reach an agreement on the number of arbitrators, which may be one (1) or three (3) persons.

当事人可以约定仲裁员人数为一人或三人。

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

除非当事人另有约定，或本规则另有规定，仲裁庭由三名仲裁员组成。

## Article 26 Arbitral Tribunal of Three Arbitrators

### 第二十六条 三人仲裁庭的组成

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

除非双方当事人另有约定，申请人和被申请人应当各自在收到仲裁通知之日起十五（15）日内指定或委托受案的中非联合仲裁中心指定一名仲裁员，若未能照此规定指定仲裁员，则由受案的中非联合仲裁中心指定仲裁员。如果仲裁中有两个或两个以上的申请人和/或被申请人，则申请人一方和/或被申请人一方应当共同指定或共同委托受案的中非联合仲裁中心指定一名仲裁员，若未能照此规定指定仲裁员，则由受案的中非联合仲裁中心指定仲裁员。

26.2 Unless otherwise agreed by the parties, within fifteen (15) days from the date of the Respondent's receipt of the Notice of Arbitration, the parties shall jointly appoint or jointly entrust the CAJAC Centre to appoint the presiding arbitrator, failing which, the presiding arbitrator shall be appointed by the CAJAC Centre. Where any party expressly waives in writing the right to jointly appoint or jointly entrust the CAJAC Centre to appoint the presiding arbitrator, the presiding arbitrator shall be appointed by the CAJAC Centre, not subject to the above time-limit.

除非当事人另有约定，双方当事人应当在被申请人收到仲裁通知之日起十五（15）日内共同指定或共同委托受案的中非联合仲裁中心指定首席仲裁员，若未能照此规定指定首席仲裁员，则由受案的中非联合仲裁中心指定首席仲裁员。若任何一方当事人以书面形式明确表示放弃共同指定或共同委托受案的中非联合仲裁中心指定首席仲裁员的权利，则由受案的中非联合仲裁中心指定首席仲裁员，不受上述时间期限的限制。

26.3 In the alternative, the parties may agree, and the CAJAC Centre may also decide that the presiding arbitrator shall be appointed jointly by the two appointed arbitrators under Paragraph 1 of this Article. Unless otherwise agreed by the parties, where the two appointed arbitrators fail to appoint the presiding arbitrator within ten (10) days from the date of the determination of the second arbitrator, the presiding arbitrator shall be appointed by the CAJAC Centre.

双方当事人可以约定，受案的中非联合仲裁中心也可以决定，由已经根据本条第一款的规定指定的两名仲裁员共同指定首席仲裁员。除非双方当事人另有约定，如果两名已经确定的仲裁员未能在确定第二位仲裁员之日起

的十（10）日内指定首席仲裁员，则由受案的中非联合仲裁中心指定首席仲裁员。

26.4 At the request of or with the consent of the parties, the CAJAC Centre may recommend some candidates for the presiding arbitrator for the parties to make a list in the order of their respective preferences within the time period specified in the preceding Paragraph 2 of this Article. Out of the recommended candidates, a candidate placed in the highest ranking in the lists of both parties shall be deemed to be jointly appointed by both parties as the presiding arbitrator. If there is more than one candidate being placed in the highest ranking, the CAJAC Centre shall choose one of them as the presiding arbitrator jointly appointed by the parties.

经双方当事人申请或同意，受案的中非联合仲裁中心可以推荐若干名首席仲裁员候选人名单，供双方当事人在本条第二款规定的期限内根据各自意愿进行优先排序。在双方当事人名单中均排序最前的候选人应当视为双方共同指定的首席仲裁员。如果一名以上的候选人排序最前，则由受案的中非联合仲裁中心选择其中一位作为双方当事人共同指定的首席仲裁员。

26.5 At the request of or with the consent of the parties, the CAJAC Centre may recommend some candidates from which the parties may each choose one as the presiding arbitrator within the time period stipulated under Paragraph 2 of this Article. Where a candidate is chosen by both parties, such candidate shall be deemed to have been jointly appointed by both parties as the presiding arbitrator. If more than one candidate are chosen by both parties, the CAJAC Centre shall decide which one of them will serve as the presiding arbitrator, who shall be deemed to have been jointly appointed by the parties. If the choice of arbitrator made by each of the respective parties is not the same person, the CAJAC Centre shall appoint an arbitrator other than those recommended candidates to be the presiding arbitrator.

经双方当事人申请或同意，受案的中非联合仲裁中心可以推荐若干名首席仲裁员候选人，供当事人在本条第二款规定的期限内各选一名首席仲裁员。如果双方当事人选择了同一名候选人，则该候选人视为当事人共同指定的首席仲裁员。如果双方当事人选择了一名以上相同的候选人，则由受案的中非联合仲裁中心决定其中一人担任首席仲裁员，视为双方当事人共同指定的首席仲裁员。如果各方当事人选择的候选人不同，由受案的中非联合仲裁中心指定推荐名单以外的其他仲裁员担任首席仲裁员。

## Article 27 Arbitral Tribunal of a Sole Arbitrator

### 第二十七条 独任仲裁庭的组成

Where the arbitral tribunal is composed of a sole arbitrator, the sole arbitrator shall be appointed pursuant to the procedures stipulated in Article 26, Paragraph 2, 4 or 5 of these Rules.

如果仲裁庭由一名仲裁员组成，则按照本规则第二十六条第二款、第四款或第五款规定的程序指定该独任仲裁员。



## Article 28 Disclosure by Arbitrators

### 第二十八条 仲裁员信息披露

28.1 Upon being appointed, each arbitrator shall sign a Declaration to undertake to conduct the arbitration independently and impartially.

仲裁员被指定后，应签署保证独立公正仲裁的声明书。

28.2 The arbitrator shall disclose in the Declaration any circumstances he/she is aware of that are likely to give rise to reasonable doubts as to his/ her impartiality or independence.

仲裁员应当在声明书中披露其所知悉的可能对其公正性和独立性引起合理怀疑的任何情况。

28.3 Where any circumstance occurs during the arbitration proceedings after the Declaration is signed which is necessary to be disclosed, the arbitrator shall disclose in writing immediately after such circumstance takes place.

如果签署声明书之后在仲裁程序中出现任何应当披露的情形，仲裁员应当在该情形出现后立即书面披露。

## Article 29 Challenge of Arbitrators

### 第二十九条 仲裁员的回避

29.1 A party wishing to challenge the arbitrator on the grounds of the information disclosed by the arbitrator shall forward the challenge in writing within ten (10) days from the date of such receipt. Failing to file a challenge within the above time period, the party may not subsequently challenge the arbitrator on the grounds of the information disclosed by the arbitrator.

当事人以仲裁员披露的信息为由要求该仲裁员回避的，应当在收到披露信息之日起的十（10）日内书面提出回避要求。逾期未能提出回避要求的当事人，不得再以仲裁员披露的信息为由申请该仲裁员回避。

29.2 A party which has justifiable doubts as to the impartiality or independence of an arbitrator may challenge that arbitrator in writing and shall state the reasons on which the challenge is based and provide supporting evidence.

当事人对仲裁员的公正性或独立性产生合理怀疑时，可以通过书面形式提出回避申请，并应当陈述回避申请所依据的原因，提供相应证据。

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

当事人一方提出的回避申请应当及时转达另一方当事人及仲裁庭全体成员。

29.4 Where an arbitrator is challenged by one party and the other party agrees to the challenge, or the arbitrator being challenged voluntarily withdraws from his/her office, such arbitrator shall no longer be a member of the arbitral tribunal. However, in neither case shall it be implied that the reasons for the challenge are sustained.

如果一方当事人对一名仲裁员提出回避申请，且另一方当事人同意回避申请，或者被申请回避的仲裁员主动退出仲裁庭，则该仲裁员不再是仲裁庭的成员。但上述情形均不表示当事人提出回避的理由成立。

29.5 In circumstances other than those specified in the preceding Paragraph 4, the CAJAC Centre shall make a final decision on the challenge. An arbitrator who has been challenged shall continue to serve on the arbitral tribunal until a final decision on the challenge has been made by the CAJAC Centre.

除上述第四款规定的情形外，由受案的中非联合仲裁中心最终决定仲裁员是否回避。在受案的中非联合仲裁中心做出最后决定之前，被申请回避的仲裁员应当继续履行职责。

29.6 Each party may, prior to the formation of the arbitral tribunal, appoint its representatives and immediately notify the CAJAC Centre of the names and addresses of the party representatives and any other persons assisting the parties. The CAJAC Centre, or the arbitral tribunal, has the power, on its own initiative, or at the request of any party, to require proof of authority granted to the representative or other person assisting the parties in such form as the CAJAC Centre, or the arbitral tribunal, may determine.

各方当事人可以在仲裁庭组成之前指定代理人，并立即通知受案的中非联合仲裁中心其代理人和协助当事人的任何其他人的姓名和地址。受案的中非联合仲裁中心或仲裁庭有权自行决定，或在任何一方当事人的申请下，要求代理人或其他协助人依照该中心或仲裁庭决定的格式出具授权证明。

## Article 30 Replacement of Arbitrators

### 第三十条 仲裁员替换

30.1 An arbitrator shall be replaced if he/she becomes unable to fulfil his/her functions due to, inter alia, being challenged or voluntary withdrawal from his/her office or other specific reasons.

仲裁员由于回避、主动退出或其他特定原因而无法履行职责的，应当替换。

30.2 Where an arbitrator is prevented de jure or de facto from fulfilling his/her functions, or fails to fulfil his/her functions in accordance with the requirements of these Rules, the CAJAC Centre shall have the power to replace the arbitrator after the parties and all the members of the arbitral tribunal have been given opportunity to opine in writing.

仲裁员在法律上或事实上无法履行职责，或未能按照本规则的要求履行职责的，受案的中非联合仲裁中心在给予当事人以及仲裁庭全体成员提出书面意见的机会之后，有权替换仲裁员。

30.3 If the arbitrator to be replaced was appointed by a party, the party shall appoint a substitute arbitrator in the same manner as that of appointing the original arbitrator within seven (7) days from the date of the receipt of the notice of replacement; if the arbitrator to be replaced was appointed by the CAJAC Centre,

the substitute arbitrator shall be appointed by the CAJAC Centre.

如果被替换的仲裁员是由一方当事人指定的，则该当事人应当在收到替换通知之日起的七（7）日之内，按照原先指定仲裁员的方式重新指定替代仲裁员；如果被替换的仲裁员是由受案的中非联合仲裁中心指定的，则由受案的中非联合仲裁中心指定替代仲裁员。

30.4 Unless otherwise agreed by the parties, after the replacement of the arbitrator, the arbitral tribunal shall determine whether all or part of the arbitration proceedings having been conducted shall be restarted. If the arbitral tribunal decides to restart all the proceedings, the time-limit for the arbitral award under the Article 47 of these Rules shall be recalculated to start from the date when the arbitral tribunal decides to restart all the proceedings.

除非当事人另有约定，仲裁员替换后，仲裁庭应当决定是否重新开始此前已进行的全部或部分仲裁审理程序。如果仲裁庭决定重新开始全部审理，则本规则第四十七条规定的作出仲裁裁决的期限应当从仲裁庭决定重新进行审理之日起重新计算。

## Article 31 Continuation of Arbitration by Majority Arbitrators

### 第三十一条 多数仲裁员继续仲裁程序

After the conclusion of the last oral hearing, if an arbitrator of a three-member tribunal is unable or fails to participate further in the arbitration proceedings for any reason, the CAJAC Centre may replace that arbitrator pursuant to Article 30 of these Rules. Upon the approval of the parties and the CAJAC Centre, the other two arbitrators may also continue the arbitration proceedings and render decisions or arbitral awards.

最后一次庭审结束之后，如果三人仲裁庭中的一名仲裁员由于任何原因无法或无法进一步参加仲裁程序，则受案的中非联合仲裁中心可以根据本规则第三十条的规定替换仲裁员。其他两名仲裁员在征得各方当事人和受案的中非联合仲裁中心同意的前提下，也可以继续进行仲裁程序，并作出决定或出具仲裁裁决。

## CHAPTER V INTERIM MEASURES

### 第五章 临时措施

#### Article 32 Preservation

##### 第三十二条 保全

The local rules of the designated CAJAC Centre will apply mutatis mutandis.

以中非联合仲裁中心各中心的本地规则为准。

#### Article 33 Emergency Arbitrator

##### 第三十三条 紧急仲裁员

The local rules of the designated CAJAC Centre will apply mutatis mutandis.

以中非联合仲裁中心各中心的本地规则为准。

## CHAPTER VI HEARING PROCEEDINGS

### 第六章 审理

#### Article 34 Conduct of Arbitration Proceedings

##### 第三十四条 审理方式

34.1 Unless otherwise agreed by the parties, the arbitral tribunal shall have the power to decide procedural matters, and conduct the arbitration in such a manner as it considers appropriate. Under all circumstances, the arbitral tribunal shall act independently and impartially, treat the parties fairly and equitably, and shall afford reasonable opportunities to all parties to present and argue their cases.

除非当事人另有约定，仲裁庭应当有权决定程序事项，并按照其认为适当的方式进行仲裁。在任何情形下，仲裁庭均应当保持独立和中立，公平公正地对待各方当事

人，并应当给予当事人陈述和辩论的合理机会。

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

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

34.3 As soon as possible after it has been constituted, the arbitral tribunal must normally convene a pre-hearing conference for



the purpose of producing terms of reference, the pre-hearing exchange of evidence and production of relevant documents by the parties and arrange for the submission by the parties of an agreed list of issues and fix a working time table for the completion of all procedural steps together with the date for any hearing.

仲裁庭组成后通常必须尽快召集庭前会议，以便议定审理范围、进行庭前证据交换、由当事人披露相关文件、安排当事人提交共同拟定的争议问题清单、确定完成所有程序步骤的时间表以及开庭的日期。

34.4 Unless otherwise stipulated by these Rules, the arbitral tribunal shall hold oral hearings for the ventilation of such issues or subject to such limitations as the tribunal may direct after consulting the parties. The arbitral tribunal may hold online oral hearings or conduct the arbitration only on the basis of documents if the arbitral tribunal deems that oral hearings are unnecessary and the parties so agree.

除非本规则另有规定，仲裁庭应当开庭审理，审理的争议问题或主题的范围以仲裁庭征询各方当事人之后作出的决定为准。仲裁庭如果认为不必开庭审理，并征得当事人同意，可以进行网上审理，或者依据书面文件进行审理。

34.5 Where the parties agree to conduct the arbitration on the basis of documents only or hold online oral hearings, their agreement shall prevail. Where the arbitral tribunal deems that oral hearings are necessary and the parties so agree, the arbitral tribunal may hold oral hearings.

当事人约定书面审理或网上审理时，应当从其约定。如果仲裁庭认为有必要开庭审理，并征得当事人同意，则仲裁庭可以开庭审理。

34.6 The parties may agree to adopt inquisitorial, adversarial or other approaches in the oral hearings.

当事人可以约定采用询问式、辩论式或其他方式开庭审理。

## Article 35 Notice of Hearing

### 第三十五条 开庭通知

35.1 Where an arbitration includes an oral hearing, the parties shall be notified in writing of the date of the first oral hearing at least twenty (20) days prior to the oral hearing. A party having justified reasons may request a postponement of the oral hearing. However, such request must be communicated in writing to the arbitral tribunal at least ten (10) days prior to the fixed oral hearing date. The arbitral tribunal shall decide whether or not to postpone the oral hearing.

对于开庭审理的仲裁案件，仲裁庭应当不迟于开庭前二十（20）日书面通知各方当事人第一次开庭时间。当事人有正当理由的，可以申请延期开庭，但必须不迟于开庭前十（10）日以书面形式向仲裁庭提出延期申请，由仲裁庭决定是否延期开庭。

35.2 Where a party has justified reasons for failure to submit a request for a postponement of the oral hearing within the time period specified in the preceding paragraph 1, the arbitral tribunal shall decide whether or not to accept the request.

如果当事人有正当理由未能在上述第一款规定的期限内提出延期开庭的申请，由仲裁庭决定是否接受延期申请。

35.3 Where the parties have agreed, the arbitral tribunal may hold the hearing earlier than the scheduled time.

经当事人同意，仲裁庭可以提前开庭。

## Article 36 Place of Hearing

### 第三十六条 开庭地点

36.1 Unless otherwise agreed by the parties, the place of oral hearings shall be the domicile of the CAJAC Centre, or if the arbitral tribunal considers it necessary and with the approval of the CAJAC Centre, at another location.

除非当事人另有约定，应当在受案的中非联合仲裁中心所在地开庭；如果仲裁庭认为有必要，并经受案的中非联合仲裁中心同意，可以在另一地点开庭。

36.2 Where the parties have agreed to hold an oral hearing at a place other than the domicile of the CAJAC Centre, the additional costs so generated shall be borne by the parties. The parties shall deposit in advance for such additional costs in accordance with the proportion agreed by them or decided upon by the CAJAC Centre. If such deposit is not made, the hearing shall be held at the domicile of the CAJAC Centre.

当事人约定在受案的中非联合仲裁中心所在地之外的地点开庭的，当事人应当承担相应的新增费用。当事人应当按照约定的比例或由受案的中非联合仲裁中心决定的比例预缴上述新增费用；如果未能预缴费用，则在受案的中非联合仲裁中心所在地开庭。

## Article 37 Default

### 第三十七条 当事人缺席

37.1 If the Claimant fails to appear at an oral hearing without valid excuses, or withdraws from an ongoing oral hearing without the permission of the arbitral tribunal, the Claimant shall be deemed to have withdrawn its Request for Arbitration. In such a case, if the Respondent has filed a counterclaim, the arbitral tribunal shall proceed with the hearing of the counterclaim.

如果申请人无正当理由而不到庭，或未经仲裁庭允许中途退庭，则视为申请人撤回仲裁申请。在这种情况下，如果被申请人已提出反请求，仲裁庭应当继续审理反请求。

37.2 If the Respondent fails to appear at an oral hearing without valid excuses, or withdraws from an on-going oral hearing without the permission of the arbitral tribunal, the arbitral tribunal shall proceed with the arbitration and make an award on the evidence before it. In such a case, if the Respondent has filed a counterclaim, the Respondent shall be deemed to have withdrawn its counterclaim.

如果被申请人无正当理由而不到庭，或未经仲裁庭允许中途退庭，仲裁庭应当继续审理案件，并根据现有的证据作出裁决。在这种情况下，如果被申请人已提出反请求，视为被申请人撤回反请求。

## Article 38 Record of Hearing

### 第三十八条 庭审记录

38.1 Unless the arbitral tribunal makes a written record of the oral hearings itself, it shall direct that such a record be made and may, after consultation with the parties, arrange an audio or video record of the oral hearings.

仲裁庭如果自己不做庭审笔录，则应当指令专人做庭审笔录，或在征求当事人意见后，对庭审进行音频或视频记录。

38.2 Arbitrators, parties and/or their representatives are required to sign the written record. If the parties or their representatives consider that the record is incorrect in some respect, they may request correction thereof. Such request shall be recorded if the arbitral tribunal does not grant the rectification.

仲裁员、当事人以及/或者他们的代理人需签署笔录。如果当事人或其代理人认为笔录有不正确之处，可以申请补正。仲裁庭不同意补正的，应当对该申请予以记录。

38.3 Upon a joint request by both parties, or a request by one party that has been approved by the arbitral tribunal, or a decision of the arbitral tribunal, the CAJAC Centre may appoint one or more stenographers for the arbitral tribunal to record the oral hearing. The arbitral tribunal may provide the stenographic record to the parties upon their application with the stenographic service costs being borne by the parties.

经双方当事人共同申请，或一方当事人申请并得到仲裁庭的批准，或经仲裁庭自行决定，受案的中非联合仲裁中心可以为仲裁庭聘请一名或多名速录人员进行庭审笔录。经当事人申请并承担相关速录费用，仲裁庭可以向当事人提供庭审笔录。

## Article 39 Evidence

### 第三十九条 举证

39.1 The arbitral tribunal may specify a time period for the parties to produce evidence and the parties shall produce evidence within the specified time period. The arbitral tribunal shall have the power to refuse to admit any evidence produced after that time period.

仲裁庭可以规定举证期限，当事人应当在该期限内提交证据。仲裁庭有权拒绝逾期提交的证据。

39.2 Each party shall bear the burden of proving the facts upon which its claims, defences or counterclaims are based. The arbitral tribunal shall have the power to assign the burden of proof between the parties.

当事人对自己的请求、答辩或反请求承担举证责任。仲裁庭有权决定由哪一方当事人承担举证责任。

39.3 If a party bearing the burden of proof fails to produce evidence within the specified time period, or if the produced evidence is not sufficient to support its claims, defences or counterclaims, it shall bear the consequences thereof.

负有举证责任的当事人未能在规定期限内提交证据，或提交的证据不足以证明其请求、答辩或反请求主张的，应承担由此产生的后果。

39.4 Where a party applies to produce a witness in the oral hearings, it shall notify in its application to the arbitral tribunal the identity information of the witness, the witness statement and language to be used by the witness.

当事人申请证人出庭的，应当在向仲裁庭提交的申请中列明证人的身份信息、证词和证人将使用的语言。

39.5 As to the law and other professional issues, the parties may engage an expert witness on such relevant issues to provide written submissions and/or testify in the oral hearings.

就法律和其他专业问题，当事人可以聘请相关专家证人提供书面意见和/或出庭作证。

39.6 Where the parties have an agreement specifying the applicable evidence rules, their agreement shall prevail, unless the agreement cannot be implemented or is in conflict with a mandatory provision of the law as it applies to the arbitration proceedings conducted by the designated CAJAC Centre.

当事人对证据规则有特别约定的，应当从其约定，除非约定无法实施，或与受案的中非联合仲裁中心仲裁程序适用的法律强制性规定相抵触。

## Article 40 Examination of Evidence

### 第四十条 质证

40.1 Unless otherwise agreed by the parties, where and to the extent that a case is to be examined by way of hearing, the evidence on the designated issues shall be produced at the hearing and may be examined by the parties.

除非当事人另有约定，如果案件将开庭审理，则应当在开庭时出示争议问题的证据，当事人可以质证。

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

如果是书面审理的案件，或开庭后提交证明材料，并且当事人同意书面质证，则当事人应当在仲裁庭规定的期限内提交其对于文件或证明材料的书面意见。

40.3 Evidence that the parties have jointly recognised or to which they have no objection shall be considered as examined evidence which is not in dispute.

当事人共同确认或没有异议的证据，视为已质证无争议的证据。

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

当事人提供伪造证据的，应当承担相应的后果，仲裁庭有权据此驳回该当事人提出的请求或反请求。

## Article 41 Investigation by the Arbitral Tribunal 第四十一条 仲裁庭调查

41.1 Where the arbitral tribunal considers it necessary, and the parties agree, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may undertake investigations and collect evidence on its own initiative.

如果仲裁庭认为有必要，且各方当事人同意，或一方当事人申请并经仲裁庭同意，仲裁庭可开展调查、收集证据。

41.2 When investigating and collecting evidence at site, the arbitral tribunal shall notify the parties in a timely fashion to be present when it thinks necessary. In the event that the parties fail to be present after being notified, the investigation and collection of evidence shall proceed without being affected.

仲裁庭现场调查并收集证据时，认为当事人有必要到场的，应当及时通知当事人。当事人经通知未能到场，不影响调查和收集证据的继续进行。

41.3 Information investigated or evidence collected by the arbitral tribunal shall be forwarded to the parties for their comments.

仲裁庭调查的情况或收集的证据应当转交给当事人，让当事人提出意见。

## Article 42 Expert Report 第四十二条 专家报告

42.1 Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may appoint experts, inter alia, for the appraisal, audit, evaluation, or testing of any issue and require the production of an expert report.

如果仲裁庭认为有必要，或一方当事人提出申请且经仲裁庭同意，仲裁庭可以聘请专家对任何问题进行鉴定、审计、评估或检测，并要求其出具专家报告。

42.2 The arbitral tribunal may notify the parties to jointly nominate an expert within a time period specified by the arbitral tribunal. If the parties fail to do so, the expert shall be appointed by the arbitral tribunal, after consultation with the parties. A copy of the expert's terms of reference, as established by the arbitral tribunal, shall be forwarded to the parties.

仲裁庭可以通知当事人共同在仲裁庭规定的期限内共同推选专家。如果当事人未能选定专家，则由仲裁庭在征询当事人意见后指定专家。仲裁庭应当将其指定的专家职责范围发送给各方当事人。

42.3 The parties shall pay advance deposits for the expert costs in accordance with the proportion agreed by them or decided by the arbitral tribunal. The arbitral tribunal may decide not to conduct the arbitral proceeding provided in Paragraph 1 if the parties fail to deposit the amount required in advance.

当事人应当按照约定比例或仲裁庭决定的比例预缴专家费用。如果当事人未能按照要求预缴费用，仲裁庭可以决定不进行本条第一款规定的仲裁程序。

42.4. The tribunal has the discretion to request the parties to deliver or produce to the expert relevant materials, documents, or properties and goods for inspection. The parties are obliged to comply with such request.

仲裁庭有权要求当事人向专家交付或提供相关材料、文件、物品及货物供专家检验。当事人有义务遵守此项要求。

42.5 Copies of the expert report shall be forwarded to the parties for their comments. The arbitral tribunal may notify the expert to participate at an oral hearing to explain the expert report if the arbitral tribunal considers it necessary, or if a party so requests.

专家报告的副本应当转交当事人，让当事人提出意见。如果仲裁庭认为有必要，或一方当事人提出申请，仲裁庭可以通知专家出席庭审，就专家报告进行解释。

## Article 43 Suspension of the Arbitration Proceedings 第四十三条 仲裁程序的中止

43.1 Where parties request a suspension of the arbitration proceedings, or under circumstances where such suspension is necessary pursuant to relevant law or provisions of these Rules, the arbitration proceedings may be suspended by the arbitral tribunal. Where the arbitral tribunal has not yet been formed, such decision shall be made by the CAJAC Centre.

当事人请求中止仲裁程序，或者根据法律或本规则的规定出现需要中止仲裁程序的情形，仲裁庭可以中止仲裁程序。如果仲裁庭尚未组成，则由受案的中非联合仲裁中心决定是否中止。

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

中止仲裁程序的原因一旦消失，应当尽快恢复仲裁程序。

## Article 44 Withdrawal and Dismissal 第四十四条 撤回申请和撤销案件

44.1 A party may withdraw its claims or counterclaims in their entirety. In the event that the Claimant withdraws its claims

in their entirety, the arbitral tribunal shall proceed with its examination of the counterclaims and render an arbitral award thereon. In the event that the Respondent withdraws its counterclaims in their entirety, the arbitral tribunal shall proceed with the examination of the claims and render an arbitral award thereon.

一方当事人可以全部撤回其仲裁请求或反请求。如果仲裁申请人全部撤回其仲裁请求，仲裁庭应当继续审理反请求并作出仲裁裁决。如果被申请人全部撤回其反请求，仲裁庭应当继续审理仲裁请求并作出仲裁裁决。

44.2 A case shall be dismissed by the arbitral tribunal if the claims and counterclaims have been withdrawn in their entirety. Where a case is to be dismissed prior to the formation of the arbitral tribunal, the CAJAC Centre shall make a decision on the dismissal. The CAJAC Centre or the arbitral tribunal shall have the power to determine that the relevant arbitration fees and costs be borne by the party that withdraws the claims or counterclaims, unless otherwise agreed by the parties where the agreement of the parties shall prevail.

仲裁请求和反请求全部撤回的，仲裁庭应当撤销该案

件。在仲裁庭组成前撤销案件的，由受案的中非联合仲裁中心作出撤销案件的决定。受案的中非联合仲裁中心或仲裁庭有权决定由撤回仲裁请求或反请求的当事人承担相关的仲裁费用，除非当事人另有约定，则以当事人约定为准。

44.3 Where a party requests to withdraw its claims or counterclaims in their entirety after the oral hearings, the arbitral tribunal may give the other party a reasonable opportunity to express its opinion. Should the other party make a reasonable objection, and the arbitral tribunal considers that there is a justified reason to resolve the dispute through rendering the arbitral award, the arbitral tribunal shall have the power to continue the arbitration proceedings.

如果一方当事人在开庭审理后申请全部撤回其仲裁请求或反请求，仲裁庭可以给予对方当事人合理的机会发表意见。如果对方当事人提出合理的反对意见，而仲裁庭认为有正当理由通过裁决解决争议，则仲裁庭有权继续仲裁程序。

## CHAPTER VII MEDIATION AND SETTLEMENT

### 第七章 调解与和解

#### Article 45 Mediation by the Arbitral Tribunal

##### 第四十五条 仲裁庭主持的调解

The local rules of the designated CAJAC Centre will apply mutatis mutandis.

以中非联合仲裁中心各中心的本地规则为准。

#### Article 46 Settlement, Mediation and Negotiation Facilitation

##### 第四十六条 和解、调解及谈判促进

The local rules of the designated CAJAC Centre will apply mutatis mutandis.

以中非联合仲裁中心各中心的本地规则为准。

## CHAPTER VIII ARBITRAL AWARD

### 第八章 仲裁裁决

#### Article 47 Time-limit for the Final Award

##### 第四十七条 终局裁决的期限

47.1 The arbitral tribunal shall in cases involving an oral hearing render an arbitral award within six (6) months from the date on which the arbitral tribunal is formed.

开庭审理的仲裁案件，仲裁庭应当在仲裁庭组成之日起的六（6）个月内作出裁决。

47.2 For cases in which no oral hearing is involved, the arbitral tribunal shall render an arbitral award within four (4) months from the date on which the arbitral tribunal is formed.

不开庭审理的仲裁案件，仲裁庭应当在仲裁庭组成之日起的四（4）个月内作出裁决。

47.3 For cases applying the Expedited Procedure specified in Chapter IX, the arbitral tribunal shall render an arbitral award within three (3) months from the date on which the arbitral tribunal is formed.

适用本规则第九章所述简易程序的仲裁案件，仲裁庭应当在仲裁庭组成之日起的三（3）个月内作出裁决。

47.4 Where there are special circumstances or adequate reasons justifying an extension of the duration of the arbitration and the rendering of an award, the CAJAC Centre would consider the



tribunal's reasons and consult the parties before deciding on the request.

确有特殊情况或充分理由需要延长仲裁时间及裁决期限的，受案的中非联合仲裁中心将考虑仲裁庭的申请理由，并在决定作出之前与当事方进行磋商。

47.5 The following periods shall be excluded when calculating the time-limit in the preceding Paragraphs:

下列期间不计入上述期限：

- a) any period of appointing experts for, inter alia, appraisal, audit, evaluation, testing, expert consultancy pursuant to Article 42;

根据本规则第四十二条聘请专家进行鉴定、审计、评估、检测、专家咨询等的期间；

- b) any period of mediation and negotiation facilitation pursuant to Article 45 and Article 46;

根据本规则第四十五条、第四十六条进行调解和谈判促进的期间；

- c) any suspension period pursuant to relevant provisions of law and these Rules.

依照法律和本规则的规定中止仲裁程序的期间。

## Article 48 Rendering of the Arbitral Award

### 第四十八条 裁决的作出

48.1 The arbitral tribunal shall independently and impartially render an arbitral award based on the facts, in accordance with the applicable law.

仲裁庭应当依据事实和适用的法律，独立、公正地作出仲裁裁决。

48.2 Where the parties have agreed on the law as it applies to the merits of their dispute, the parties' agreement shall prevail. In the absence of such an agreement or where such agreement is in conflict with a mandatory provision of the law of the place of arbitration, the arbitral tribunal shall determine which law is applicable.

当事人对争议实体适用法律有约定的，应当从其约定。当事人无约定或其约定与仲裁地法律的强制性规定相抵触的，仲裁庭应当决定适用的法律。

48.3 The arbitral tribunal shall state in the arbitral award the claims, the facts of the dispute, the reasons on which the arbitral award is based, the decision on the claims and the allocation of the arbitration costs. The facts of the dispute and the reasons on which the arbitral award is based may not be stated in the arbitral award if the parties have so agreed, or if the arbitral award is rendered in accordance with the terms of a settlement agreement between the parties. The arbitral tribunal has the power to determine the specific time period for the parties to

carry out the arbitral award and the liabilities for failure to do so within the specified time period.

仲裁庭应当在其裁决中写明仲裁请求、争议事实、裁决理由、裁决结果和仲裁费用的承担。如果当事人有约定，或者根据当事人之间的和解协议作出仲裁裁决，可以不写争议事实和裁决理由。仲裁庭有权决定当事人履行裁决的具体期限以及未能如期履行所应承担的责任。

48.4 Where a case is arbitrated by an arbitral tribunal formed of three arbitrators, the arbitral award shall be rendered by all three arbitrators or a majority of the arbitrators. A written dissenting opinion shall be kept with the file and may be notified to the parties together with the arbitral award. Such dissenting opinion shall not form a part of the arbitral award. Where the arbitral tribunal cannot reach a majority opinion, the arbitral award shall be rendered in accordance with the presiding arbitrator's opinion. The written opinions of the other arbitrators shall be kept with the file and may be notified to the parties together with the award. Such written opinions shall not form a part of the award.

由三名仲裁员组成的仲裁庭审理的案件，裁决由全体仲裁员或多数仲裁员作出。书面异议意见应当保留在卷宗中，并可以连同仲裁裁决一起通知当事人。异议意见不构成裁决的组成部分。仲裁庭无法形成多数意见时，应当依照首席仲裁员的意见作出裁决。其他仲裁员的书面意见应当保留在卷宗中，并可以连同仲裁裁决一起通知当事人。上述书面意见不构成裁决的组成部分。

48.5 The arbitral award shall be signed by arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the arbitral award.

仲裁裁决应当由仲裁员签署。持不同意见的仲裁员可以在裁决书上签名，也可以不签。

48.6 The date on which the arbitral award is rendered shall be the date on which the arbitral award comes into legal effect.

作出裁决的日期，即为裁决发生法律效力日期。

48.7 The seal of the CAJAC Centre shall be affixed to the arbitral award.

裁决书应当加盖受案的中非联合仲裁中心的印章。

48.8 The arbitral award is final and binding upon the parties.

仲裁裁决是终局的，对各方当事人均有约束力。

## Article 49 Procedural Orders

### 第四十九条 程序令

49.1 Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may render procedural orders, including interim measures for the better ordering of the arbitral process before the final arbitral award is rendered.



仲裁庭认为有必要，或者一方当事人提出申请并经仲裁庭同意，仲裁庭可在终局裁决前作出程序令，包括临时措施。

49.2 The rendering, implementation or non-implementation of a procedural order shall not affect the arbitration proceedings, nor shall it prevent the arbitral tribunal from rendering the final arbitral award.

程序令的作出、执行或不执行不影响仲裁程序，也不影响仲裁庭作出最终裁决。

## Article 50 Partial Award

### 第五十条 部分裁决

Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may render a partial award before rendering the final arbitral award. A partial award is final and binding upon the parties.

如果仲裁庭认为必要，或者一方当事人提出申请并得到仲裁庭同意，仲裁庭可以在作出最终仲裁裁决之前，先作出部分裁决。部分裁决是终局的，对各方当事人均有约束力。

## Article 51 Scrutiny of the Draft Award

### 第五十一条 裁决书草案的核阅

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

仲裁庭应当在签署裁决书之前将裁决书草案提交给受案的中非联合仲裁中心核阅。受案的中非联合仲裁中心可以对裁决书草案提出形式上的修改建议，也可以在不影响仲裁庭独立性的前提下，提示仲裁庭注意实质问题。

## Article 52 Correction of the Award and Additional Award

### 第五十二条 裁决书的更正和补充

52.1 Within thirty (30) days after its receipt of the arbitral award, either party may request the arbitral tribunal in writing for a

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

任何一方当事人在收到仲裁裁决书之日起的三十（30）日内，均可向仲裁庭提出书面申请，更正裁决书中的任何书写、打印或计算错误，或者其他类似性质的错误。如果裁决书中确有错误，仲裁庭应该在收到书面更正申请之日起的三十（30）日内予以书面更正。

52.2 Either party may, within thirty (30) days from its receipt of the arbitral award, request the arbitral tribunal in writing for an additional award on any claim which was advanced in the arbitration proceedings but was omitted from the arbitral award. If such an omission does exist, the arbitral tribunal shall render an additional award within thirty (30) days of receipt of the written request.

任何一方当事人在收到仲裁裁决书之日起的三十（30）日内，均可向仲裁庭提出书面申请，要求对任何在仲裁过程中已提出但裁决书中遗漏了的仲裁请求事项作出补充裁决。如果确有遗漏，仲裁庭应当在收到书面请求之日起的三十（30）日内作出补充裁决。

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

仲裁庭可以在作出仲裁裁决后的合理时间内，自行以书面形式对仲裁裁决进行更正，或者作出补充裁决。

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

上述书面更正或补充裁决构成裁决书的一部分。

# CHAPTER IX EXPEDITED PROCEDURE RULES

## 第九章 简易程序规则

### Article 53 Application

#### 第五十三条 简易程序的适用

53.1 Unless otherwise agreed by the parties, the Expedited Procedure Rules shall apply to any case where the amount in dispute does not exceed USD1,000,000 or its equivalent in other currency; or to any case where the amount in dispute exceeds USD1,000,000 or its equivalent in other currency, yet the parties agree in writing that the Expedited Procedure Rules shall apply.

除非当事人另有约定，凡争议金额不超过100万美元或相当于100万美元的其他等值货币，适用简易程序；或争议金额超过100万美元或相当于100万美元的其他等值货币，但各方当事人书面同意简易程序的，适用简易程序。

53.2 Where the amount in dispute is not clear, the CAJAC Centre shall determine whether or not to apply the Expedited Procedure Rules after a full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.

争议金额不明确的，受案的中非联合仲裁中心应当在全面考虑相关因素，包括但不限于案件复杂程度、涉及权益情况等基础上，决定是否适用简易程序。

### Article 54 Formation of Arbitral Tribunal

#### 第五十四条 仲裁庭的组成

Unless otherwise agreed by the parties, the arbitral tribunal of a sole arbitrator shall be formed in accordance with Article 26 to hear a case under the Expedited Procedure Rules.

除非当事人另有约定，否则将依据本规则第二十六条的规定，由独任仲裁员组成仲裁庭审理适用简易程序的案件。

### Article 55 Defence and Counterclaim

#### 第五十五条 答辩和反请求

55.1 The Respondent shall submit its Statement of Defence and evidentiary materials within twenty (20) days after receipt of the Notice of Arbitration.

被申请人应当在收到仲裁通知之日起的二十（20）日内提交答辩书及证明材料。

55.2 The Respondent shall submit its counterclaim (if any) in writing within twenty (20) days after receipt of the Notice of Arbitration. The Claimant shall submit its Statement of Defence to the Respondent's counterclaim within twenty (20) days after receipt of the Notice of Acceptance of Counterclaim.

被申请人应当在收到仲裁通知之日起的二十（20）日内以书面形式提交反请求。申请人应当在收到反请求受理通知之日起的二十（20）日内提交对反请求的答辩书。

55.3 If the arbitral tribunal considers there is a justified reason, it shall decide to grant an extension of the above time-limit. Where the arbitral tribunal has not yet been formed, such decision shall be made by the CAJAC Centre.

如果仲裁庭认为有正当理由，应当决定对上述期限予以延期。仲裁庭尚未组成的，由受案的中非联合仲裁中心决定是否延期。

### Article 56 Conduct of Hearing Proceedings

#### 第五十六条 审理方式

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

仲裁庭可以按照其认为适当的方式审理案件。仲裁庭可以决定完全依据书面材料和当事人提交的证据审理案件，也可以决定开庭审理或网上审理。

### Article 57 Notice of Hearing

#### 第五十七条 开庭通知

57.1 For an arbitration conducted by way of an oral hearing, after the arbitral tribunal has fixed a date for oral hearing, the parties shall be notified at least ten (10) days prior to the oral hearing.

对于开庭审理的案件，仲裁庭确定开庭日期后，应当不晚于开庭前十（10）日通知各方当事人。

57.2 A party having justified reasons may request a postponement of the oral hearing. However, such request shall be communicated in writing to the arbitral tribunal at least seven (7) days prior to the fixed oral hearing date. The arbitral tribunal shall decide whether or not to postpone the oral hearing.

当事人有正当理由可以申请延期开庭，但延期申请必须不晚于开庭日期前七（7）日以书面形式提交仲裁庭，由仲裁庭决定是否延期开庭。

57.3 Where a party has put forward reasons for failure to submit a request for a postponement of the oral hearing within the time period specified in the preceding paragraph 2, the arbitral tribunal shall decide whether or not to accept the request.

当事人有正当理由未能在上述第二款规定的期限内及时提交延期开庭申请的，由仲裁庭决定是否接受延期申请。

57.4 A notice of a subsequent oral hearing, as well as a notice of a postponed oral hearing, shall not be subject to the time-limit specified in the preceding paragraph 1.

延期开庭的通知，以及其后各次开庭时间的通知，不受上述第一款规定的期限限制。

## Article 58 Change of Procedure

### 第五十八条 程序变更

58.1 The application of the Expedited Procedure shall not be affected by any amendment to the claim or by the filing of a counterclaim.

对仲裁请求的变更，或者提出反请求，不影响简易程序的适用。

58.2 Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB5,000,000 Yuan or its equivalent in other currency, upon one of the parties' request or the suggestion of the arbitral tribunal, and if the CAJAC Centre

considers necessary, the Expedited Procedure may be changed to the general procedure by the CAJAC Centre.

如果变更后的仲裁请求或反请求涉及的金额超过500万元人民币，或相当于500万元人民币的其他等值货币，经一方当事人申请或者仲裁庭提议，并且受案的中非联合仲裁中心认为必要，则受案的中非联合仲裁中心可以将简易程序变更为普通程序。

## Article 59 Other Provisions

### 第五十九条 其他规定

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

本章未予规定的事项，适用本规则其他章节的相关规定。

## CHAPTER X MISCELLANEOUS

### 第十章 附则

## Article 60 Arbitration Fees and Costs

### 第六十条 仲裁费用

60.1. The parties shall pay the arbitration fees and costs in advance to the CAJAC Centre in accordance with the "Schedules of Arbitration Fees" attached to the CAJAC Rules.

当事人应当按照本规则所附的《仲裁费用表》向受案的中非联合仲裁中心预缴仲裁费用。

60.2 During the course of the arbitration proceedings, where the parties fail to pay in advance the relevant fees and costs as required notwithstanding notification under Article 20, the CAJAC Centre shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the CAJAC Centre may order the suspension of the arbitration proceedings or continue with the proceedings on such basis as it sees fit.

在仲裁过程中，如果当事人依照本规则第二十条的规定收到缴费通知但未能预缴相关费用，受案的中非联合仲裁中心应当通知当事人，以便由任何一方缴付规定费用。若仍未缴付，受案的中非联合仲裁中心可以决定中止仲裁程序，或按其认为恰当的形式继续仲裁程序。

60.3 The Schedules of Arbitration Fees which is attached to the CAJAC Rules forms an integral part of these Rules.

本规则所附的《仲裁费用表》构成本规则的组成部分。

## Article 61 Allocation of Fees and Costs

### 第六十一条 费用的承担

61.1 The arbitral tribunal has the power to determine in the arbitral award the arbitration fees and other expenses to be borne by the

parties. Such fees and other expenses include fees and actual expenses payable under the Schedules of Arbitration Fees, and the reasonable legal fees and other expenses incurred by the parties for the arbitration.

仲裁庭有权在仲裁裁决书中决定各方当事人应当承担的仲裁费用和其他费用，包括当事人按照《仲裁费用表》所应该缴付的仲裁费用和实际开支，以及当事人为进行仲裁而发生的合理的法律费用和其他费用。

61.2 Unless otherwise agreed by the parties or stipulated in these Rules, the arbitration fees and costs shall in principle be borne by the losing party. However, the arbitral tribunal may apportion such fees and expenses between the parties in an appropriate manner, taking into account the relevant circumstances of the case, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner. If the parties reach a settlement of the dispute submitted to arbitration, the parties may reach an agreement upon the percentages of their respective shares in the fees and costs.

除非当事人另有约定，或本规则另有规定，仲裁费用原则上应由败诉方承担，但仲裁庭可以在考虑到各方当事人是否以快速、经济的方式进行仲裁等相关情况的前提下，以恰当的方式在当事人之间分摊上述仲裁费和其他费用。如果当事人对提起仲裁的争议达成和解，则当事人可就各自承担的费用比例达成协议。

61.3 When exercising its discretion under Paragraph 2, the arbitral tribunal shall take into account the outcome and complexity of the case, the actual workload of the parties or their representatives, the monetary amount in dispute and any other relevant factors.

仲裁庭在行使上述第二款的决定权时，应当考虑案件的

结果和复杂程度、各方当事人及其代理人的实际工作量、涉案金额以及其他相关因素。

## Article 62 Calculation of Time-limits

### 第六十二条 期限的计算

62.1 For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day on which a notice or other document is received. If the last day of such period is a non-business day or official public holiday at the place of residence or business of the addressee, the period is extended until the first business day following. Other Non-business days or official public holidays occurring during the running of the period of time are included in calculating the period concerned.

为计算本规则规定的期间，该期间应自收到通知或其他文件之日起次日开始计算。如果该期间的最后一天是收件人居住地或业务所在地的非工作日或官方公共假日，则该期间将延长至其后的第一个工作日。在该期间内发生的其他非工作日或公众假期，均计算在有关期间内。

62.2 If a party breaches a time-limit because of force majeure events or other justifiable reasons, it shall inform the CAJAC Centre within a reasonable time period and may apply for an extension of time within ten (10) days after such reasons no longer exist. The arbitral tribunal shall decide on the request. Where the arbitral tribunal has not yet been formed, such decision shall be made by the CAJAC Centre.

如果一方当事人因不可抗力或其他正当理由违反期限规定，应当在合理的时间内通知受案的中非联合仲裁中心，并可在延误原因消除后的十（10）日内申请延期。仲裁庭对该申请有决定权。仲裁庭尚未组成的，由受案的中非联合仲裁中心决定。

## Article 63 Confidentiality

### 第六十三条 保密

63.1 The arbitration proceedings shall not be open to the public, unless the applicable law otherwise requires.

仲裁程序不公开进行，除非适用的法律另有规定。

63.2 Where all the parties agree that an oral hearing be open to the public, the arbitral tribunal shall issue directions to ensure that the hearings are not disrupted thereby.

如果各方当事人同意公开审理，仲裁庭应当发布指令，确保审理不受干扰。

63.3 Where an oral hearing is not to be open to the public, the parties and their representatives, witnesses, interpreters, arbitrators, experts consulted or appraisers appointed by the arbitral tribunal, persons recording the oral hearings, staffs of the CAJAC Centre and other relevant persons shall keep any substantive or procedural matters relating to the case confidential, unless otherwise stipulated under the applicable law.

不公开审理的案件，当事人及其代理人、证人、翻译、仲裁员、仲裁庭咨询的专家或指定的鉴定人、庭审记录人员、受案的中非联合仲裁中心的工作人员及其他相关人员，均应对案件相关的实质或程序事项保密，除非适用法律另有规定。

## Article 64 Waiver of Objection

### 第六十四条 异议权的放弃

A party who is aware at any time of any irregularity in the proceedings, or any non-compliance with these Rules, or with the provisions of the arbitration agreement and wish to object thereto, must immediately do so in writing addressed to the arbitral tribunal, or if prior to the formation of the arbitral tribunal to the CAJAC Centre. Failure to do so, shall be deemed to be a waiver of the right to object, unless the party in question can show the arbitral tribunal, or the CAJAC Centre as the case may be, that its failure to object was justified at the time.

一方当事人在任何时候得知仲裁程序有任何不当之处，或不符合本规则规定或仲裁协议规定的情况，并有意提出异议的，必须立即以书面形式向仲裁庭提出异议，如果仲裁庭尚未组成，则向受案的中非联合仲裁中心提出异议。未能立即提出异议的，视为放弃异议权，除非该当事人可以向仲裁庭或受案的中非联合仲裁中心证明有正当理由导致其未能立即提出异议。

## Article 65 Non-liability of the CAJAC Centre and the arbitral tribunal

### 第六十五条 受案的中非联合仲裁中心和仲裁庭免责

No CAJAC Centre, nor any of its officials or employees, nor the arbitral tribunal, nor any of its members, shall be liable to any person for any act, or omission, in connection with the arbitration provided such act, or omission, was not mala fide.

任何一个中非联合仲裁中心，或其工作人员或雇员，或仲裁庭，或其任何成员，均无需就与仲裁相关联的任何行为或疏忽对任何人承担责任，除非上述行为或疏忽是恶意的。

## Article 66 Interpretation of Rules

### 第六十六条 规则的解释

The arbitral tribunal shall interpret these Rules in conformance with the overriding objective of these Rules to provide a fair, cost effective and quick resolution of the dispute.

仲裁庭应当解释本规则，规则的解释应当与规则的终极目的相一致，公平、经济、快速地解决争议。

## Article 67 Coming into Force

### 第六十七条 规则的生效

These Rules take effect from a date to be fixed and published by the CAJAC Guiding Committee.

本规则从中非联合仲裁中心指导委员会确定并公布之日起生效。

## APPENDIX A : CAJAC CENTRES

### 附表A : 中非联合仲裁中心挂牌中心名单

CAJAC Centers maintained and established by arbitration institutions which are members of CAJAC (listed in a chronological order of the establishment of each Centre):

由作为中非联合仲裁中心各成员的仲裁机构设立并维护的中非联合仲裁各中心名单如下（按各中心的成立先后排序）：



**CAJAC Johannesburg** (established and maintained by the Arbitration Foundation of Southern Africa)  
中非联合仲裁（约翰内斯堡）中心（由南部非洲仲裁院设立并维护）



**CAJAC Shanghai** (established and maintained by the Shanghai International Arbitration Center)  
中非联合仲裁（上海）中心（由上海国际仲裁中心设立并维护）



**CAJAC Beijing** (established and maintained by the Beijing International Arbitration Center)  
中非联合仲裁（北京）中心（由北京国际仲裁中心设立并维护）



**CAJAC Shenzhen** (established and maintained by the Shenzhen Court of International Arbitration)  
中非联合仲裁（深圳）中心（由深圳国际仲裁院设立并维护）



**CAJAC Nairobi** (established and maintained by the Nairobi Centre for International Arbitration)  
中非联合仲裁（内罗毕）中心（由内罗毕国际仲裁中心设立并维护）



**CAJAC OHADA** (established and maintained by the Organization for the Harmonization of Business Law in Africa)  
中非联合仲裁（西非商法统一组织）中心（由西非商法统一组织设立并维护）



## APPENDIX B : SCHEDULES OF ARBITRATION FEES

Sum in Dispute (in USD)	Arbitrator's Fees (in USD)	Administration Fees (in USD)
Up to (and including) 50,000	2,500	1,500
From 50,000 to (and including) 250,000	2,500 + 1% of the sum over 50,000	1,500 + 0.80% of the sum over 50,000
From 250,000 to (and including) 500,000	4,500 + 0.80% of the sum over 250,000	3,100 + 0.60% of the sum over 250,000
From 500,000 to (and including) 1,000,000	6,100 + 0.70% of the sum over 500,000	4,600 + 0.50% of the sum over 500,000
From 1,000,000 to (and including) 5,000,000	9,600 + 0.40% of the sum over 1,000,000	7,100 + 0.30% of the sum over 1,000,000
From 5,000,000 to (and including) 10,000,000	25,600 + 0.30% of the sum over 5,000,000	19,100 + 0.25% of the sum over 5,000,000
From 10,000,000 to (and including) 20,000,000	40,600 + 0.30% of the sum over 10,000,000	31,600 + 0.20% of the sum over 10,000,000
From 20,000,000 to (and including) 40,000,000	70,600 + 0.30% of the sum over 20,000,000	51,600 + 0.20% of the sum over 20,000,000
From 40,000,000 to (and including) 100,000,000	130,600 + 0.15% of the sum over 40,000,000	91,600 + 0.15% of the sum over 40,000,000
Over 100,000,000	220,600 + 0.10% of the sum over 100,000,000	181,600 + 0.10% of the sum over 100,000,000

### 附表B 仲裁费用表

争议金额 (美元*)	仲裁员报酬 (美元*)	机构费用 (美元*)
50,000以下	2,500	1,500
50,000至250,000 (含250,000)	2,500加争议金额50,000以上部分的1%	1,500元加争议金额50,000以上的0.80%
250,000至500,000 (含 500,000)	4,500加争议金额250,000以上部分的 0.80%	3,100加争议金额250,000以上部分的 0.60%
500,000至 1,000,000 (含 1,000,000)	6,100加争议金额500,000以上部分的 0.70%	4,600 加争议金额500,000以上部分的 0.50%
1,000,000至 5,000,000 (含 5,000,000)	9,600加争议金额 1,000,000以上部分的 0.40%	7,100 加争议金额1,000,000以上部分的0.30%
5,000,000至 10,000,000 (含 10,000,000)	25,600 加争议金额5,000,000以上部分的 0.30%	19,100 元加争议金额5,000,000以上部分的 0.25%
10,000,000至20,000,000 (含 20,000,000)	40,600 加争议金额10,000,000以上部分的 0.30%	31,600 加争议金额10,000,000以上部分的 0.20%
20,000,000至40,000,000 (含 40,000,000)	70,600加争议金额20,000,000以上部分的 0.30%	51,600 加争议金额20,000,000以上部分的 0.20%
40,000,000至100,000,000 (含100,000,000)	130,600 加争议金额40,000,000以上部分的 0.15%	91,600加争议金额40,000,000以上部分的 0.15%
100,000,000以上	220,600加争议金额100,000,000以上部分的0.10%	181,600加争议金额100,000,000以上部分的0.10%

【The CAJAC Centre may adjust the tariff accordingly 各中心可调整收费表】