

## Comparison Table of Revisions in the New Rules

<b>Arbitration Rules 2019</b>	<b>New Arbitration Rules 2022</b>	<b>Main revisions</b>	<b>Reason for revisions</b>
<p>Article 7: Application for Arbitration</p> <p>(1) A party applying for arbitration (the “Claimant”) shall submit:</p> <p>(a) the arbitration agreement;</p> <p>(b) its application for arbitration (the “Application for Arbitration”), containing the following information:</p> <p>(i) the names, addresses, postcodes, telephone numbers, facsimile numbers, email addresses and details of any other effective means of communication with the Claimant and the Respondent; where a party concerned is a legal person or other organization, the name, position, address, postcode, telephone number, facsimile number, email address and details of any other effective means of communication with</p>	<p>Article 7: Application for Arbitration</p> <p>(1) A party applying for arbitration (the “Claimant”) shall submit:</p> <p>(a) the arbitration agreement;</p> <p>(b) its application for arbitration (the “Application for Arbitration”), containing the following information:</p> <p>(i) the names, addresses, postcodes, telephone numbers, facsimile numbers, email addresses and details of any other effective means of communication with the Claimant and the Respondent; where a party concerned is a legal person or other organization, the name, position, address, postcode, telephone number, facsimile number, email address and details of any other effective means of communication with the legal representative or the person in charge;</p> <p><b>(ii) the arbitration</b></p>	<p>New wording is added in sub-paragraph (b) of Paragraph (1) as Item (ii): “the arbitration agreement on which the application for arbitration is based”. The number of original Item (ii) and the paragraphs that follow are amended consequentially.</p>	<p>The arbitration agreement on which the application for arbitration is based is not only the basis for the BAC to accept the case, but also the basis for the Arbitral Tribunal to determine the scope of its jurisdiction. Particularly in the case of multiple contracts between the parties (Article 8). The arbitration agreement on which the application for arbitration is based is of great significance for the parties in establishing claims and the Arbitral Tribunal in determining the scope of its jurisdiction. In practice, in the process of filing and accepting cases, the BAC will also suggest the parties to provide the arbitration agreement on which the application for arbitration is based, which has been clearly defined in the Arbitration Rules 2022.</p>

<p>the legal representative or the person in charge;</p> <p>(ii) its claim for relief (the “Claim”); and</p> <p>(iii) the facts and grounds on which the Claim is based.</p> <p>(c) the evidence and/or other supporting documents on which the Application for Arbitration is based; and</p> <p>(d) proof of the Claimant’s identity.</p> <p>(2) The Claimant shall deposit an advance on the arbitrator’s fees and the administration fees (together, the “arbitration fees”) in accordance with the provisions of the <i>Beijing Arbitration Commission Schedule of Arbitration Fees</i> [Annex I]. Where the amount in dispute is not specified in the Application for Arbitration, the BAC shall determine the amount in dispute or the amount of the arbitration fees that shall be deposited in advance.</p>	<p>agreement on which the Application for Arbitration is based;</p> <p>(iii) its claim for relief (the “Claim”); and</p> <p>(iv) the facts and grounds on which the Claim is based.</p> <p>(c) the evidence and/or other supporting documents on which the Application for Arbitration is based; and</p> <p>(d) proof of the Claimant’s identity.</p> <p>(2) The Claimant shall deposit an advance on the arbitrator’s fees and the administration fees (together, the “arbitration fees”) in accordance with the provisions of the <i>Beijing Arbitration Commission/Beijing International Arbitration Center Schedule of Arbitration Fees</i> [Annex I]. Where the amount in dispute is not specified in the Application for Arbitration, the BAC shall determine the amount in dispute or the amount of the arbitration fees that shall be deposited in advance.</p> <p>(3) If a party is unable to</p>		
---	--	--	--

<p>(3) If a party is unable to deposit the required advance on the arbitration fees within the specified time period due to special circumstances, it may apply to the BAC for an extension of time, and the BAC shall determine whether to grant the extension. If a party has neither deposited the required advance nor applied for an extension of time, or has failed to deposit the full amount of the advance on arbitration fees within an extended time limit granted by the BAC, it shall be deemed not to have submitted or to have withdrawn its Application for Arbitration, as the case may be.</p>	<p>deposit the required advance on the arbitration fees within the specified time period due to special circumstances, it may apply to the BAC for an extension of time, and the BAC shall determine whether to grant the extension. If a party has neither deposited the required advance nor applied for an extension of time, or has failed to deposit the full amount of the advance on arbitration fees within an extended time limit granted by the BAC, it shall be deemed not to have submitted or to have withdrawn its Application for Arbitration, as the case may be.</p>		
---	---	--	--

<p>Article 8: Single Arbitration under Multiple Contracts</p> <p>(1) A party may apply to commence a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that:</p> <p>(a) the arbitration agreements in such contracts are identical or compatible;</p> <p>(b) such contracts consist of a principal contract and its ancillary contract(s); or such contracts involve the same parties and disputes under such contracts involve the same or related subject matter.</p> <p>(2) In the event that a party applies to commence a single arbitration concerning disputes arising out of or in connection with multiple contracts, the BAC shall, having regard to the specific circumstances of the case, decide whether to accept such application.</p>	<p>Article 8: Single Arbitration under Multiple Contracts</p> <p>(1) A party may apply to commence a single arbitration concerning disputes arising out of or in connection with multiple contracts, provided that:</p> <p>(a) the arbitration agreements in such contracts are identical or compatible;</p> <p>(b) such contracts consist of a principal contract and its ancillary contract(s); or such contracts involve the same parties, and disputes under such contracts involve the same or related subject matter.</p> <p>(2) In the event that a party applies to commence a single arbitration concerning disputes arising out of or in connection with multiple contracts, the BAC shall, having regard to the specific circumstances of the case, decide whether to accept such application.</p> <p>If any other party raises</p>	<p>In Sub-paragraph (b) of Paragraph (1) the Chinese wording “the parties to such contracts are the same” is amended to “such contracts involve the same parties”. After Paragraph (2) a sentence is added: “If any other party raises an objection to the single arbitration under multiple contracts after the BAC accepts the application, the Arbitral Tribunal shall decide the matter”.</p>	<p>With regard to the phrase, “parties to multiple contracts are the same”, there are different understandings of what this means in practice. One understanding is that the parties to multiple contracts are exactly the same, and another is that the parties of such multiple contracts are not exactly the same, but may involve the same one. In accordance with the working practice of the BAC and combined with the purpose of the provisions for single arbitration under multiple contracts, the Arbitration Rules 2022 adopt the second understanding. In practice, after the filing of a case for single arbitration under multiple contracts, other parties may raise objections. Whether an objection shall be handled by the BAC or by the Arbitral Tribunal is not stipulated in the Arbitration Rules 2019, whereas the Arbitration Rules 2022 make it clear that decision-making power shall be vested in the</p>
--	--	---	--

	<p>an objection to single arbitration under multiple contracts after the BAC accepts the application, the Arbitral Tribunal shall decide the matter.</p>		<p>Arbitral Tribunal.</p>
<p>Article 9: Acceptance (1) After receiving the Application for Arbitration, the BAC shall, if it finds that the requirements for acceptance have been met, accept the Application for Arbitration within 10 days from the date of deposit by the Claimant of its advance on the arbitration fees. (2) Where the Application for Arbitration does not comply with the requirements of Article 7(1), the Claimant shall rectify it within the time limit specified by the BAC, failing which the Claimant shall be deemed not to have</p>	<p>Article 9: Acceptance (1) After receiving the Application for Arbitration, the BAC shall, if it finds that the requirements for acceptance have been met, accept the Application for Arbitration within 10 days from the date of deposit by the Claimant of its advance on the arbitration fees. (2) Where the Application for Arbitration does not comply with the requirements of Article 7(1), the Claimant shall rectify it within the time limit specified by the BAC, failing which the Claimant shall be deemed not to have</p>	<p>After Paragraph (2), the following sentence is added: “The Claimant's application for arbitration and its attachments will not be retained by the BAC”.</p>	<p>When the parties apply for arbitration, if the supporting materials do not comply with the provisions of the Arbitration Rules, the BAC will ask the parties to rectify them. In practice, some parties fail to rectify the materials as requested but at the same time require the BAC to retain them for various reasons. In view of the limited space resources of the BAC and in order to encourage the parties to exercise their rights in a timely manner, the Arbitration Rules 2022 make it clear that if parties fail to rectify the materials within a specified time limit, they shall be deemed not to have applied for arbitration and BAC shall</p>

<p>submitted an Application for Arbitration.</p> <p>(3) The arbitral proceedings shall be deemed to commence on the date of acceptance of the Application for Arbitration by the BAC.</p>	<p>submitted an Application for Arbitration. The Claimant's Application for Arbitration and its attachments will not be retained by the BAC.</p> <p>(3) The arbitral proceedings shall be deemed to commence on the date of acceptance of the Application for Arbitration by the BAC.</p>		<p>not retain the materials.</p>
<p>Article 16: Submission of Documents and Number of Copies</p> <p>(1) Unless otherwise agreed by the parties, the parties shall submit to the BAC documents in the arbitration, which the BAC shall forward to the Arbitral Tribunal and to the other parties. If the parties agree to submit documents in the arbitration directly to the Arbitral Tribunal, copies of such documents shall be filed with the BAC.</p> <p>(2) The Application for Arbitration, the Statement of Defense, the Application for Counterclaim, evidence and any</p>	<p>Article 16: Submission of Documents and Number of Copies</p> <p>(1) Unless otherwise agreed by the parties, the parties shall submit to the BAC documents in the arbitration, which the BAC shall forward to the Arbitral Tribunal and to the other parties. If the parties agree to submit documents in the arbitration directly to the Arbitral Tribunal or other parties, copies of such documents shall be filed with the BAC.</p> <p>(2) The Application for Arbitration, the Statement of Defense, the Application for Counterclaim, evidence and any other written</p>	<p>In Paragraph (1), the wording, “If the parties agree to submit documents in the arbitration directly to the Arbitral Tribunal” is amended to “If the parties agree to submit documents in the arbitration directly to the Arbitral Tribunal or other parties”.</p>	<p>Based on the principle of party autonomy, the Arbitration Rules 2022 make clear that parties may agree either to submit arbitration documents directly to the Arbitral Tribunal, or to submit them directly to other parties, with no requirement for the BAC to forward documents to other parties. When submitting arbitration documents directly to other parties, however, the parties shall submit corresponding copies to the BAC.</p>

<p>other written documents shall be submitted in quintuplicate. Where there are more than two parties, additional copies shall be provided accordingly. If the Arbitral Tribunal is comprised of a sole arbitrator, the number of copies shall be reduced by two.</p>	<p>documents shall be submitted in quintuplicate. Where there are more than two parties, additional copies shall be provided accordingly. If the Arbitral Tribunal is comprised of a sole arbitrator, the number of copies shall be reduced by two.</p>		
<p>Article 20: Composition of the Arbitral Tribunal (1) Unless otherwise agreed by the parties or provided for in the Rules, the Arbitral Tribunal shall comprise 3 arbitrators. (2) Within 15 days of receiving the Notice of Arbitration, each party shall nominate or request the Chairperson to appoint an arbitrator from the Panel of Arbitrators. If a party fails to nominate an arbitrator or fails to request the Chairperson to appoint an arbitrator</p>	<p>Article 20: Composition of the Arbitral Tribunal (1) Unless otherwise agreed by the parties or provided for in the Rules, the Arbitral Tribunal shall comprise 3 arbitrators. (2) Within 15 days of receiving the Notice of Arbitration, each party shall nominate or request the Chairperson to appoint an arbitrator from the Panel of Arbitrators. If a party fails to nominate an arbitrator or fails to request the Chairperson to appoint an arbitrator within the time limit, the arbitrator shall be appointed by the</p>	<p>The original Paragraph (5) in the 2019 Rules becomes Paragraph (3) in the 2022 Rules, the original Paragraph (3) is changed to Paragraph (4), and a new paragraph is added as Paragraph (5). The numbers of the paragraphs that follow are amended consequentially.</p>	<p>In order to assist parties in jointly nominating presiding arbitrators, the BAC has introduced a “list system”, a “recommendation system” and other nomination systems since the Arbitration Rules 2004 were issued, thus increasing the possibility of joint nominations being made. The Arbitration Rules 2022 further stipulate that the Chairperson can, in the light of the circumstances of the case, decide that the presiding arbitrator shall be jointly nominated by the two arbitrators nominated by the parties or appointed by the BAC Chairperson.</p>

<p>within the time limit, the arbitrator shall be appointed by the Chairperson.</p> <p>(3) Within 15 days of receipt by the Respondent of the Notice of Arbitration, the parties shall jointly nominate or jointly request the Chairperson to appoint the presiding arbitrator. The parties may each nominate between 1 and 3 arbitrator(s) as candidate(s) for the role of presiding arbitrator within the time limit. Where the parties agree or make an application to the BAC, the BAC may also provide a list of between 5 and 7 candidates for presiding arbitrator from which the parties may each select between 3 and 4 candidates within the time limit specified by the BAC. Where there is only one common candidate on both parties' lists for</p>	<p>Chairperson.</p> <p>(3) Where there are two or more Claimants or Respondents in the case, the Claimants or the Respondents shall jointly nominate or jointly request the Chairperson to appoint an arbitrator; if no joint nomination or joint request has been made within 15 days from the date of receipt of the Notice of Arbitration by the last party, the arbitrator shall be appointed by the Chairperson.</p> <p>(4) Within 15 days of receipt by the Respondent of the Notice of Arbitration, the parties shall jointly nominate or jointly request the Chairperson to appoint the presiding arbitrator. The parties may each nominate between 1 and 3 arbitrator(s) as candidate(s) for the role of presiding arbitrator within the time limit. Where the parties agree or make an application to the BAC, the BAC may also provide a list of</p>		<p>Further, in order to avoid any adverse impact of joint nomination of the presiding arbitrator by party or BAC appointed arbitrators on the efficient handling of the case, the Arbitration Rules 2022 stipulate that “the two arbitrators shall jointly nominate the presiding arbitrator within 10 days from the date of receipt of the notice from the BAC”. If the presiding arbitrator is not nominated within the time limit, it shall be appointed by the Chairperson.</p>
---	---	--	---



<p>nomination or selection, that candidate shall be deemed to have been jointly nominated by both parties as presiding arbitrator. If there are two or more common candidates, the Chairperson shall, taking into consideration the particular circumstances of the case, appoint one of those candidates as the presiding arbitrator, who shall be deemed to have been jointly nominated by the parties. If there are no common candidates, the Chairperson shall appoint an arbitrator who is not on the list of nomination or the list of selection as the presiding arbitrator, as the case may be.</p> <p>(4) If the parties fail to nominate the presiding arbitrator jointly, in accordance with Article 20(2) and (3), the presiding arbitrator shall be</p>	<p>between 5 and 7 candidates for presiding arbitrator from which the parties may each select between 3 and 4 candidates within the time limit specified by the BAC. Where there is only one common candidate on both parties' lists for nomination or selection, that candidate shall be deemed to have been jointly nominated by both parties as presiding arbitrator. If there are two or more common candidates, the Chairperson shall, taking into consideration the particular circumstances of the case, appoint one of those candidates as the presiding arbitrator, who shall be deemed to have been jointly nominated by the parties. If there are no common candidates, the Chairperson shall appoint an arbitrator who is not on the list of nomination or the list of selection as the presiding arbitrator, as the case may be.</p> <p>(5) If both parties fail to</p>		
--	--	--	--

<p>appointed by the Chairperson.</p> <p>(5) Where there are two or more Claimants or Respondents, each set of Claimants or Respondents shall, by agreement, jointly nominate or jointly request the Chairperson to appoint an arbitrator. If no joint nomination or joint request has been made within 15 days of receipt of the Notice of Arbitration by the last party, the Chairperson shall then appoint the arbitrator.</p> <p>(6) In the event of a joinder, the joined party shall nominate the arbitrator jointly with either the Claimant or the Respondent, as the case may be. If no such a nomination has been made, all members of the Arbitral Tribunal shall be appointed by the Chairperson.</p> <p>(7) Where a party nominates an</p>	<p>nominate jointly the presiding arbitrator in accordance with Article 20(4), the Chairperson may, in the light of the circumstances of the case, decide that the presiding arbitrator shall be jointly nominated by the arbitrators appointed in accordance with Article 20(2) or (3). The two arbitrators shall jointly nominate the presiding arbitrator within 10 days from the date of receipt of the notice from the BAC</p> <p>(6) If the presiding arbitrator is not nominated in accordance with the above provisions, it shall be appointed by the Chairperson.</p> <p>(7) In the event of a joinder, the joined party shall nominate the arbitrator jointly with either the Claimant or the Respondent, as the case may be. If no such a nomination has been made, all members of the Arbitral Tribunal shall be appointed by the Chairperson.</p>		
--	--	--	--

<p>arbitrator who resides outside Beijing, that party shall bear the necessary travel and accommodation expenses incurred by that arbitrator for hearing the case. If that party has not deposited the advance on such expenses within the period specified by the BAC, it shall be deemed not to have nominated that arbitrator. In this event, the Chairperson may appoint another arbitrator for that party in accordance with this Article.</p> <p>(8) Where an arbitrator declines to accept a party's nomination or is unable to participate in the arbitration, due to illness or any other relevant factors that may prevent him or her from performing an arbitrator's usual functions and duties, that party shall nominate another arbitrator within 5 days of receipt of</p>	<p>(8) Where a party nominates an arbitrator who resides outside Beijing, that party shall bear the necessary travel and accommodation expenses incurred by that arbitrator for hearing the case. If that party has not deposited the advance on such expenses within the period specified by the BAC, it shall be deemed not to have nominated that arbitrator. In this event, the Chairperson may appoint another arbitrator for that party in accordance with this Article.</p> <p>(9) Where an arbitrator declines to accept a party's nomination or is unable to participate in the arbitration, due to illness or any other relevant factors that may prevent him or her from performing an arbitrator's usual functions and duties, that party shall nominate another arbitrator within 5 days of receipt of notice of re-nomination (the "Notice of</p>		
--	---	--	--

<p>notice of re-nomination (the “Notice of Re-nomination”). If that party fails to nominate another arbitrator within the time limit, the arbitrator shall be appointed by the Chairperson.</p>	<p>Re-nomination”). If that party fails to nominate another arbitrator within the time limit, the arbitrator shall be appointed by the Chairperson.</p>		
<p>Article 25: Mode of Proceeding  (1) The Arbitral Tribunal shall hold an oral hearing.  (2) If the parties agree on a documents-only arbitration, or if the Arbitral Tribunal considers an oral hearing unnecessary and the parties so agree, the Arbitral Tribunal may decide the arbitration on the basis of the documents submitted by the parties.  (3) Regardless of the mode of proceeding adopted, the Arbitral Tribunal shall treat the parties fairly and impartially and give each party a reasonable opportunity to make</p>	<p>Article 25: Mode of Proceeding  (1) The Arbitral Tribunal shall hold an oral hearing. The mode of such a hearing includes an in-person hearing and a virtual hearing.  (2) “Virtual hearing” means that one, multiple or all parties to an arbitration participate in the arbitration hearing by using teleconference, videoconference or other communication technology (or a combination thereof).  (3) The Arbitral Tribunal shall have the right to determine the mode of hearing in accordance with the specific circumstances of the case.  (4) If the parties agree to</p>	<p>Paragraph (1) now adds that the mode of oral hearing includes a virtual hearing. A new Paragraph (2) is added to define “virtual hearing”. A new Paragraph (3) is added to make clear that the Arbitral Tribunal has the right to determine whether an oral hearing should take the form of an in-person hearing or a virtual hearing in accordance with the specific circumstances of the case. The numbers of the original Paragraph (2) and Paragraph (3) are amended consequentially.</p>	<p>The Arbitration Rules 2022 make clear that the mode of oral hearing includes a virtual hearing as well as in-person hearing, and set out a broader definition of “virtual hearing.” They also make clear that the Arbitral Tribunal has the right to decide the mode of oral hearing in accordance with the circumstances of the case.</p>

<p>submissions and arguments.</p>	<p>a documents-only arbitration, or if the Arbitral Tribunal considers an oral hearing unnecessary and the parties so agree, the Arbitral Tribunal may decide the arbitration on the basis of the documents submitted by the parties.</p> <p>(5) Regardless of the mode of proceeding adopted, the Arbitral Tribunal shall treat the parties fairly and impartially and give each party a reasonable opportunity to make submissions and arguments.</p>		
<p>Article 41: Record of Hearing</p> <p>(1) The Arbitral Tribunal shall make a written record of the hearing, except in the case of mediation proceedings.</p> <p>(2) The Arbitral Tribunal may make an audio or video record of the hearing.</p> <p>(3) A party or any other participant in the arbitration may request the</p>	<p>Article 41: Record of Hearing</p> <p>(1) The Arbitral Tribunal shall make a written record of the hearing, except in the case of mediation proceedings.</p> <p>(2) The Arbitral Tribunal may make an audio or video record of the hearing.</p> <p>(3) A party or any other participant in the arbitration may request the rectification of any</p>	<p>After Paragraph (4), the following sentence is added: “If the hearing is held virtually, the written record shall be confirmed in the manner determined by the Arbitral Tribunal.”</p>	<p>If a hearing is held virtually, the parties cannot sign and confirm the written record on the spot like an in-person hearing, so it is necessary for the Arbitration Rules 2022 to make clear that where a virtual hearing is held, the content of the written record shall be confirmed in the manner determined by the Arbitral Tribunal. The specific manner of confirmation can be determined by the Arbitral</p>

<p>rectification of any omission or error in the written record of their oral statement. The request shall be recorded if the Arbitral Tribunal does not allow the rectification.</p> <p>(4) The Arbitral Tribunal, person who makes the recording, the parties and other participants in the arbitration shall sign or affix their seals on the written record.</p> <p>(5) Upon a joint request by both parties, or a request by one party that has been approved by the BAC, the BAC may appoint one or more stenographers to record the hearing. The resulting additional costs shall be borne by the parties or the requesting party, as the case may be.</p>	<p>omission or error in the written record of their oral statement. The request shall be recorded if the Arbitral Tribunal does not allow the rectification.</p> <p>(4) The Arbitral Tribunal, the person who makes the recording, the parties and other participants in the arbitration shall sign or affix their seals on the written record. <b>If the hearing is held virtually, the written record shall be confirmed in the manner determined by the Arbitral Tribunal.</b></p> <p>(5) Upon a joint request by both parties, or a request by one party that has been approved by the BAC, the BAC may appoint one or more stenographers to record the hearing. The resulting additional costs shall be borne by the parties or the requesting party, as the case may be.</p>		<p>Tribunal in accordance with the specific circumstances of the case and the views of the parties, thus increasing the flexibility and applicability of the rules.</p>
<p>Article 64: Composition of the Arbitral Tribunal (1) Arbitrators may be selected by the</p>	<p>Article 64: Composition of the Arbitral Tribunal (1) Arbitrators may be selected by the parties</p>	<p>The provision that the party nominated arbitrators or BAC appointed arbitrators jointly nominate the presiding arbitrator is added</p>	<p>The Arbitration Rules 2022 make clear that, in international commercial arbitration proceedings, the Chairperson may, in the</p>

<p>parties from the Panel of Arbitrators maintained by the BAC or from amongst arbitrators who are not on the Panel of Arbitrators.</p> <p>(2) Parties who wish to select arbitrators who are not on the Panel of Arbitrators shall submit their candidates' resumes and contact details to the BAC. A candidate selected from amongst arbitrators who are not on the Panel of Arbitrators may act as an arbitrator with the approval of the BAC.</p> <p>(3) Within 20 days of receipt of the Notice of Arbitration, the parties shall, pursuant to the provisions of Article 20, nominate or request the Chairperson to appoint their arbitrators and jointly nominate or jointly request the Chairperson to appoint the presiding</p>	<p>from the Panel of Arbitrators maintained by the BAC or from amongst arbitrators who are not on the Panel of Arbitrators.</p> <p>(2) Parties who wish to select arbitrators who are not on the Panel of Arbitrators shall submit their candidates' resumes and contact details to the BAC. A candidate selected from amongst arbitrators who are not on the Panel of Arbitrators may act as an arbitrator with the approval of the BAC.</p> <p>(3) Within 20 days of receipt of the Notice of Arbitration, the parties shall, pursuant to the provisions of Article 20, nominate or request the Chairperson to appoint their arbitrators. If no nomination or request has been made within the above-mentioned time limit, the arbitrator shall be appointed by the Chairperson.</p> <p>(4) The parties shall jointly nominate or jointly request the</p>	<p>to Paragraph (3).</p>	<p>light of the circumstances of the case, decide that the presiding arbitrator shall be jointly nominated by party nominated arbitrators or BAC appointed arbitrators.</p>
---	---	--------------------------	---

<p>arbitrator. If the parties fail to nominate or request the Chairperson to appoint their arbitrators or the presiding arbitrator in accordance with those provisions, the arbitrators or the presiding arbitrator shall be appointed by the Chairperson.</p> <p>(4) Where a party agrees to an increased fee for a foreign arbitrator, that party shall deposit a corresponding advance on costs within the period specified by the BAC. If a party fails to deposit such advance on costs within the period specified, it shall be deemed not to have nominated the arbitrator. The Chairperson may then appoint an arbitrator for that party in accordance with the Rules.</p> <p>(5) Where Article 54 applies, the Arbitral</p>	<p>Chairperson to appoint the presiding arbitrator.</p> <p>If both parties fail to nominate jointly the presiding arbitrator, the Chairperson of the BAC may, in the light of the circumstances of the case, decide that the presiding arbitrator shall be jointly nominated by the arbitrators appointed in accordance with Article 64(3). The two arbitrators shall jointly nominate the presiding arbitrator within 15 days from the date of receipt of the notice from the BAC.</p> <p>If the presiding arbitrator is not nominated in accordance with the above provisions, it shall be appointed by the Chairperson.</p> <p>(5) Where a party agrees to an increased fee for a foreign arbitrator, that party shall deposit a corresponding advance on costs within the period specified by the BAC. If a party fails to deposit such advance</p>		
--	---	--	--



<p>Tribunal shall be constituted in accordance with Article 55 of the Rules.</p>	<p>on costs within the period specified, it shall be deemed not to have nominated the arbitrator. The Chairperson may then appoint an arbitrator for that party in accordance with the Rules.</p> <p>(6) Where Article 54 applies, the Arbitral Tribunal shall be constituted in accordance with Article 55 of the Rules.</p>		
<p>Article 65: Defense and Counterclaim Within 45 days (or 30 days where Article 54 applies) of receipt of the Request for Submission of Defense, the Respondent shall submit to the BAC its Statement of Defense, together with any relevant supporting documents. The Respondent shall also submit in writing the Application for Counterclaim, if any, within the time limit.</p>	<p>Article 65: Defense and Counterclaim (1) Within 45 days (or 30 days where Article 54 applies) of receipt of the Request for Submission of Defense, the Respondent shall submit to the BAC its Statement of Defense, together with any relevant supporting documents. The Respondent shall also submit in writing the Application for Counterclaim, if any, within the time limit.</p> <p>(2) If the parties amend Claim or Counterclaim, the time limit for the defense shall be</p>	<p>A paragraph is added as Paragraph (2) to make clear that where the parties change the arbitration claim or counterclaim, the time limit for submitting the defense shall be determined by the Arbitral Tribunal in the light of the circumstances.</p>	<p>The Arbitration Rules 2022 make clear that, in an international arbitration case, where the parties amend the claim or counterclaim after the composition of the Arbitral Tribunal, the Arbitral Tribunal shall determine the time limit for submitting the defense in accordance with the specific circumstances of the case. The defense submission period for international arbitration cases is 45 days, which is relatively long. The specific circumstances in which the parties may change a claim or</p>

	<p>determined in accordance with Article 65(1) before the composition of the Arbitral Tribunal; the Arbitral Tribunal shall determine the time limit for the defense in accordance with the specific circumstances of the case after its composition.</p>		<p>counterclaim are different, while some amendments will not involve significant claim adjustments or changes in the basic legal relationship. In such a case, the Arbitral Tribunal shall determine the time limit for submitting a defense in accordance with the specific circumstances of the case, which will help to improve the efficiency of the proceedings.</p>
<p>Article 71: Service  (1) Arbitral documents, notices and other materials may be served on the parties or their authorized representatives in person or by mail, courier, facsimile, email, or any other means that the BAC or the Arbitral Tribunal, as the case may be, considers appropriate.  (2) Arbitral documents, notices and materials shall be deemed to have been served if they have been delivered to the parties or their authorized representatives in person or by mail to the</p>	<p>Article 71: Service  (1) Arbitral documents, notices and other materials may be served on the parties or their authorized representatives in person or by mail, courier, facsimile, email, or other electronic means. The BAC or the Arbitral Tribunal has the right to decide the appropriate mode of service in accordance with the specific circumstances of the case.  (2) Arbitral documents, notices and materials shall be deemed to have been properly served if</p>	<p>(1) Paragraph (1) makes clear that, in addition to email, other electronic means may be adopted for service.  (2) Paragraph (2) adds criteria for proper electronic service.  (3) Paragraph (3) provides that in cases where service shall be deemed to have been properly effected if the document is delivered to the last known address of the party in accordance with Article 71(3), the BAC or the Arbitral Tribunal has the right to determine the time of service.  (4) A new Paragraph (4) provides if the parties agree to serve each other directly and a dispute arises as to</p>	<p>The Arbitration Rules 2022 make clear that case materials can be served by electronic means, and provide criteria to determine the time of service in electronic service cases. In addition, the Arbitration Rules 2022 clearly stipulate that where service shall be deemed to have been properly effected if the document is delivered to the last known address of the party in accordance with Article 71(3), or, where there is a dispute over the time of service in the case of direct service agreed by the parties, the time of service shall be determined by the BAC or</p>

<p>addressee's place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties or any other correspondence address provided by the addressee or the counterparty.</p> <p>(3) If, despite reasonable inquiries, the addressee's place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties, or other correspondence address cannot be found, service shall be deemed to have been effected if the document, notice or material is delivered to the addressee's last known place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties or other</p>	<p>they have been delivered to the parties or their authorized representatives in person or by mail to the addressee's place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties or any other correspondence address provided by the addressee or the counterparty. If service is carried out by electronic means and the electronic transmission record can show the completion of sending, it shall be deemed to have been served.</p> <p>(3) If, despite reasonable inquiries, the addressee's place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties, or other correspondence address cannot be found, service shall be deemed</p>	<p>the time of service, this matter shall be determined by the BAC or the Arbitral Tribunal.</p>	<p>the Arbitral Tribunal.</p>
---	---	--	-------------------------------

<p>correspondence address, whether by mail, courier or by any other means of delivery which allows for a record of delivery.</p>	<p>to have been properly effected if the document, notice or material is delivered to the addressee's last known place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties or other correspondence address, whether by mail, courier or by any other means of delivery which allows for a record of delivery. The time of service shall be determined by the BAC or the Arbitral Tribunal (4) If the parties agree to serve each other directly, where there is a dispute over the time of service, the time of service shall be determined by the BAC or the Arbitral Tribunal.</p>		
<p>Annex I: <i>Beijing Arbitration Commission Schedule of Arbitration Fees</i>: Where the sum in dispute is RMB</p>	<p>Annex I: <i>Beijing Arbitration Commission/Beijing International Arbitration Center Schedule of Arbitration Fees</i>: Where</p>	<p>The sum in dispute to capping of the administration fee is adjusted from over RMB 5,000,000,000 (including RMB 5,000,000,000) to</p>	<p>In order to reduce further the arbitration fee of the parties and help parties reasonably control the cost of dispute resolution, the Arbitration Rules 2022</p>

<p>5,000,000,000 (including RMB 5,000,000,000), the administration fee shall be capped at RMB 8,761,000.</p>	<p>the sum in dispute is over RMB 3,964,000,000 (including RMB 3,964,000,000), the administration fee shall be capped at RMB 7,000,000.</p>	<p>over RMB 3,964,000,000 (including RMB 3,964,000,000), and the capped administration fee is adjusted from RMB 8,761,000 to RMB 7,000,000.</p>	<p>further lower the capped administration fee and adjusts it to RMB 7,000,000. In cases where the sum in dispute exceeds RMB 3,964,000,000, the administration fee will not be increased.</p>
--	---	---	--