

IBA ARBITRATION COMMITTEE

SUB Committee on recognition and enforcement of arbitral awards

COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE VALIDITY OF THE ARBITRAL AWARD

CHINA¹

Edison Li, DLA Piper Hong Kong

11 November 2020

I. General questions		(Yes/No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	NO	The UNCITRAL Model Law is said to have been an influence in the drafting of the China Arbitration Law. However, China did not go so far as to adopt the UNCITRAL Model Law.
I.2	Is it required for the award to result from an agreement to arbitrate?	YES	Article 4 of the China Arbitration Law (2017 Revision) provides that the parties' submission to arbitration to resolve their dispute shall be on the basis of the parties' free autonomy and an arbitration agreement reached between them.
I.2.a	if your answer to question I.2 is yes, does the agreement to arbitrate must be transcribed into the award?	NO	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the arbitration claim, the facts of the dispute, the reasons for the decision, the results of the award, the allocation of arbitration fees and the date of the award. There is no statutory requirement to transcribe the arbitration agreement into the arbitral award. However, it is the common practice to set out the agreement to arbitration which is the basis for the tribunal's exercise of jurisdiction. Even in instance where a party has not directly challenged the

¹ China means the People's Republic of China, but solely for the purpose of this Report, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and the islands of Taiwan.

			tribunal's jurisdiction, where available, the arbitral award will usually cite instances appearing in the record of the proceedings where the parties or their representatives have acknowledged or conceded the validity of the arbitration agreement and the jurisdiction of the arbitral tribunal.
I.2.b	Does the agreement to arbitrate must be attached to the award?	NO	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	See comment	<p>There is no statutory requirement that an arbitral award must resolve a substantive issue.</p> <p>Arbitration rules of major Chinese arbitration institutions shed some light on this issue.</p> <p>Article 50(2) of the Beijing Arbitration Commission Arbitration Rules (2019) ("BAC Arbitration Rules (2019)") expressly provides that, where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal approves, the arbitral tribunal may render an interim award on disputed procedural or substantive issues.</p> <p>However, arbitration rules of other major Chinese arbitration institutions (such as China International Economic and Trade Arbitration Commission ("CIETAC"), Shanghai International Economic and Trade Arbitration Commission ("SHIAC") and Shenzhen Court of International Arbitration ("SCIA") do not contain such provision. In practice, these arbitration institutions usually resolve the procedural and/or administrative matters in the form of "Decision" or procedural order.</p>

I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	NA	
I.4	Does the award must comply with certain minimal formal requirements?	YES	
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	See comment	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall be signed by the arbitrators and sealed by the arbitration institutions.
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	YES	
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the reasons for the decision unless the parties have agreed to dispense with the reasons.
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	NO	There is no statutory requirement that an arbitral award must indicate the place of arbitration. However, arbitration rules of major Chinese arbitration institutions usually require the arbitral award to indicate the place where the arbitral award is made or the seat of arbitration (see Article 49(3) of CIETAC Arbitration Rules (2015), Article 49(2) of BAC Arbitration Rules (2019), Article 45(2) of SHIAC Arbitration Rules (2015), Article 51(3) of SCIA Arbitration Rules (2020)).
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the date of the award.
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	NO	

I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NO	
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	NO	
I.5	Are partial awards permitted?	YES	
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?	See comment	<p>According to Article 55 of the China Arbitration Law (2017 Revision), where a part of the facts involved has already become clear, the arbitral tribunal may first render a partial award on that part of the facts.</p> <p>Further, arbitration rules of major Chinese arbitration institutions also contain similar provisions which provide that the arbitral tribunal may render partial award on any part of the claim when the arbitral tribunal considers it necessary, or where the party so requests and the arbitral tribunal agrees (see Article 50 of CIETAC Arbitration Rules (2015), Article 50 of BAC Arbitration Rules (2019), Article 46 of SHIAC Arbitration Rules (2015), Article 52 of SCIA Arbitration Rules (2020)).</p>
I.6	Are rectificative or interpretative additional awards permitted?	YES	<p>According to Article 56 of the China Arbitration Law (2017 Revision), the arbitral tribunal shall make due correction or supplementation where, upon application of a party made within 30 days of its receipt of the arbitral award, an arbitral award contains “<i>textual or calculation errors, or matters which, although decided by the arbitral tribunal, were omitted from the arbitral award</i>” (文字、计算错误或者仲裁庭已经裁决但在裁决书中遗漏的事项)”.</p>
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	See comment	There is no statutory deadline for the arbitral tribunal to issue rectificative or interpretative additional awards.

			<p>However, arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that:-</p> <p>(1) The arbitral tribunal shall, on its own initiative, correct or render any additional award within a reasonable time after the arbitral award is made (see Articles 53(1) and 54(1) of CIETAC Arbitration Rules (2015), Articles 49 and 50 of SHIAC Arbitration Rules (2015) and Article 54(3) of SCIA Arbitration Rules (2020)).</p> <p>(2) If the party requests the arbitral tribunal to make correction or render additional awards, then the arbitral tribunal shall, within 30 days from its receipt of the written request, make the correction of the award in writing or make an additional award (see Articles 53(2) and 54(2) of CIETAC Arbitration Rules (2015), Articles 49 and 50 of SHIAC Arbitration Rules (2015), Article 54(2) of the SCIA Arbitration Rules (2020)).</p>
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	NA	
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	See comment	<p>The China Arbitration Law is silent on this point.</p> <p>However, arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the relevant additional award is to be considered as part of the initial arbitral award (see Articles 53(3) and 54(3) of CIETAC Arbitration Rules (2015), Article 53(3) of BAC Arbitration Rules (2019), Articles 49 and 50 of SHIAC Arbitration Rules (2015), Article 54(4) of SCIA Arbitration Rules (2020)).</p>
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	NA	

I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?	See comment	<p>The China Arbitration Law does not give clear answer in this regard.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the arbitral tribunal shall make the correction of any clerical, typographical or calculation errors, or any errors of a similar nature in the arbitral award (see Article 53(1) of the CIETAC Arbitration Rules (2015), Article 53(1) of BAC Arbitration Rules (2019), Article 49 of SHIAC Arbitration Rules (2015), Article 54(1) of SCIA Arbitration Rules (2020)).</p>
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?	See comment	<p>The China Arbitration Law does not give clear answer in this regard.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the arbitral tribunal shall make additional award on any claim or counterclaim that was advanced in the proceedings but was omitted from the arbitral award (see Article 54(1) of CIETAC Arbitration Rules (2015), Article 53(1) of BAC Arbitration Rules (2020), Article 50 of SHIAC Arbitration Rules (2015), Article 54(2) of SCIA Arbitration Rules (2020)).</p>
I.7	Are interim or preliminary awards permitted?	See comment	<p>The China Arbitration Law is silent on this point.</p> <p>Arbitration rules of major Chinese arbitration institutions shed some light on this issue.</p> <p>According to Article 50 of BAC Arbitration Rules (2019), the arbitral tribunal may render an interim award on disputed procedural or substantive issues which in theory include the choice of law issue, the interpretation of a particular provision issue and the decision on liability, etc.</p> <p>However, interim or preliminary awards are uncommon in China. Arbitration rules of other major Chinese arbitration institutions do not contain provision like</p>

			Article 50 of BAC Arbitration Rules (2019).
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	See comment	See answer as I.7 above.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	See comment	See answer as I.7 above.
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	See comment	See answer as I.7 above.
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	See comment	<p>The China Arbitration Law is silent on this point.</p> <p>Article 50(3) of BAC Arbitration Rules (2019) provides that “<i>The parties concerned shall perform any partial award and interim award. Failure by any party to perform a partial award or an interim award shall neither affect the subsequent arbitral proceedings nor prevent the Arbitral Tribunal from rendering the final award</i>”. Therefore, the enforcement of interim awards made pursuant to BAC Arbitration Rules (2019) does not have to be conditioned to the rendering of the final award.</p> <p>However, interim awards are uncommon in China. Arbitration rules of other major Chinese arbitration institutions do not contain provision like Article 50(3) of BAC Arbitration Rules (2019).</p>
I.8	Are awards by consent accepted?	YES	According to Article 49 of the China Arbitration Law (2017 Revision), the parties may resolve their disputes by settlement after the commencement of arbitration proceedings. If a settlement agreement is reached, the parties may ask the arbitral tribunal to render an arbitral award in accordance with the terms of the parties’ settlement.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	NO	

I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
I.9	Are default awards accepted?	YES	<p>According to Article 42 of the China Arbitration Law (2017 Revision), a default award may be rendered if the respondent, having received notice of the hearing in writing, fails to appear before the arbitral tribunal without justified reasons, or leaves the hearing prior to its conclusion without the permission of the arbitral tribunal.</p> <p>Further, arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that if the respondent, without justified reasons, fails to appear at, or withdraws from an on-going oral hearing, the arbitral tribunal may proceed with the hearing and make a default arbitral award (see Article 39(2) of CIETAC Arbitration Rules (2015), Article 32(2) of BAC Arbitration Rules (2019), Article 35(2) of SHIAC Arbitration Rules (2015), Article 39(2) of SCIA Arbitration Rules (2020)).</p>
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	NO	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	YES	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	NO	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	YES	See answer as I.9 above. The notification of hearing in writing shall be sent to the respondent in accordance with Article 42 of the China Arbitration Law (2017 Revision).
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	NO	<p>There is no specific statutory requirement to document the steps taken.</p> <p>However, it is highly advisable to ensure the notification of an absent party of each</p>

			<p>procedural aspect, to give such party the opportunity to present its case and participate in the arbitration proceeding.</p> <p>In practice, the arbitral award will usually recite in some detail the steps taken to provide notice to the defaulting party of every scheduled meeting or hearing, and of every order or direction entered in the arbitration proceedings, in accordance with the relevant institutional arbitration rules.</p>
I.10	Is there a time limit requirement to render the award?	NO	<p>There is no specific statutory time limit in this regard.</p> <p>However, arbitration rules of major Chinese arbitration institutions usually contain the time limit requirement to render the arbitral award (see Articles 48(1) and 62(1) of CIETAC Arbitration Rules (2015), Articles 48 and 59 of BAC Arbitration Rules (2019), Articles 44(1) and 57(1) of SHIAC Arbitration Rules (2015), Article 50 of SCIA Arbitration Rules (2020)).</p>
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	NA	
I.11	Are arbitrators required to meet certain qualifications?	YES	
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	See comment	<p>The China Arbitration Law (2017 Revision) stipulates several requirements for a person to be listed as an arbitrator on the panel of an arbitration institution. These requirements vary depending on the nationality of the person.</p> <p>For Chinese arbitrators, Article 13 of the China Arbitration Law (2017 Revision) requires that a person must be “<i>righteous and upright</i> (公道正派)” and fulfill one of the following conditions:-</p> <p>(1) passed the national uniform legal profession qualification examination and obtained the legal profession qualification, and conducted the arbitration work for eight years or more;</p>

			<p>(2) has worked as a lawyer for at least eight years;</p> <p>(3) has served as a judge for eight years or more;</p> <p>(4) has been engaged in legal research or legal education, and possessing a senior professional title;</p> <p>(5) has acquired the knowledge of law, engaged in professional work in the field of economy and trade, etc., possessing a senior professional title or having an equivalent professional level.</p> <p>According to Article 67 of the China Arbitration Law (2017 Revision), a foreign-related arbitration commission (such as CIETAC, BAC, SHIAC and SCIA) may appoint arbitrators from among foreigners with special knowledge in the fields of law, economy and trade, science and technology, etc. Major arbitration institutions usually promulgate their own appointment rules to refine the qualifications of both Chinese domestic arbitrators and foreign arbitrators. For example, CIETAC issued the Stipulations for the Appointment of Arbitrators in 2005 which set out different criteria for Chinese arbitrators, foreign arbitrators, and arbitrators from Hong Kong, Macau and Taiwan.</p>
II. Language		(Yes/No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	See comment	<p>There is no statutory requirement in this regard.</p> <p>The language of the arbitration proceedings will become the language of the arbitral award by implication or according to the relevant arbitration rules of the Chinese arbitration institutions (see Article 5(6) of SCIA Arbitration Rules (2020)).</p>
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	See comment	<p>The China Arbitration Law is silent on this point.</p> <p>Arbitration rules of some major Chinese arbitration institutions provide that where</p>

			the parties have agreed upon the use of two or more languages in the arbitral proceedings, the arbitral tribunal may, upon obtaining consent from the parties, decide to adopt one language. If the parties fail to reach an agreement, then arbitral proceedings may be conducted in multiple languages, and the award will be written in all of the languages (see Article 72(2) of BAC Arbitration Rules (2019) and Articles 5(3) and 5(6) of SCIA Arbitration Rules (2020)).
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	NA	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	NO	See answer as II.1 above that the language of the arbitration proceedings will become the language of the arbitral award by implication or according to the relevant arbitration rules of the Chinese arbitration institutions.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	NA	
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	NA	

II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	NA	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	NA	
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	YES	See answer as II.1.a above.
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	NA	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text (<i>ie.</i> sworn translator)?	NA	
III. Signature, date and place		(Yes/No /NA)	Additional comments, if any.

III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	NO	There is no statutory requirement in this regard.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	YES	Traditionally, clean copies of the arbitral award will be circulated among Chinese tribunal members by courier for actual signature by each in turn. That said, we note that some Chinese arbitration institutions have enacted rules which expressly allow the arbitrators to sign the arbitral award with electronic signatures (see for example, SCIA Online Arbitration Rules (2019)).
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	NA	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitrator with dissenting opinions may sign the arbitral award or choose not to arrange the signature. Arbitration rules of major Chinese arbitration institutions contain similar provisions which afford discretion to the dissenting arbitrators to elect whether or not to sign the arbitral award (see Article 48(7) of CIETAC Arbitration Rules (2015), Article 49(3) of BAC Arbitration Rules (2019), Article 45(6) of SHIAC Arbitration Rules (2015), Article 51(5) of SCIA Arbitration Rules (2020)).
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	NO	
III.3	In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?	YES	See answer as <u>III.2</u> above.

III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	NO	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	NO	<p>Article 53 of the China Arbitration Law (2017 Revision) only provides that the opinion of the dissenting arbitrator may be entered in the record. It does not require the non-dissenting arbitrators to analyze the dissenting opinion.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the dissenting arbitrator shall issue a written dissenting opinion which shall be kept with the file and may be appended to the award, but does not form part of the award (see Article 49(3) of CIETAC Arbitration Rules (2015), Article 45(4) of SHIAC Arbitration Rules (2015), Article 51(4) of SCIA Arbitration Rules (2020)).</p>
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall be signed by the arbitrators and sealed by the arbitration institutions. The exception is that the dissenting arbitrator may choose not to sign the arbitral award.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	NA	
III.5	Is initialling of all the pages of the award required?	NO	<p>There is no statutory requirement to initial all pages of an arbitral award.</p> <p>In practice, the arbitrators will only sign on the signature page of the arbitral award.</p>
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	NA	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	

III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	YES	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	NO	There is no such additional requirement for a dissenting opinion. See answer as III.2 above.
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	YES	See answer as III.2 above.
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	NO	There is no such statutory requirement.
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	YES	Traditionally, clean copies of the arbitral award will be circulated among Chinese tribunal members by courier for actual signature by each in turn. However, to save time and promote efficiency, the secretariat of the relevant arbitration institutions may request the arbitrators to sign the last page of the arbitral award in advance at the time of the hearing, when all arbitrators are present in the offices of the arbitration institutions. Once the draft arbitral award has been circulated and confirmed by all tribunal members via email, the secretariat will then affix the signature page to the main body of the arbitral award.
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	NA	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	NO	
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	NO	There is no requirement for the signature to be witnessed. Nor any requirement for the signature to take a particular form.

III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
III.9	Is it required for the arbitral award to bear the date?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the date of the award.
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	NO	There is no obligation for each arbitrator to date his / her individual signature. The arbitral award usually will only bear one specific date.
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	NO	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	NO	There is no provision in Chinese legislations or arbitration rules of major Chinese arbitration institutions as to the calendar to be used or format of expressing the date.

III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/month/year)?	See comment	See answer as III.9.h above.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	YES	If that is the date on which it was signed by the arbitrators. In practice, Chinese arbitral awards usually will only bear one specific date, and it is not that common for the arbitrators in Chinese arbitration to insert the date when he / she signed the arbitral award.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	NO	According to Article 57 of the China Arbitration Law (2017 Revision), the date on which the award is made is the date from which it shall become legally effective.
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	NO	See answer as III.11 above.
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NO	See answer as III.11 above.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	NO	There is no statutory requirement to state the place where the award was made in the arbitral award. That said, arbitration rules of major Chinese arbitration institutions usually require the award to indicate the place where the award is made or the seat of arbitration (see Article 49(3) of CIETAC Arbitration Rules (2015), Article 49(2) of BAC Arbitration Rules (2019), Article 45(2) of SHIAC Arbitration Rules (2015), Article 51(3) of SCIA Arbitration Rules (2020)).

III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NO	There is no obligation to state the physical place(s) in which the proceedings may have been held, although in practice the arbitral tribunal will usually state the place of hearing (if any) in the arbitral award.
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NO	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), the arbitral award shall be sealed by the arbitration institutions.
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NO	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NO	There is no particular rule. In practice, the arbitration institutions will usually put the cross-page seal to the main body of the arbitral award, and affix the formal seal on the signature page.
III.14	Are arbitrators or the arbitral institution required to bind the award?	NO	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	See answer as III.13.b above that in practice the arbitration institutions will usually put the cross-page seal to the main body of the arbitral award for the purpose of granting completeness and authenticity.
IV. Notification of the award		(Yes/No/NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	NO	<p>The China Arbitration Law is silent on this issue.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that all documents, notices and written materials in relation to the arbitration (including</p>

			arbitral award) may be delivered in person or sent by registered mail or express mail, fax, or by any other means considered proper by the arbitration institutions or the arbitral tribunal (see Article 8(1) of CIETAC Arbitration Rules (2015), Article 71(1) of BAC Arbitration Rules (2019), Article 61(1) of SHIAC Arbitration Rules (2015), Article 6(2) of SCIA Arbitration Rules (2020)).
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NA	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	YES	In practice, it is for the Chinese arbitration institutions to perform the notification or delivery of the arbitral award. Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require that the arbitral tribunal deliver or notify its arbitral award to the parties.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	See comment	Generally, China does not recognize the legitimacy of domestic ad hoc arbitration. An arbitration agreement providing for ad hoc arbitration is void under Chinese law for not designating an arbitration institution. That said, on 30 December 2016, the Supreme People's Court promulgated the Opinion on Providing Judicial Support for the Construction of Pilot Free Trade Zone. According to paragraph 3 of Article 9 of the Opinion, the arbitration agreement reached by enterprises registered in the Pilot Free Trade Zone as to the arbitration conducted in a specific place in mainland China, in accordance with specific arbitration rules and by specific personnel, shall be deemed valid.

			Compared to internationally accepted ad hoc arbitration, this is in fact limited ad hoc arbitration as there are more restricted conditions to be satisfied.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	NA	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	NO	See answer as IV.2 above.
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	YES	Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions contain a provision which prohibits arbitrators from notifying the arbitral award to the parties. However, in practice, it is for the arbitration institutions to perform the notification or delivery of the award.
IV.5	Is it required to provide each of the parties with an original version of the award?	NO	Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions contain a provision that requires an original version of the arbitral award to be provided to each of the parties. However, in practice, the arbitration institutions will usually provide an original version of the arbitral award to each of the parties.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	NA	See answer as IV.5 above.
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NO	See answer as IV.5 above.
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NA	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	NO	There is no statutory requirement in this regard. In practice, the arbitration institutions will not provide the original version of the

			arbitral award to each of the arbitrators or the arbitral tribunal unless otherwise requested by the arbitrators. However, the arbitration institutions will usually provide each of the arbitrators with a copy of the arbitral award.
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	NO	See answer as IV.6 .
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	NO	See answer as IV.6 .
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	NO	There is no such requirement under the Chinese law.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	According to Article 5 of the Provisions of the Supreme People's Court on Several Issues concerning Deciding Cases of Arbitration-Related Judicial Review (Fa Shi [2017] No. 22), it is the party seeking enforcement who must submit an original or authenticated copy of the arbitral award to the Chinese court where enforcement is sought.
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	NA	
IV.8	Is it required for the notification of the award to be made by international courier?	NO	See answer as IV.1 above.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	

IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	YES	See answer as IV.1 above.
IV.9	Is it required for the notification of the award to be made by public postal services?	NO	See answer as IV.1 above.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	YES	See answer as IV.1 above.
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	NO	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	YES	
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	NO	There are no statutory rules on assistance by arbitral tribunal or arbitration institutions with enforcement. The delivery of the final award render the arbitral tribunal “ <i>functus</i> ”. This is subject, however, to the arbitral tribunal’s ability or duty to correct an award or make an additional award in accordance with Article 56 of the China Arbitration Law (2017 Revision) and/or the relevant arbitration rules of arbitration institutions.
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	

IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	
IV.12	Is there any time limit established for notification purposes?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions contain a provision that establishes any time limit for notification.</p> <p>However, arbitration rules of major Chinese arbitration institutions usually contain the time limit requirement to render the award (see Articles 48(1) and 62(1) of CIETAC Arbitration Rules (2015), Articles 48 and 59 of BAC Arbitration Rules (2019), Articles 44(1) and 57(1) of SHIAC Arbitration Rules (2015), Article 50 of SCIA Arbitration Rules (2020)).</p>
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	NA	
IV. 12	Are there any additional specific local requirements for the notification of the award?	NO	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
V. Confidentiality		(Yes/No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	See Comment	<p>The China Arbitration Law and the arbitration rules of major Chinese arbitration institutions are silent on this issue.</p> <p>However, it is generally accepted that the deliberations of the arbitral tribunal, which cover the period until the issuance of the arbitral award to the parties, are confidential in China.</p>

V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	See Comment	See answer as V.1 above.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	NA	
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	See Comment	<p>According to Article 40 of the China Arbitration Law (2017 Revision), arbitration shall be conducted in private unless otherwise agreed by the parties.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions that arbitration shall be conducted in private unless otherwise agreed by the parties. Further, where the arbitration is conducted in private, neither the parties, nor their authorized representatives, nor any witnesses, arbitrators, experts consulted by the arbitral tribunal and appraisers appointed by the arbitral tribunal, nor the staff of the arbitration institutions shall disclose to third parties any information concerning the arbitration, whether substantive or procedural (see Article 38 of CIETAC Arbitration Rules (2015), Article 26 of BAC Arbitration Rules (2019), Article 34 of SHIAC Arbitration Rules (2015), Article 66 of SCIA Arbitration Rules (2020)).</p> <p>It is generally accepted that such obligation of confidentiality extends to the arbitral award itself.</p>
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	NA	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	NA	

V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	NO	See answer as V.3 above.
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	NO	See answer as V.3 above.
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	NO	See answer as V.3 above.
VI. Secretary of the Arbitral Tribunal		(Yes/No /NA)	Additional comments, if any.
V.I.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	YES	<p>The China Arbitration Law is silent on this issue.</p> <p>Chinese arbitration institutions usually designate a case manager / tribunal secretary to attend to the procedural administration and the provision of services relating to the case including examination of the evidence.</p> <p>Certain arbitration institutions have also issued guidelines dealing with the role and responsibility of a case manager / tribunal secretary. For example, according to the Regulation of the Tribunal Secretary of Qingdao Arbitration Commission, the tribunal secretary may point out the substantive error to the arbitral tribunal.</p> <p>Further, arbitrations seated in China also usually incorporate the scrutiny of draft</p>

			<p>arbitral awards within their procedures (see Article 51 of CIETAC Arbitration Rules (2015), Article 48 of SHIAC Arbitration Rules (2015), Article 53 of SCIA Arbitration Rules (2020)).</p> <p>In practice, the scrutiny process will mainly be carried out by the case manager / tribunal secretary. The arbitration institutions may require the correction of formalistic errors and oversights in connection with its scrutiny of draft awards, and while it may draw the arbitral tribunal's attention to substantive inconsistencies or concerns. However, the decision rests with the arbitral tribunal as to whether or not it wishes to make substantive changes to the draft arbitral award.</p>
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	See Comment	See answer as VI.1 above.
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	See Comment	See answer as VI.1 above.
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	See Comment	See answer as VI.1 above.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	NA	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	NO	
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	

VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	NO	See answer as VI.1 above.
VII. Content of the award		(Yes/No /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the reasons for the decision unless the parties have agreed to dispense with the reasons.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the arbitration claim, the facts of the dispute, the reasons for the decision, the results of the award, the allocation of arbitration fees and the date of the award. However, the parties may agree to dispense with the facts of the dispute and the reasons for decision in the arbitral award. See also answers I.4 and I.9.e above.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	NO	Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to contain the names and addresses of the parties. However, in common practice, the arbitral award will usually contain the names and address of the parties and their legal representatives (if any).
VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	NO	See answer as VII.2.a above.

VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	NO	See answer as I.2.a above. Inclusion of this information is, however, common practice.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	NO	See answer as I.4.d above.
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	NO	
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	NO	If the matter is disputed, then the arbitral tribunal ought to explain its determination as part of its duty to give reasons unless otherwise agreed by the parties: see answer as VII.1 above.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	NA	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	NO	Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to indicate the laws applicable to the merits of the dispute. However, in common practice, the arbitral award will usually indicate the laws applicable to the merits of the dispute.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	NA	
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	NA	

VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to indicate the procedural rules governing the arbitration.</p> <p>However, in common practice, the arbitral award will usually ensure that the compliance with the procedural rules is made to appear and is clear from the text of the arbitral award.</p>
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to indicate the language of arbitration.</p> <p>However, in common practice, the arbitral award will usually indicate the language of the arbitration.</p>
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	NA	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	NA	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to contain such information.</p> <p>However, it is common practice for the arbitral award to contain at least the name of the arbitrators.</p>
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to contain such description.</p>

			However, it is common practice for the arbitral award to contain a description as to how the arbitrators were appointed particularly the appointment procedure for the sole arbitrator or presiding arbitrator.
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the award to indicate the case reference.</p> <p>However, it is common practice for the arbitral award to indicate the case reference by the arbitral institution.</p>
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the facts of dispute.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the award to contain the principal chronology of proceedings, including the date of commencement of arbitration, the constitution of arbitral tribunal, the date of parties' submissions of pleadings, evidence and witness statements, the date and place of hearing, etc.</p> <p>However, it is common practice for the arbitral award to contain the principal chronology of proceedings.</p>
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case.</p> <p>However, it is common practice for the arbitral award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case.</p>
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	NO	

VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	NO	There is no requirement as to labelling of the award. However, in practice, the arbitral award will usually indicate whether it is a final award, a partial award or an interim award.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	NA	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	NO	See answer as VII.2.x above.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	NA	
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	See Comment	See answer as VII.2.u above.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	See answer as I.2.a above.
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	NA	
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	NA	
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	NA	
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	NA	
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	NA	

VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the newer arbitral award to make reference to the prior arbitral award.</p> <p>However, in practice, a newer arbitral award will usually make reference to the prior arbitral award with a brief description of the date and decision of the prior arbitral award.</p>
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	See comment	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to include the basis upon which the arbitral tribunal's jurisdiction is grounded.</p> <p>However, it is the common practice for arbitral award to recite the basis for the arbitral tribunal's exercise of jurisdiction in every case. Where any challenge to jurisdiction was raised in the proceedings; and if so, it should incorporate in some detail the determination of jurisdiction. Even in instance where a party has not directly challenged the arbitral tribunal's jurisdiction, where available, the arbitral award will cite instances appearing in the record of the proceedings where the parties or their representatives have</p>

			acknowledged or conceded the validity of the arbitration agreement and the jurisdiction of the arbitral tribunal.
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	NA	See answer as VII.5 above.
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	NA	See answer as VII.5 above.
VII.6	Is it required for the award to recite the parties' request for relief?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the arbitration claim / the parties' request for relief.
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to describe any withdrawal or modification of claims.</p> <p>It is common practice to mention whether the parties have ever made any amendment to the claim, defence or counterclaim in the arbitral award, and the arbitral award will usually recite the parties' requests for relief as stated in the amended pleadings.</p>
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	NO	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to identify the issues to be decided by the arbitral tribunal.</p> <p>However, an prudent arbitral tribunal sitting in China will, as a starting point, review the parties' pleadings to define the issues in the arbitration as this will help the arbitral tribunal to comprehensively address the issues in the arbitral award to ensure that the arbitral award will not be subject to challenge on the grounds that the arbitral award is either in excess of the arbitral tribunal's jurisdictions, or fails to</p>

			determine issues that were raised in the proceedings.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	NA	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the facts of dispute and the reasons for the decision unless the parties agree to dispense with them.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	NO	Arbitral awards in Chinese arbitrations will usually recite the facts of dispute stated by the parties, and the arbitral tribunal's findings of the facts.
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	YES	See answer as VII.8 above.
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	NO	Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to include a summary of the parties' position. However, in practice, some arbitral tribunals in the reasoning section may explain their decisions by reference to the issues as they were debated by parties.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	NA	
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	NA	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	NA	

VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	NO	<p>In practice, Chinese arbitration institutions usually resolve the procedural and/or administrative matters in the form of "Decision" or procedural order.</p> <p>However, the arbitral tribunal may render an interim award on disputed procedural or substantive issues (see answer as II.3 above). An interim award dealing with disputed procedural issues shall specify the facts of the disputes and the reasoning in accordance with Article 54 of the Arbitration Law.</p>
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	See comment	See answer as VII.10 above.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	NO	See answer as VII.9 above.
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	YES	See answer as VIII.3 below.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	NO	
VII.14.a	If your answer to question VII.14 is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	NO	
VII.15.a	If your answer to question VII.15 is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
VIII. Reasoning and findings		(Yes/No /NA)	Additional comments, if any.

VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	YES	According to Article 54 of the China Arbitration Law, an arbitral award shall specify the reasons for the decision unless the parties agreed to dispense with reasons.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	NO	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	NO	<p>There is no statutory requirement in this regard.</p> <p>In practice, an arbitral tribunal sitting in China will usually make reference to the factual record when giving reasoning in the arbitral award.</p>
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	NO	See answer as VII.7 above.
VIII.3	Is it permitted for the award to be issued without reasons?	YES	See answer as VIII.1 above.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	YES	<p>The China Arbitration Law does not expressly permit parties to agree that an arbitral tribunal may determine any future dispute arising <i>ex aequo et bono</i>. However, arbitral tribunal operating under arbitration rules of major Chinese arbitration institutions, however, will be permitted to decide the dispute <i>ex aequo et bono</i> if the parties have expressly agreed thereto (see Article 69(3) of BAC Arbitration Rules (2019)).</p> <p>According to Article 7 of the China Arbitration Law (2017 Revision), disputes shall be fairly and reasonably settled by arbitration on the basis of facts and in accordance with the relevant provisions of law.</p> <p>Arbitration rules of major Chinese arbitration institutions also contain similar provisions which provide that an arbitral</p>

			<p>tribunal shall render a fair and reasonable arbitral award (see Article 49(1) of CIETAC Arbitration Rules (2015), Article 45(1) of SHIAC Arbitration Rules (2015), Article 51(1) of SCIA Arbitration Rules (2020)).</p> <p>Where Chinese law is the governing substantive law of the disputes, the agreement of the parties to employ equitable principles in deciding the matter is unnecessary. This is because the Chinese law expressly incorporates and requires the application of ethical principles. For example, Articles 6 and 7 of the Civil Code expressly imposes a duty on parties to observe the principle of “fairness” and “good faith”, respectively.</p>
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	YES	<p>The China Arbitration Law is silent on this issue.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the arbitral tribunal shall independently and impartially render a fair and reasonable arbitral award based on the facts of the case and the terms of the contract, in accordance with law, and with reference to international practices. Where the parties’ agreement on the law applicable to the merits of the disputes is in conflict with a mandatory provision of the law, the arbitral tribunal shall determine the law applicable to the merits of the disputes (see Articles 49 of CIETAC Arbitration Rules (2015), Article 69 of BAC Arbitration Rules (2019), Article 51 of SCIA Arbitration Rules (2020)).</p>
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	YES	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	YES	<p>See answer as VIII.5 above.</p> <p>Consistent with custom and practice in civil law jurisdictions generally, an arbitral tribunal sitting in China will typically adopt a proactive posture, working with the parties to identify and</p>

			<p>develop a comprehensive list of the issues for determination.</p> <p>If the arbitral tribunal intends to rely on sources that have not been put to it by the parties, a prudent arbitral tribunal shall generally give the parties an opportunity to comment.</p>
IX. Operative part (<i>dispositif</i>)		(Yes/No /NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	YES	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	NO	
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	NA	
IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	See Comment	<p>Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the arbitral award to include a “catch-all” dispositif.</p> <p>However, it is the good practice to include in the dispositive section of the arbitral award a broadly worded statement to the effect that any and all requests and claims not expressly addressed in the arbitral award are rejected.</p>
IX.3	Are arbitrators allowed to include in the award injunctive relief?	See Comment	<p>The China Arbitration Law is silent on this issue. Such order is permitted provided that injunctive relief is permitted under the applicable substantive law.</p> <p>However, according to the Chinese law, an arbitral tribunal does not have power to order interim injunctive measures to be enforced in China. It will be for the competent Chinese court to have the sole power to issue an interim injunctive order (such as asset preservation, evidence preservation and conduction preservation).</p>

IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	YES	
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	YES	
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	NO	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
X. Dissenting and separate opinions		(Yes/No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	YES	
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	NO	<p>According to Article 53 of the China Arbitration Law (2017 Revision), the opinion of the dissenting arbitrator may be entered in the record.</p> <p>Arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the dissenting arbitrator shall issue a written dissenting opinion which shall be kept with the file and may be appended to the arbitral award, but does not form part of the arbitral award (see Article 49(3) of CIETAC Arbitration Rules (2015), Article 45(4) of SHIAC Arbitration Rules (2015), Article 51(4) of SCIA Arbitration Rules (2020)).</p> <p>Therefore, neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions require the dissenting or separate opinion to be delivered as an attachment to the arbitral award.</p>

X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	NO	See answer as X.1.a above.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	NO	
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	See Comment	See answer as X.1.a above. Even if the dissenting opinion is appended to the arbitral award, it does not form part of the arbitral award.
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	NO	See answer as X.1.a above.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	
XI. Reservation of issues		(Yes/No/NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	YES	See answer as I.5 above.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	YES	
XII. Style and length		(Yes/No/NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	NO	The arbitral tribunal sitting in China is free to present footnotes and citation in the style it sees fits.
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	NA	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	YES	

XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	NO	
XII.3	Are there any restrictions or requirements as to the length of the award?	NO	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	
XIII. Award of costs		(Yes/No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	See Comment	<p>The China Arbitration Law is silent on this issue.</p> <p>However, arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the arbitral tribunal has the power to decide in the arbitral award, having regard to the circumstances of the case, that the losing party shall compensate the winning party for the expenses reasonably incurred by it in pursuing the case (see Article 52(2) of CIETAC Arbitration Rules (2015)), Article 52(4) of BAC Arbitration Rules (2019), Article 47(2) of SHIAC Arbitration Rules (2015), Article 64(4) of SCIA Arbitration Rules (2015)).</p>
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	NA	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	See comment	<p>The China Arbitration Law is silent on this issue.</p> <p>However, arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the arbitral tribunal, in deciding the costs, shall take into consideration various relevant factors such as the outcome, complexity of the case, the workload of the winning party and/or its legal representatives, the amount in dispute (see Article 52(2) of CIETAC Arbitration</p>

			Rules (2015)), Article 52(4) of BAC Arbitration Rules (2019), Article 47(2) of SHIAC Arbitration Rules (2015), Article 64(4) of SCIA Arbitration Rules (2015)).
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	NA	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	See comment	See answer as XIII.2 above.
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	NA	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	See comment	<p>The China Arbitration Law is silent on this issue.</p> <p>However, arbitration rules of major Chinese arbitration institutions contain similar provisions which provide that the arbitral tribunal, in deciding the costs, shall take into consideration various relevant factors such as the outcome, complexity of the case, the workload of the winning party and/or its legal representatives, the amount in dispute (see Article 52(2) of CIETAC Arbitration Rules (2015)), Article 52(4) of BAC Arbitration Rules (2019), Article 47(2) of SHIAC Arbitration Rules (2015), Article 64(4) of SCIA Arbitration Rules (2015)).</p> <p>Further, Article 52(2) of BAC Arbitration Rules (2019) provides that, unless otherwise agreed by the parties, the costs of the arbitration shall in principle be borne by the losing party, however, if either party is only partially successful, the arbitral tribunal shall determine the proportion of each party's share of the costs on the basis of the extent of the liability of each party. Article 64(2) of SCIA Arbitration Rules (2020) contain similar provision.</p>
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	NA	

XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	See comment	<p>The China Arbitration Law and the arbitration rules of major Chinese arbitration institutions are silent on this issue.</p> <p>In practice, the Chinese arbitral awards usually merely state the overall figure of each item of the costs or expenses (including but not limited to arbitration fees, legal fees, appraisal fees, evaluation fees and audit fees) but will not state the detailed breakdown of each item.</p>
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NA	
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	See comment	See answer as IV.3 above.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NA	
XIII.7	Is it required for the award on costs to be reasoned?	YES	According to Article 54 of the China Arbitration Law (2017 Revision), an arbitral award shall specify the reasons for the decision.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	NA	
XIII.8	Are the arbitrators required to use certain size/type of paper?	NO	
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	NO	

XIV. Structure of the Award		(Yes/No/NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from is substantive aspects?	NO	Neither the China Arbitration Law, nor the arbitration rules of major Chinese arbitration institutions stipulate the form that an arbitral award must take.
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	Is there a requirement to follow a specific structure of the award?	NO	See answer as XIV.1 above.
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	YES	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	See Comment	<p>Arbitral awards rendered in China typically adopt the following structure:-</p> <p>(1) Cover Page: name of arbitration institution, the type of award, the case numbering, names of parties and legal representatives.</p> <p>(2) Recital: detailed procedural history of the arbitration proceedings, the tribunal and its jurisdiction, the arbitration agreement, the applicable arbitration rules, the applicable substantive law, place and language of arbitration, the date and place of hearing (if any).</p> <p>(3) Factual Background and the Parties' Positions: Claimant's facts, claims, the Respondent's facts and defences, the parties' evidences and opinions on cross-examination of evidences, the parties' legal submissions.</p> <p>(4) Arbitral tribunal's factual findings and reasonings including the issues to</p>

			be determined in the arbitration, legal analysis and reasonings. (5) Decisions on both merits and costs, and dispositive of the award (if any).
XIV.3	Is it required to address jurisdiction before substance?	NO	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	YES	
XIV.4	Is it required to discuss the merits of the claim before quantum?	NO	
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	YES	
XIV.5	When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	NO	
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	YES	
XV. References to exhibits, authorities and witnesses declarations		(Yes/No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	NO	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	YES	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	YES	

XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	NO	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	YES	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	YES	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	NO	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	NO	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	YES	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	NO	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	NO	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	NO	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	YES	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	YES	

XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	YES	This is part of the <i>iura novit curia</i> discussion – see answer as VIII.5 above. That said, China is not a jurisdiction which applies the doctrine of precedent or <i>stare decisis</i> , and therefore any previous award (or even court judgment) does not have any binding effect.
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	NO	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	YES	China is not a jurisdiction which applies the doctrine of precedent or <i>stare decisis</i> , and therefore any previous award (or even court judgment) does not have any binding effect.
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	NO	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	YES	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	YES	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	YES	This is part of the <i>iura novit curia</i> discussion – see answer as VIII.5 above.
XVI. Use of annexes and diagrams		(Yes/No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	YES	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	See comment	This will depend on the particular dispute, parties and the arbitral tribunal.
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	YES	

XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	See comment	This will depend on the particular dispute, parties and the arbitral tribunal.
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	YES	A prudent arbitral tribunal sitting in China shall generally give the parties an opportunity to comment.
XVII. Miscellanea		(Yes/No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	NO	<p>The above responses provide a comprehensive summary of the local requirements for a Chinese arbitral award to be valid.</p> <p>Nevertheless, it may also be helpful to bear in mind the potential grounds for challenging a Chinese arbitral award under the Chinese law.</p> <p>In general, grounds for challenging a China seated arbitral award can be categorized into the following grounds: lack of a valid of arbitration agreement, lack of civil capacity of party, lack of due process, excess of the arbitration scope, irregularity in the arbitration procedure, lack of binding character of arbitral award, lack of arbitrability, conflict with public policy, forged evidence, withholding evidence which is sufficient to affect the impartiality of the arbitration, misconduct of an arbitrator, etc.</p>
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	NA	