

China Arbitration Guide

中国仲裁 指南 2026



金茂律師事務所

— Jin Mao Law Firm —

金茂概况 | Firm Overview

上海市金茂律师事务所（以下简称“金茂所”）成立于 1988 年，是中国最早的合伙制律师事务所之一，总部设于上海，在国内外商事仲裁领域享有卓越声誉。金茂所仲裁团队由资深律师、前法官及仲裁员组成，擅长代理国内外仲裁案件，并长期与主要仲裁机构保持紧密合作。

Established in 1988, Jin Mao Law Firm ("Jin Mao") is one of China's earliest partnership-based law firms. Headquartered in Shanghai, it has a distinguished reputation in domestic and international commercial arbitration. Its arbitration team comprises seasoned lawyers, former judges, and arbitrators, with extensive experience in representing clients in arbitration proceedings in close collaboration with major arbitration institutions.

- **国际与国内商事仲裁：**代理客户处理涉及贸易、投资、金融、工程建设、知识产权等领域的仲裁案件，熟悉 CIETAC、SHIAC、BAC、ICC、SIAC 等国内外仲裁规则。
- **International and Domestic Commercial Arbitration:** Handling cases in trade, investment, finance, construction and infrastructure, intellectual property, etc., with expertise in rules of CIETAC, SHIAC, BAC, ICC, SIAC, and other institutions.
- **仲裁协议设计与审查：**协助客户起草和优化仲裁条款，确保条款有效性并符合中国《仲裁法》及国际实践。

- **Arbitration Agreement Drafting and Review:** Advising on drafting and optimizing arbitration clauses to ensure validity under the PRC Arbitration Law and international standards.
- **仲裁程序代理:** 全程代理仲裁申请、答辩、证据交换、庭审及裁决执行，涵盖临时措施申请、管辖权异议等程序。
- **Arbitration Representation:** Full representation in arbitration proceedings, including defenses, production of documents, hearings, and enforcement of arbitral awards, including interim measures and jurisdictional challenges.
- **跨境争议解决:** 依托上海国际化优势，处理涉外商事仲裁及外国裁决在中国境内的承认与执行（依据《纽约公约》）。
- **Cross-Border Dispute Resolution:** Leveraging Shanghai's international profile, Jin Mao is able to handle international commercial arbitrations and assist in recognition/enforcement of foreign awards in Mainland China under the New York Convention.

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前言 / Preface

本指南旨在为国内外企业、法律从业者及所有关注中国商事争议解决的人士，提供一份关于中国国际仲裁制度的全面、实用且与时俱进的指南。随着中国在全球经济中的深度融入以及 2025 年《中华人民共和国仲裁法》的重大修订，中国的仲裁法律制度与实践正经历着前所未有的现代化与国际化变革。本指南系统梳理了现行法律框架、核心程序规则、前沿发展与实务要点，以帮助读者在中国复杂的法律环境中高效、稳妥地解决商事争议。

This guide is designed to provide a comprehensive, practical, and up-to-date overview of the international arbitration system in China for enterprises, legal practitioners, and anyone interested in commercial dispute resolution in this jurisdiction. As China continues to integrate itself into the global economy and in light of the landmark revision of the PRC Arbitration Law in 2025, China's arbitration legal regime and practice are undergoing an unprecedented process of modernization and internationalization. This guide systematically outlines the current legal framework, core procedural rules, latest legal developments, and practical considerations to assist readers in navigating the resolution of commercial disputes effectively and securely within China's complex legal landscape.

本指南的特色在于其严格的**中英文对照**编排，以及紧扣**2025 年新修订《仲裁法》**和**最新仲裁规则**（如 CIETAC、BAC、SHIAC 等机构 2024 年规则）的实务分析。内容涵盖从仲裁协议的有效性、仲裁程序的进行，到裁决的作出、挑战以及跨境承认与执行的全流程，并对临时仲裁、在线仲裁、第三方资助等前沿议题进行了深入探讨。

A defining feature of this guide is its strict **bilingual (Chinese-English) structure** and its practical analysis anchored in the **2025 revised Arbitration Law** and the **latest arbitration rules** (e.g., the 2024 rules of institutions like CIETAC, BAC, SHIAC). The contents of this guide cover the entire arbitration process, from establishing the validity of the arbitration agreement and the conduct of arbitral proceedings to the issuance, challenge, and cross-border recognition and enforcement of awards. It also provides in-depth discussion on latest hot topics such as ad hoc arbitration, virtual arbitration, and third-party funding.

我们深信，无论您是初次接触中国仲裁，还是希望深入了解其最新动态，本指南都将成为您不可或缺的参考工具。

We are confident that this guide will serve as an indispensable reference, whether for readers encountering Chinese arbitration for the first time or for those seeking a deeper and more current understanding of its legal and practical developments.

编者

谨识

Editors

第一章：中国仲裁法律体系概述 / Chapter 1: Overview of China's Arbitration Legal Framework

1.1 历史发展与 2025 年《仲裁法》重大修订 / 1.1 Historical Development and the 2025 Major Revision of Arbitration Law

中国的仲裁制度以 1994 年颁布、1995 年生效的《中华人民共和国仲裁法》为基础。该法在 2009 年、2017 年进行过修订。**2025 年的修订是一次全面的改革**，标志着自 1995 年实施以来最重要的一次更新，旨在解决仲裁体系和实践中的关键问题。新法于 2025 年 9 月 12 日通过，并已于 2026 年 3 月 1 日正式施行。

China's arbitration system is based on the PRC Arbitration Law promulgated in 1994 and effective as of 1995. It was revised in 2009 and 2017. **The 2025 revision represents a comprehensive overhaul**, marking the most significant update since its inception in 1995, aiming to address key issues in the arbitration system and practice. The New Arbitration Law was adopted on September 12, 2025, and took effect on March 1, 2026.

2025 年新《仲裁法》的核心变革包括：

Core changes in the 2025 New Arbitration Law include:

- **引入“仲裁地”概念：** 明确仲裁地决定仲裁的程序法框架和司法审查法院，与国际实践接轨。
- **Introducing the concept of "Seat of Arbitration":** Clarifying that the seat determines the procedural law governing the

Chapter 1: Overview of China's Arbitration Legal Framework

arbitration and the competent court for judicial review, aligning with international practice.

- **有限承认临时仲裁：** 允许将特定类型的涉外争议（如涉外海事争议、自贸区内企业间的涉外争议）提交临时仲裁，这是中国仲裁制度的重大突破。
- **Limited recognition of ad hoc arbitration:** Allowing certain types of cross-border disputes (e.g., cross-border maritime disputes, foreign-related disputes between enterprises in Pilot Free Trade Zones) to be submitted to ad hoc arbitration, a significant breakthrough in China's arbitration system.
- **缩短申请撤销裁决的期限：** 将申请撤销裁决的期限从 6 个月缩短至 3 个月。
- **Shortening the time limit for applications to set aside an arbitral award:** Reducing the period in which applications to set aside arbitral awards can be made, from six months to three months.
- **明确支持在线仲裁：** 规定在线仲裁与线下仲裁具有同等法律效力。
- **Explicitly supporting online arbitration:** Stipulating that arbitration conducted through online means shall have the same legal effect as in-person arbitrations.

1.2 仲裁与诉讼的比较优势 / 1.2 Comparative Advantages of Arbitration vs. Litigation

对于外国当事人和外商投资企业而言，仲裁是首选争议解决方式，主要原因包括：

Arbitration is the preferred method of dispute resolution for international parties and foreign-invested enterprises (FIEs) primarily for the following reasons:

- **中立性：** 避免通过对方国家的法院解决争议。
- **Neutrality:** Avoiding disputes from being resolved solely through the local courts of the counterparty.
- **可执行性：** 由于中国与主要西方贸易伙伴国之间缺乏司法互认，外国法院判决在中国难以执行。而仲裁裁决可依据《纽约公约》在超过 170 个缔约国得到广泛执行。
- **Enforceability:** Due to a lack of reciprocity between China and its major Western trading partners, foreign court judgments are difficult to enforce in China. In contrast, arbitral awards can be widely enforced in over 170 signatory countries under the New York Convention.
- **保密性：** 仲裁程序原则上不公开进行，而法院诉讼通常公开。
- **Confidentiality:** Arbitration proceedings are generally private and confidential, whereas court litigation is generally public.
- **灵活性：** 当事人可约定仲裁程序、语言等。诉讼则必须使用中文。

- **Flexibility:** Parties can agree on procedures, language, etc., while litigation must be conducted in Chinese in the PRC.

1.3 核心法律渊源 / 1.3 Core Legal Sources

- 《中华人民共和国仲裁法》（2025 年修订）
- **PRC Arbitration Law (2025 Revision)**
- 《中华人民共和国民事诉讼法》（2023 年修正）
 - 尤其涉及裁决的承认、执行、撤销以及法院支持仲裁的程序。
- **PRC Civil Procedure Law (2023 Revision)**
 - Primary legislation concerning the recognition, enforcement, and setting aside of awards, and court support for arbitration.
- 《中华人民共和国涉外民事关系法律适用法》
- **PRC Law on the Application of Laws to Foreign-Related Civil Relations**
- 最高人民法院（SPC）的司法解释、批复和案例指导 - 对中国仲裁实践具有至关重要的指导作用。
- **Judicial Interpretations, Practice Directions and Guiding Cases issued by the Supreme People's Court (SPC)** - Play a crucial role in guiding arbitration practice in China.

第二章：仲裁协议的有效性与其执行 / Chapter 2: Validity and Enforcement of Arbitration Agreements

2.1 有效仲裁协议的法定要件 / 2.1 Statutory Requirements for a Valid Arbitration Agreement

根据《中华人民共和国仲裁法》第 16 条，一项有效的仲裁协议必须包含以下三个要素：

According to Article 16 of the PRC Arbitration Law, a valid arbitration agreement must include the following three elements:

- **请求仲裁的意思表示：**当事人必须有明确、真实的将争议提交仲裁解决的共同意愿。
- **An expression of intent to arbitrate:** The parties must have a clear and genuine mutual intention to submit disputes to arbitration.
- **仲裁事项：**协议必须明确约定可提交仲裁的争议范围。该事项须具有可仲裁性（参见 2.4 节）。
- **Matters for arbitration:** The agreement must clearly define the scope of disputes that can be submitted to arbitration. These matters must be arbitrable (see Section 2.4).
- **选定的仲裁委员会：**必须明确指定一个负责管理仲裁程序的仲裁机构。这是中国仲裁法区别于允许临时仲裁的司法管辖区的一个关键特点。
- **Designated arbitration commission:** A specific arbitration institution responsible for administering the proceedings must be

expressly named. This is a key characteristic that distinguishes Chinese arbitration law from jurisdictions that permit ad hoc arbitration.

2025 年《仲裁法》修订的重要发展：新法第 27 条引入了通过当事人行为默示达成仲裁协议的可能性。若一方主张存在仲裁协议，而另一方在首次开庭前未提出异议，仲裁庭可以认定存在仲裁协议。这放松了对仲裁协议书面形式的严格要求。

Important development under the 2025 Arbitration Law Revision: Article 27 of the New Arbitration Law introduces the possibility of implying an arbitration agreement through the parties' conduct. If one party claims the existence of an arbitration agreement and the other party does not object before the first hearing, the tribunal may infer the existence of an agreement. This relaxes the strict requirement for agreements to be set out in written form.

对非签字方的效力：在特定情形下，仲裁协议的效力可能扩展至未签署协议的第三方。主要包括：（1）因合并、分立而承继权利义务的法人；（2）通过合同转让而承继债权债务的受让人；（3）代位求偿的保险人；（4）涉他合同中的受益第三人。在涉及保证合同的争议中，法院也可能根据主合同中的仲裁条款约束从合同当事人。

Effects on Non-Signatories: Under certain circumstances, the effect of an arbitration agreement may extend to third parties who are not signatories. This primarily includes: (1) legal entities that inherit certain rights and obligations due to mergers, amalgamations or divisions; (2) assignees who assume rights and obligations through contractual assignment; (3) insurers exercising subrogation rights; and (4) third-party beneficiaries to a contract. In disputes involving guarantees, courts may also bind parties to the ancillary

guarantee contract based on the arbitration clause in the primary contract.

2.2 “涉外因素”的认定与新发展 / 2.2 Determination of "Foreign-Related Elements" and New Developments

“涉外因素”是决定一个仲裁是否适用关于涉外仲裁的特殊规则（包括更有限的司法审查）的关键。根据中国法律，具有下列情形之一的，即构成涉外民事关系（从而争议具有涉外因素）：

The presence of "foreign-related elements" is crucial in determining whether an arbitration qualifies for the specific rules applicable to foreign-related arbitration (including more limited judicial review). Under Chinese law, a civil relationship is foreign-related (thus, a dispute has "foreign-related elements") if one of the following circumstances exists:

- 一方或者双方是外国公民、外国法人或者其他组织、无国籍人；
- One or both parties are non-PRC foreign citizens, foreign legal persons or organizations, or stateless persons;
- 一方或者双方的经常居所地在中华人民共和国领域外；
- The habitual residence of one or both parties is outside the territory of the People's Republic of China;
- 标的物在中华人民共和国领域外；
- The subject matter is located outside the territory of the People's Republic of China;

- 产生、变更或者消灭民事关系的法律事实发生在中华人民共和国领域外；
- The facts leading to the establishment, variation or termination of the civil relationship between parties occurred outside the territory of the People's Republic of China;
- 可以认定为涉外民事关系的其他情形。
- Other circumstances that can be determined as a foreign-related civil relationship.

重要例外与发展：

Important Exceptions and Developments:

- **自贸区（FTZ）企业：**根据最高人民法院的指导意见，注册在自贸区（如上海自贸区）的外商投资企业之间约定将商事争议提交境外仲裁的，不能仅以争议不具有涉外因素为由认定仲裁协议无效。
- **Free Trade Zone (FTZ) Enterprises:** According to the Supreme People's Court guidelines, an arbitration agreement between foreign-invested enterprises registered in a Pilot FTZ (e.g., Shanghai FTZ) submitting commercial disputes to a foreign arbitration institution shall not be deemed invalid solely on the ground that the dispute lacks foreign-related elements.
- **粤港澳大湾区（GBA）企业：**2025 年最高人民法院的批复规定，在粤港澳大湾区内地九市注册的港/澳资企业，其合同可以约定适用香港或澳门法律作为合同准据法，并可约定以香港或澳门作为仲裁地。这进一步放宽了对“涉外因素”的要求。

- **Greater Bay Area (GBA) Enterprises:** A 2025 SPC Direction stipulates that enterprises invested by Hong Kong or Macao shareholders and registered in the nine Mainland cities of the Guangdong-Hong Kong-Macao Greater Bay Area may agree to choose Hong Kong or Macao law as the governing law of their contract, and may designate Hong Kong or Macao as the seat of arbitration. This further extends the threshold for the "foreign-related elements" requirement.

2.3 仲裁协议的独立性原则 / 2.3 The Principle of Severability of Arbitration Agreements

中国仲裁法明确采纳了仲裁协议独立性原则。该原则指仲裁条款（或协议）应被视为独立于主合同的其他部分。主合同的变更、解除、终止、无效、撤销或未生效，均不影响仲裁协议的效力。

Chinese arbitration law explicitly adopts the principle of severability. This principle means that an arbitration clause (or agreement) is treated as independent from the rest of the main contract. The modification, rescission, termination, invalidity, revocation, or failure to come into effect of the main contract does not affect the validity of the arbitration agreement.

2.4 瑕疵仲裁协议的补救与解释 / 2.4 Remedying and Interpreting Defective Arbitration Agreements

如果仲裁协议存在瑕疵（例如指定的仲裁机构名称不准确），中国法院和仲裁机构在实践中倾向于采取“支持有效”的原则进行解释，只要能够确定当事人的真实意图。

If an arbitration agreement is defective (e.g., the name of the designated arbitration institution is inaccurate), Chinese courts and arbitration institutions tend to interpret it following a "validation principle" (in favor of

validity), as long as the true intention of the parties can be ascertained.

- **机构名称不准确：**如果仲裁协议对仲裁机构的名称约定不准确，但能够确定具体的仲裁机构的，应当认定选定了仲裁机构。
- **Inaccurate Institution Name:** If the name of the arbitration institution in the agreement is inaccurate, but the specific institution can be determined, it shall be deemed that the institution has been validly designated.
- **仅约定仲裁规则：**如果仲裁协议仅约定了适用的仲裁规则，但未明确指定仲裁机构，则需根据具体情况判断。某些仲裁规则（如 ICC 规则）本身隐含了由特定机构（国际商会国际仲裁院）管理仲裁的意思，因此可能被认定为有效。但为稳妥起见，最佳做法是明确指定仲裁机构。
- **Only Arbitration Rules Specified:** If the agreement only specifies the applicable arbitration rules but does not designate an institution, it will be judged on a case-by-case basis. Some rules (e.g., ICC Rules) inherently imply administration by a specific institution (the ICC International Court of Arbitration), and thus may be found valid. However, to ensure certainty, the best practice is to explicitly designate the arbitration institution.

第三章：仲裁程序的进行 / Chapter 3: Conduct of Arbitration Proceedings

3.1 仲裁程序的启动 / 3.1 Commencement of Arbitration Proceedings

仲裁程序自申请人向选定的仲裁机构提交仲裁申请书之日起开始。仲裁申请书应载明各方当事人信息、仲裁请求、所根据的事实和理由，以及证据来源等。仲裁机构在收到申请后，经审查认为符合受理条件的，应在五日内通知当事人；认为不符合条件的，应书面通知当事人不予受理并说明理由。

Arbitral proceedings commence when the claimant submits a Request for Arbitration to the chosen arbitration institution. The Request shall include information about the parties, the claims, the facts and grounds relied upon, and the sources of evidence, etc. After receiving the application, if the arbitration institution finds that the application meets the acceptance conditions, it shall notify the parties within five days; if it does not meet the conditions, it shall notify the parties in writing of the rejection and state the reasons.

3.2 仲裁庭的组成与权力 / 3.2 Constitution and Powers of the Arbitral Tribunal

- **组成：**仲裁庭通常由一名或三名仲裁员组成。当事人可以约定仲裁员的产生方式。如无约定，通常适用仲裁机构的默认规则（例如，在三名仲裁员的情况下，由双方各指定一名，第三名由双方共同指定或由机构指定）。

- **Constitution:** The arbitral tribunal usually consists of one or three arbitrators. The parties may agree on the method of appointing arbitrators. In the absence of an agreement, the default rules of the arbitration institution usually apply (e.g., in a three-arbitrator tribunal, each party appoints one arbitrator, and the third is appointed jointly by the parties or by the institution).
- **仲裁员的权力与义务：** 仲裁员必须独立、公正，并负有披露可能引起对其公正性或独立性产生合理怀疑的任何情况的义务。2025 年《仲裁法》修订案第 45 条明确规定了仲裁员的披露义务。仲裁员在接受指定前及在整个仲裁程序期间，负有持续性的披露义务，必须书面披露任何可能引起对其独立性或公正性产生合理怀疑的情事。当事人申请仲裁员回避，应在首次开庭前提出；若回避事由在首次开庭后得知，则可在最后一次开庭终结前提出。仲裁机构主任（而非仲裁庭）负责对回避申请作出决定。
- **Arbitrators' Powers and Duties:** Arbitrators must be independent and impartial, and are under a duty to disclose any circumstances likely to give rise to justifiable doubts as to their impartiality or independence. Article 45 of the 2025 Arbitration Law Revision explicitly sets out this disclosure obligation. Arbitrators have a continuing duty to disclose, in writing, any circumstances likely to give rise to justifiable doubts as to their impartiality or independence, both before their appointment and throughout the arbitral proceedings. A challenge to an arbitrator shall be raised prior to the first hearing;

or, if the grounds for challenge become known after the first hearing, the challenge may be raised before the conclusion of the final hearing. The challenge is decided by the chairman of the arbitration institution, not by the arbitral tribunal itself.

- **仲裁庭的自裁管辖权：**传统上，在中国仲裁中，对仲裁协议效力的决定权主要由仲裁机构行使。2025 年新法第 28 条迈出了重要一步，规定仲裁庭可以就仲裁协议的效力作出决定，这更符合国际惯例（自裁管辖权原则）。
- **Kompetenz-Kompetenz:** Traditionally, in Chinese arbitration, the power to determine the validity of an arbitration agreement resided primarily with the arbitration institution. Article 28 of the 2025 New Arbitration Law takes a significant step by stating that the arbitral tribunal may rule on the validity of the arbitration agreement, aligning more closely with international practice (the principle of Kompetenz-Kompetenz).

3.3 证据规则 / 3.3 Rules of Evidence

中国仲裁法未规定详细的证据规则，程序具有较大灵活性。当事人可以约定适用特定的证据规则，例如《国际律师协会国际仲裁取证规则》。若未约定，则由仲裁庭决定证据事项。仲裁庭可以自行调查收集证据，但在实践中较少使用。中国没有普通法系的证据开示程序。

Chinese arbitration law does not provide detailed rules of evidence, allowing considerable procedural flexibility. Parties may agree to apply specific evidence rules, such as the IBA Rules on the Taking of Evidence in International Arbitration. In the absence of an agreement,

the tribunal shall decide on evidential matters. The tribunal may also investigate and collect evidence on its own initiative, though this is rarely used in practice. There is no common-law-style disclosure in China.

3.4 临时措施 / 3.4 Interim Measures

这是一个正在快速发展的领域。在仲裁庭组成之前，当事人可通过仲裁机构向有管辖权的法院申请财产保全、证据保全和行为保全等临时措施。2025 年修订案明确授予仲裁庭下达临时措施的权力。但对于外国仲裁程序，中国法院通常不会提供临时措施支持，除非存在司法协助安排（如内地与香港的安排）。

This is an area of rapid development. Prior to the constitution of the arbitral tribunal, parties may apply to a competent court for interim measures such as asset preservation, evidence preservation, and conduct preservation through the arbitration institution. The 2025 revision explicitly grants the arbitral tribunal the power to order interim measures. However, Chinese courts generally do not grant interim measures in aid of foreign-seated arbitrations, except under judicial assistance arrangements (e.g., the Mainland-Hong Kong Arrangement).

- **法院授予的临时措施：**目前，授予临时措施（如财产保全、证据保全）的权力专属于法院。当事人需要通过仲裁庭或仲裁机构向有管辖权的法院提出申请，并同时提供担保。法院接受申请后，应在四十八小时内作出裁定，裁定采取保全措施的，应当立即开始执行。当事人若在人民法院采取保全措施后三十日内不申请仲裁的，法院将解除保全措施。此外，当事人按保全财产数额的一定比例缴纳至多不超过 5000 元的申请费用。

- **Interim Measures by Courts:** Currently, the power to grant interim measures (e.g., preservation of assets, preservation of evidence) rests exclusively with the courts. Parties need to apply to the competent court through the arbitral tribunal or the arbitration institution and provide security concurrently. After accepting the application, the court shall make a ruling within forty-eight hours; where it rules to adopt preservation measures, such measures shall be enforced immediately. If a party fails to initiate arbitration within thirty days after the people's court takes preservation measures, the court shall terminate the preservation measures. In addition, the party shall pay an application fee calculated at a certain proportion of the value of the property under preservation, which shall not exceed RMB 5,000 at maximum.
- **仲裁庭授予的临时措施:** 主要仲裁机构的规则(如 CIETAC, BAC, SHIAC)均授权仲裁庭下令采取临时措施。然而, 由于缺乏直接的法律授权, 此类命令在中国的强制执行一直是个问题。
- **Interim Measures by Tribunals:** The rules of major arbitration institutions (e.g., CIETAC, BAC, SHIAC) empower the tribunal to order interim measures. However, the enforcement of such orders in China has been problematic due to the lack of direct statutory authority or basis.
- **突破性发展:** 2024 年, 北京仲裁委员会审理的一起案件中, 仲裁庭作出的临时措施决定获得了北京市第四中级人民法院的认可和执行。这是中国首例由仲裁庭作出临时措施决定并由法院裁定保

全并实际执行的仲裁案件。标志着中国对仲裁支持力度的显著提升。

- **Breakthrough Development:** In 2024, in a case administered by the Beijing Arbitration Commission, an interim measures decision issued by the arbitral tribunal was recognized and enforced by the Fourth Intermediate People's Court of Beijing. This marks the first case in China where a court ruled to grant preservation and enforced an interim measures award rendered by the arbitral tribunal., signaling a significant enhancement of judicial support for arbitration in China.

3.5 保密性 / 3.5 Confidentiality

仲裁以不公开审理为原则，除非当事人另有约定或涉及国家秘密。所有参与方（当事人、仲裁员、证人、专家等）均负有保密义务。

Arbitration proceedings are generally private, unless otherwise agreed by the parties or in cases involving state secrets. All participants (parties, arbitrators, witnesses, experts, etc.) are subject to confidentiality obligations.

第四章：仲裁裁决的作出与挑战 / Chapter 4: Rendering and Challenging Arbitral Awards

4.1 裁决的类型与形式要求 / 4.1 Types and Formal Requirements of Awards

裁决的法定内容：根据《中华人民共和国仲裁法》（2017年修正）第 54 条，仲裁裁决书应当载明以下事项：

Contents of Award: According to Article 54 of the PRC Arbitration Law (2017 Revision), an arbitral award shall specify the following particulars:

- **仲裁请求：**当事人提出的具体主张；
- **Arbitration claims:** The specific claims raised by the parties;
- **争议事实：**仲裁庭认定的案件基本事实；
- **Factual background of the dispute:** The basic facts of the case as determined by the arbitral tribunal;
- **裁决理由：**仲裁庭作出决定的依据（包括法律适用和证据分析）；
- **Reasons for the award:** The basis for the tribunal's decision (including the application of law and analysis of evidence);
- **裁决结果：**仲裁庭对争议的最终决定；
- **Outcome of the Award:** The final decision of the tribunal on the dispute;

Chapter 4: Rendering and Challenging Arbitral Awards

- **仲裁费用的承担：**仲裁费用（包括合理的律师费）的分摊通常遵循“败诉方承担”原则，并由仲裁庭行使裁量权；
- **Allocation of arbitration costs:** The allocation of arbitration costs (including reasonable legal fees) generally follows the "costs follow the event" principle, subject to the tribunal's discretion;
- **裁决日期：**裁决作出的具体时间。
- **Date of the award:** The specific date on which the award is rendered.

裁决的简化形式：当事人可以协议约定不载明争议事实和裁决理由（例如，在和解裁决或涉及商业秘密的案件中）。但涉及公共政策或法律强制性规定的除外。

Simplified Form of Awards: The parties may agree that the award need not state the facts of the dispute or the reasons on which the award is based (e.g., in consent awards or cases involving commercial secrets). However, this shall not apply if the matter involves public policy or mandatory provisions of the law.

裁决的类型

Types of Awards

- **最终裁决：**解决争议所有问题的裁决，标志着仲裁程序的终结。
- **Final Award:** An award that resolves all issues in dispute, marking the conclusion of the arbitration proceedings.

- **部分裁决：**针对案件中已查清的部分事实先行作出的裁决（例如，在复杂案件中先裁定责任归属，再另行裁定赔偿金额）。《中华人民共和国仲裁法》（2017 年修正）第 55 条明确允许部分裁决。
- **Partial Award:** An award rendered in advance on certain facts of the case that have been clarified (e.g., deciding issues of liability in complex cases first, with the monetary compensation to be determined separately). Article 55 of the PRC Arbitration Law (2017 Revision) explicitly permits partial awards.
- **临时裁决：**2024 年修订的《中国国际经济贸易仲裁委员会仲裁规则》（第 49 条）和《上海国际仲裁中心仲裁规则》（第 61 条）首次明确引入临时裁决制度，允许仲裁庭就程序性问题（如管辖权、证据保全）作出具有约束力的临时决定。
- **Interim Award:** The 2024 revisions to the CIETAC Arbitration Rules (Article 49) and the SHIAC Arbitration Rules (Article 61) explicitly introduce an interim award system for the first time, allowing the tribunal to issue binding interim decisions on procedural issues (such as jurisdiction and evidence preservation).

裁决的作出方式：裁决应当按照仲裁庭的多数意见作出。不能形成多数意见时，裁决应当按照首席仲裁员的意见作出。

Method of Rendering Awards: The award shall be rendered in accordance with the majority opinion of the arbitral tribunal. If a majority opinion cannot be formed, the award shall be rendered in accordance with the opinion of the presiding arbitrator.

4.2 裁决的终局性与效力 / 4.2 Finality and Effect of Awards

裁决的终局性：仲裁裁决一经作出即发生法律效力，当事人不得就同一争议再申请仲裁或向人民法院起诉。（《中华人民共和国仲裁法》（2017 年修正）第 9 条）

Finality of Awards: An arbitral award becomes legally effective upon being rendered. The parties may not re-apply for arbitration or initiate litigation in a People's Court regarding the same dispute. (PRC Arbitration Law (2017 Revision), Article 9)

裁决的既判力：生效裁决对当事人具有约束力，当事人应当自动履行裁决义务。裁决的既判力范围限于裁决书明确裁定的争议事项。

Res Judicata Effect of Awards: A valid award is binding on the parties, who shall comply with the award voluntarily. The res judicata effect of an award is limited to the matters explicitly decided in the award.

裁决的执行力：一方当事人不履行裁决时，另一方可以向有管辖权的中级人民法院申请强制执行。

Enforceability of Awards: If a party fails to comply with the award, the other party may apply to the competent Intermediate People's Court for compulsory enforcement.

4.3 撤销裁决的理由与程序 / 4.3 Grounds and Procedures for Setting Aside Awards

撤销裁决的法定理由（针对国内裁决）：根据《中华人民共和国仲裁法》（2017 年修正）第 58 条，当事人能够证明有下列情形之一的，可以向仲裁委员会所在地的中级人民法院申请撤销裁决：

Statutory Grounds for Setting Aside (Domestic Awards): In accordance with Article 58 of the PRC Arbitration Law (2017 Revision), a party may apply to the Intermediate People's Court at the place where the arbitration commission is located to set aside an award if it provides evidence proving the existence of any of the following circumstances:

- 没有仲裁协议的；
- The absence of a valid arbitration agreement;
- 裁决的事项不属于仲裁协议的范围或者仲裁委员会无权仲裁的；
- The matters dealt with in the award fall outside the scope of the arbitration agreement or are beyond the arbitral authority of the arbitration commission;
- 仲裁庭的组成或者仲裁的程序违反法定程序的；
- The composition of the arbitral tribunal or the arbitration procedure violates statutory rules;
- 裁决所根据的证据是伪造的；
- The evidence on which the award is based is forged or falsified;
- 对方当事人隐瞒了足以影响公正裁决的证据的；
- The opposing party has concealed evidence sufficient to affect the impartiality of the award;
- 仲裁员在仲裁该案时有索贿受贿、徇私舞弊、枉法裁决行为的。

Chapter 4: Rendering and Challenging Arbitral Awards

- The arbitrator solicited or accepted bribes, acted in a corrupt or biased manner, or otherwise rendered an unjust award.

此外，人民法院认定裁决违背社会公共利益的，应当裁定撤销。

In addition, if the People's Court determines that the award goes against public interest, it shall set it aside.

撤销裁决的法定理由（针对涉外裁决）：根据《中华人民共和国仲裁法》（2017 年修正）第 70 条及《中华人民共和国民事诉讼法》（2023 年修正）第 291 条，涉外裁决的撤销理由更为有限，主要限于程序性瑕疵：

Statutory Grounds for Setting Aside (Foreign-Related Awards): According to Article 70 of the PRC Arbitration Law (2017 Revision) and Article 291 of the PRC Civil Procedure Law (2023 Revision), the grounds for setting aside a foreign-related award are more limited, primarily restricted to procedural defects:

- 当事人没有订立仲裁协议或仲裁协议无效；
- The parties did not conclude an arbitration agreement or the arbitration agreement is invalid;
- 被申请人未得到指定仲裁员或进行仲裁程序的通知，或因其他非自身原因未能陈述意见；
- The respondent was not notified of the appointment of the arbitrator or the arbitration proceedings, or was unable to present its case due to reasons for which it is not responsible;
- 仲裁庭的组成或仲裁程序与仲裁规则不符；

- The composition of the arbitral tribunal or the arbitration procedure was not in accordance with the arbitration rules;
- 裁决的事项不属于仲裁协议的范围或仲裁机构无权仲裁。
- The award deals with matters falling outside the scope of the arbitration agreement or are beyond the authority of the arbitration institution.

2025 年《仲裁法》修订的重要变化

Key Changes under the 2025 Arbitration Law Revision

- **统一撤销标准:** 新法推动国内裁决与涉外裁决撤销标准的统一，缩小双重标准之间的差异。
- **Unified Standards for Setting Aside:** The new law aims to promote the unification of standards for setting aside domestic and foreign-related awards, narrowing the differences between the dual-track system.
- **缩短申请期限:** 申请撤销裁决的期限从 6 个月缩短至 3 个月。
- **Shortened Time Limit for Application:** The time limit for applying to set aside an award is reduced from six months to three months.
- **明确公共政策内涵:** 新法明确将“违反社会公共利益”细化为违反法律基本原则、国家安全、社会公序良俗等情形，限制法院自由裁量权的滥用。
- **Clarification of Public Policy:** The new law provides guidance on what is “contrary to the public interest”, including violations of

fundamental legal principles, national security, and social public order and morality, thereby restricting the abuse of judicial discretion by courts.

撤销裁决的程序

Procedures for Setting Aside an Award

- 1) **申请：**当事人向仲裁机构所在地的中级人民法院提交撤销裁决申请书及相关证据。

Application: The party submits an application to set aside the award, along with supporting evidence, to the Intermediate People's Court at the place where the arbitration institution is located.

- 2) **法院审查：**法院组成合议庭进行审查，必要时可以询问当事人。

Court Review: The court forms a collegial panel to conduct a review and may, if necessary, pose questions to the parties.

- 3) **上报制度：**中级人民法院若认为裁决应予撤销，须报请高级人民法院审查。高级人民法院同意撤销的，应再报请最高人民法院核准。此“报核制度”极大限制了地方法院随意撤销裁决的可能性，体现了对仲裁的支持。

Reporting System: If the Intermediate People's Court considers that the award should be set aside, it must report the matter to the higher People's Court for review. If the higher People's Court agrees to set aside the award, it shall further report to the Supreme People's Court for approval. This “reporting system” significantly

restricts the possibility of local courts arbitrarily setting aside awards, reflecting support for arbitration.

- 4) **裁定结果：**法院应当在受理申请之日起两个月内作出撤销裁决或者驳回申请的裁定。

Ruling: The court shall issue a ruling to set aside the award or dismiss the application within two months from the date of accepting the application.

撤销裁决的后果：裁决被撤销后，当事人可以重新达成仲裁协议申请仲裁，也可以向人民法院起诉。

Consequences of Setting Aside an Award: After an award is set aside, the parties may either reach a new arbitration agreement and apply for arbitration, or initiate litigation in a People's Court.

4.4 裁决的更正、解释与补充 / 4.4 Correction, Interpretation, and Supplementation of Awards

裁决书中的错误更正：如果裁决书中有文字、计算错误或者其他类似错误，仲裁庭应当自行更正，或者根据当事人的申请在收到申请之日起 30 日内作出更正。更正构成裁决书的一部分。

Correction of Errors in the Award: If there are clerical errors, miscalculations, or other similar errors in the award, the arbitral tribunal shall make corrections on its own initiative, or upon the request of a party within 30 days of receiving such request. The corrections shall form part of the award.

裁决的解释：当事人对裁决内容有异议或者认为表述不明的，可以自收到裁决书之日起 30 日内请求仲裁庭作出解

释。仲裁庭作出的解释构成裁决书的一部分。（依据《中华人民共和国仲裁法》第五十六条精神及仲裁规则惯例）

Interpretation of the Award: If a party objects to the content of the award or believes that the wording is unclear, it may request the arbitral tribunal to provide clarification within 30 days of receiving the award. The clarification given by the arbitral tribunal shall form part of the award. (Based on the spirit of Article 56 of the PRC Arbitration Law and common arbitration rules practice.)

补充裁决: 裁决书中遗漏了当事人已经提出且在仲裁程序中经过辩论的请求的，仲裁庭应当自行补充裁决，或者根据当事人的申请在收到申请之日起 30 日内作出补充裁决。补充裁决构成裁决书的一部分。（依据《中华人民共和国仲裁法》第五十六条精神及仲裁规则惯例）

Supplementation of the Award: If the award omits claims that were raised by a party and argued during the arbitration proceedings, the arbitral tribunal shall render a supplementary award on its own initiative, or upon the request of a party, within 30 days of receiving such request. The supplementary award shall form part of the award. (in accordance with the spirit of Article 56 of the PRC Arbitration Law and common arbitration rules and practices).

4.5 裁决的保密性 / 4.5 Confidentiality of Awards

保密义务: 仲裁应当不公开进行。当事人、仲裁员、仲裁机构、证人、专家、翻译人员等参与仲裁的所有主体均对仲裁程序及裁决内容负有保密义务，除非当事人另有约定或法律另有规定（如涉及国家秘密）。

Duty of Confidentiality: Arbitration proceedings shall be conducted in-camera. All participants in the arbitration, including the parties, arbitrators, arbitration institution

representatives, witnesses, experts, and interpreters, are subject to a duty of confidentiality regarding the arbitration proceedings and the content of the award, unless otherwise agreed by the parties or provided by law (e.g., in matters involving state secrets).

2025 年新法发展：新法第 52 条进一步扩展了保密例外情形，包括保护他人商业秘密和个人隐私，反映了对仲裁程序保密性的更强重视。

Development under the 2025 New Arbitration Law: Article 52 of the New Arbitration Law further extends the exceptions to confidentiality to include the protection of commercial secrets and personal privacy, reflecting a stronger emphasis on confidentiality in arbitration proceedings.



第五章：仲裁裁决的承认与执行 / Chapter 5: Recognition and Enforcement of Arbitral Awards

5.1 中国内地裁决的执行 / 5.1 Enforcement of Domestic Awards in Mainland China

执行依据：当事人应当履行具有法律效力的仲裁裁决。一方当事人不履行的，另一方当事人可以依照《中华人民共和国民事诉讼法》的有关规定向人民法院申请执行。

Basis for Enforcement: The parties shall carry out the arbitral award which has taken legal effect. If a party fails to carry out the award, the other party may apply to the People's Court for enforcement in accordance with the relevant provisions of the Civil Procedure Law of the People's Republic of China.

申请执行的期限：申请执行的期间为二年。从法律文书规定履行期间的最后一日起计算；法律文书规定分期履行的，从最后一期履行期限届满之日起计算；法律文书未规定履行期间的，从法律文书生效之日起计算。

Time Limit for Enforcement Applications: The time limit for the submission of an application for execution is two years. The time limit is calculated from the last day of the period of performance specified by the award; if the award specifies performance by stages, calculation of this time limit commences from the last day of the period specified for the final performance; if no period of performance is specified in the award, calculation commences from the effective date of the award.

执行管辖法院：仲裁裁决由被执行人住所地或者被执行的财产所在地中级人民法院执行。

Competent Court for Enforcement: An arbitral award shall be enforced by the Intermediate People's Court of the place where the enforcement respondent is domiciled or where the property subject to enforcement is located.

不予执行的情形: 根据《中华人民共和国民事诉讼法》(2023 修正) 第 248 条, 被申请人提出证据证明仲裁裁决有下列情形之一的, 经人民法院组成合议庭审查核实, 裁定不予执行:

Grounds for Refusing Enforcement: According to Article 248 of the PRC Civil Procedure Law (2023 Revision), if the enforcement respondent presents evidence that proves any of the following circumstances, the People's Court shall, after examination and verification by a collegial panel formed by the court, render a ruling to refuse enforcement:

(一) 当事人在合同中没有订有仲裁条款或者事后没有达成书面仲裁协议的;

(1) The parties do not have an arbitration clause in their contract and also did not enter into a written arbitration agreement thereafter;

(二) 裁决的事项不属于仲裁协议的范围或者仲裁机构无权仲裁的;

(2) The matters dealt with by the award fall outside the scope of the arbitration agreement or are beyond the arbitral authority of the arbitration institution;

(三) 仲裁庭的组成或者仲裁的程序违反法定程序的;

(3) The composition of the arbitral tribunal or the arbitration procedure violates the statutory procedure;

(四) 裁决所根据的证据是伪造的;

(4) The evidence on which the award is based is forged or falsified;

（五）对方当事人向仲裁机构隐瞒了足以影响公正裁决的证据的；

(5) The other party has concealed evidence from the arbitration institution which is sufficient to affect the impartiality of the award; or

（六）仲裁员在仲裁该案时有贪污受贿，徇私舞弊，枉法裁决行为的。

(6) The arbitrators solicited or accepted bribes, engaged in malpractice for personal benefits, or otherwise rendered an unjust award.

人民法院认定执行该裁决违背社会公共利益的，裁定不予执行。

If the People's Court determines that the enforcement of the award would be contrary to the public interest, it shall make an order refusing enforcement.

2025 年新法发展：缩短申请撤销裁决的期限：新仲裁法将当事人申请撤销裁决的期限从 6 个月缩短至 3 个月。

Development under the 2025 New Arbitration Law: Shortened Time Limit for Setting Aside Applications:
The New Arbitration Law shortens the time limit for a party to apply for setting aside an award from six months to three months.

执行的期限：依据《最高人民法院关于人民法院办理执行案件若干期限的规定》，首先关于一般执结期限，应在被执行人有财产可供执行案件立案后 6 个月内办结，非诉执行案件立案后 3 个月内办结。其次在程序时限上，需在立案 7 日内确定承办人；承办人收案 3 日内向被执行人送

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达执行通知书，并告知申请执行人提供财产线索。此外，特殊情形需延长期限的，应于期限届满 5 日前报批。

Time limits for Enforcement: Pursuant to the Provisions of the Supreme People's Court on Several Time Limits for People's Courts Handling Enforcement Cases, firstly, as to the general closing time limit, cases where the person subject to enforcement has property available for enforcement shall be closed within 6 months upon filing, and non-litigation enforcement cases within 3 months upon filing. Secondly, with regard to procedural deadlines, the case handler shall be designated within 7 days after filing; within 3 days upon receiving case documents, the handler shall serve an enforcement notice on the person subject to enforcement and inform the applicant for enforcement to provide property leads. Furthermore, where an extension is needed under special circumstances, the relevant application shall be submitted for approval 5 days prior to the expiry of the time limit.

5.2 涉外裁决的执行 / 5.2 Enforcement of Foreign-Related Awards

涉外裁决的界定：涉外仲裁裁决是指仲裁机构对涉外民事争议作出的裁决。根据《最高人民法院关于适用〈中华人民共和国民事诉讼法〉的解释》（2022 年修正）第 520 条，有下列情形之一的，人民法院可以认定为涉外民事案件：

Definition of Foreign-Related Awards: A foreign-related arbitral award is an award made by an arbitration institution concerning a foreign-related civil dispute. According to Article 520 of the SPC Interpretation on the Application of the PRC Civil Procedure Law (2022 Revision), a People's Court may determine a case as a foreign-related civil case under any of the following circumstances:

（一）当事人一方或者双方是外国人、无国籍人、外国企业或者组织的；

(1) Either party or both parties are non-PRC foreigners, stateless persons, foreign enterprises, or organizations;

（二）当事人一方或者双方的经常居所地在中华人民共和国领域外的；

(2) The habitual residence of either party or both parties is outside the territory of the People's Republic of China;

（三）标的物在中华人民共和国领域外的；

(3) The subject matter is located outside the territory of the People's Republic of China;

（四）产生、变更或者消灭民事关系的法律事实发生在中华人民共和国领域外的；

(4) The legal facts that establish, change, or terminate the civil relationship occur outside the territory of the People's Republic of China; or

（五）可以认定为涉外民事案件的其他情形。

(5) Other circumstances that can be determined as a foreign-related civil case.

执行程序：对中华人民共和国的涉外仲裁机构作出的裁决，一方当事人不履行的，对方当事人可以向被申请人住所地或者财产所在地的中级人民法院申请执行。

Enforcement Procedure: If a party fails to perform an award made by a foreign-related arbitration institution of the People's Republic of China, the other party may apply for enforcement to the Intermediate People's Court of the place where the person against whom the application for enforcement is made has their domicile or where their property is located.

不予执行涉外裁决的理由：根据《民事诉讼法》（2023 年修正）第 291 条，对中华人民共和国涉外仲裁机构作出的裁决，被申请人提出证据证明仲裁裁决有下列情形之一的，经人民法院组成合议庭审查核实，裁定不予执行：

Grounds for Refusing Enforcement of Foreign-Related Awards: According to Article 291 of the Civil Procedure Law(2023 Revision), with respect to an award made by a foreign-related arbitration institution of the People's Republic of China, if the person against whom the application for enforcement is made presents evidence to prove that the award involves any of the following circumstances, the People's Court shall, after examination and verification by a collegial panel formed by the court, make an order refusing enforcement:

（一）当事人在合同中没有订有仲裁条款或者事后没有达成书面仲裁协议的；

(1) The parties do not have an arbitration clause in their contract and did not enter into a written arbitration agreement thereafter;

（二）被申请人没有得到指定仲裁员或者进行仲裁程序的通知，或者由于其他不属于被申请人负责的原因未能陈述意见的；

(2) The person against whom the application for enforcement is made was not given notice for the appointment of an arbitrator or for the inception of the arbitration proceedings, or was unable to present their case due to causes for which they are not responsible;

（三）仲裁庭的组成或者仲裁的程序与仲裁规则不符的；

(3) The composition of the arbitral tribunal or the arbitration procedure was not in conformity with the rules of arbitration; or

（四）裁决的事项不属于仲裁协议的范围或者仲裁机构无权仲裁的。

(4) The matters dealt with by the award fall outside the scope of the arbitration agreement or are beyond the arbitral authority of the arbitration institution.

人民法院认定执行该裁决违背社会公共利益的，裁定不予执行。

If the People's Court determines that the enforcement of the award would be contrary to the public interest, it shall rule to refuse enforcement.

5.3 外国裁决的承认与执行（依据《纽约公约》） / 5.3 Recognition and Enforcement of Foreign Awards (under the New York Convention)

法律依据：中国于 1987 年加入《承认及执行外国仲裁裁决公约》（《纽约公约》）。根据公约规定，中国法院有义务承认和执行在其他缔约国领土内作出的仲裁裁决。中国在加入时作了互惠保留和商事保留声明。

Legal Basis: China acceded to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) in 1987. According to the Convention, Chinese courts are obliged to recognize and enforce arbitral awards made in the territory of other contracting states. China made both the reciprocity reservation and the commercial reservation upon its accession.

互惠保留：中国只承认和执行在《纽约公约》其他缔约国领土内作出的仲裁裁决。

Reciprocity Reservation: China will only recognize and enforce arbitral awards made in the territory of other contracting states to the New York Convention.

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商事保留：中国只承认和执行根据中国法律属于契约性和非契约性的商事法律关系所引起的争议所作出的仲裁裁决。

Commercial Reservation: China will only apply the Convention to differences arising out of legal relationships, whether contractual or not, which are considered as commercial under the national law of China.

申请承认和执行的程序：申请中国法院承认和执行外国仲裁裁决，应当直接向被执行人住所地或者其财产所在地的中级人民法院提出。当事人应当提交仲裁裁决书正本、仲裁协议正本或正式副本，以及经认证的中文译本。（《最高人民法院关于执行我国加入的〈承认及执行外国仲裁裁决公约〉的通知》）

Procedure for Recognition and Enforcement Application: An application for recognition and enforcement of a foreign arbitral award to a Chinese court shall be submitted directly to the Intermediate People's Court of the place where the person against whom the application is made has their domicile or where their property is located. The party shall submit the original arbitral award or a duly certified copy thereof, the original arbitration agreement or a duly certified copy thereof, and a certified Chinese translation. (SPC Notice on the Implementation of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards Acceded to by China)

拒绝承认和执行的理由：根据《纽约公约》第五条，拒绝承认和执行外国仲裁裁决的理由包括：

Grounds for Refusing Recognition and Enforcement under the New York Convention: According to Article V of the New York Convention, the grounds for refusing

recognition and enforcement of a foreign arbitral award include:

(一) 仲裁协议当事人无行为能力或协议无效;

(a) The parties to the arbitration agreement were under some incapacity, or the said agreement is not valid;

(二) 被申请人未获适当通知或未能陈述案情;

(b) The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case;

(三) 裁决处理事项超出仲裁协议范围;

(c) The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration;

(四) 仲裁庭组成或仲裁程序不符合约定或仲裁地法律;

(d) The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(五) 裁决尚无约束力或已被撤销停止执行。

(e) The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

如执行地法院认定执行该裁决会违背公共政策，也可拒绝承认和执行。

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Recognition and enforcement may also be refused if the competent authority in the country where recognition and enforcement is sought finds that the recognition or enforcement of the award would be contrary to the public policy of that country.

中国法院的实践：中国法院普遍秉持支持仲裁的立场，严格限制对仲裁裁决的实体审查，仅在存在《纽约公约》规定的明确事由时才会拒绝承认和执行外国仲裁裁决。最高人民法院建立的“内部报告制度”要求下级法院在决定拒绝承认和执行外国仲裁裁决前，必须逐级报请最高人民法院批准，这有效防止了地方保护主义，确保了法律适用的统一。

Practice of Chinese Courts: Chinese courts generally adopt a pro-arbitration stance, strictly limiting substantive review of arbitral awards and refusing recognition and enforcement only upon clear grounds stipulated in the New York Convention. The "Internal Reporting System" established by the Supreme People's Court requires lower courts to report to the SPC for approval before deciding to refuse recognition and enforcement of a foreign arbitral award. This effectively prevents local protectionism and ensures uniform application of the law.

5.4 执行中的公共政策抗辩 / 5.4 Public Policy Defense in Enforcement

公共政策的界定：中国法院对公共政策的解释持谨慎和限制性态度。公共政策通常指涉及国家基本法律原则、国家安全、社会公共利益和善良风俗等根本性事项。违反强制性法律规定并不必然构成对公共政策的违反。

Definition of Public Policy: Chinese courts interpret public policy cautiously and restrictively. Public policy generally refers to fundamental matters such as basic legal principles of the state, national security, social public

interest, and good morals. A violation of mandatory legal provisions does not necessarily constitute a violation of public policy.

适用标准：中国法院在适用公共政策抗辩时采用“直接关联性”标准，即只有当仲裁裁决的执行结果本身直接违反中国社会的基本公共利益时，才会适用公共政策拒绝执行。仅仅违反法律强制性规定不足以构成公共政策抗辩。

Application Standard: When applying the public policy defense, Chinese courts adopt a "direct connection" test, meaning that the defense applies only if the enforcement of the arbitral award itself would directly violate the fundamental public interest of Chinese society. A mere violation of mandatory legal provisions is insufficient to constitute a public policy defense.



第六章：前沿趋势与特别议题 / Chapter 6: Cutting-Edge Trends and Special Topics

6.1 法律框架的最新发展 / 6.1 Latest Developments in the Legal Framework

2025 年《仲裁法》全面修订：2025 年 9 月 12 日，第十四届全国人大常委会第十七次会议通过新修订的《中华人民共和国仲裁法》，自 2026 年 3 月 1 日起施行。此次修订是《仲裁法》自 1995 年实施以来最全面的一次修改，旨在解决仲裁体系和实践中的关键问题。

Comprehensive Revision of the 2025 Arbitration Law: On September 12, 2025, the 17th Session of the Standing Committee of the 14th National People's Congress passed the newly revised PRC Arbitration Law, which will take effect on March 1, 2026. This revision represents the most comprehensive amendment since the Arbitration Law came into effect in 1995, aiming to address key issues in the arbitration system and practice.

《民事诉讼法》相关修订：2023 年修订、2024 年实施的《中华人民共和国民事诉讼法》重新定义了“外国仲裁裁决”，采用“仲裁地”标准而非“仲裁机构所在地”标准，与《纽约公约》保持一致。

Relevant Revisions to the Civil Procedure Law: The PRC Civil Procedure Law, revised in 2023 and effective in 2024, redefines "foreign arbitral awards" by adopting the "seat of arbitration" standard instead of the "location of the arbitration institution" standard, aligning with the New York Convention.

6.2 临时仲裁的有限合法化 / 6.2 Limited Legalization of Ad Hoc Arbitration

发展历程：中国传统上不承认临时仲裁。2025 年新《仲裁法》第 82 条开创性地规定了有限度的临时仲裁制度，允许将涉外海事纠纷以及自贸区、海南自由贸易港等区域内企业间的涉外争议提交临时仲裁。

Development Process: China traditionally did not recognize ad hoc arbitration. Article 82 of the 2025 New Arbitration Law introduces a groundbreaking limited framework for ad hoc arbitration, allowing foreign-related maritime disputes and foreign-related disputes between enterprises in Pilot FTZs, the Hainan Free Trade Port, and other designated areas to be submitted to ad hoc arbitration.

- **上海仲裁协会规则：**2024 年 8 月 1 日，上海仲裁协会颁布《上海仲裁协会临时仲裁规则》，为首个专门适用于临时仲裁的规则体系。此外，上海仲裁协会于 2025 年 9 月 26 日发布《上海仲裁协会临时仲裁操作指引》作为配套上述规则的实务指南，其重点聚焦于临时仲裁规则的适用、仲裁庭的组成、临时仲裁审理程序以及执行问题。除上海外，青岛仲裁委员会、广州仲裁委员会南沙国际仲裁中心等也已出台临时仲裁服务规则。
- **Shanghai Arbitration Association Rules:** On August 1, 2024, the Shanghai Arbitration Association promulgated the "Shanghai Arbitration Association Ad Hoc Arbitration Rules", the first set of rules specifically designed for ad hoc arbitration. In addition, the Shanghai Arbitration Association issued the Shanghai Arbitration Association Ad Hoc Arbitration Practice Guidelines on 26 September 2025 as a

practical guide supplementary to the aforesaid Rules, which mainly focuses on the application of the ad hoc arbitration rules, the constitution of the arbitral tribunal, hearing procedures for ad hoc arbitration and enforcement-related matters. Besides Shanghai, the Qingdao Arbitration Commission, the Nansha International Arbitration Center of the Guangzhou Arbitration Commission and other institutions have also formulated rules governing ad hoc arbitration services.

- **首例临时仲裁案件：**2024 年，中国海事仲裁委员会（CMAC）依据其《临时仲裁规则》成功处理首例公开的临时仲裁案件，标志着临时仲裁在中国的实践取得重要进展。
- **First Ad Hoc Arbitration Case:** In 2024, the China Maritime Arbitration Commission (CMAC) successfully handled the first publicly disclosed ad hoc arbitration case under its Ad Hoc Arbitration Rules, marking significant progress in the practice of ad hoc arbitration in China.

制度要求：当事人选择临时仲裁的，应当书面约定仲裁地为中国境内，并按规定组成仲裁庭。仲裁庭组成后三个工作日内需向仲裁协会备案。

Institutional Requirements: Parties opting for ad hoc arbitration must agree in writing to seat the arbitration in Mainland China and constitute the tribunal accordingly. The constitution of the tribunal must be filed with the arbitration association within three working days after its formation.

6.3 在线仲裁与数字化 / 6.3 Online Arbitration and Digitalization

法律依据：2025 年新《仲裁法》首次在法律层面明确允许通过在线平台进行仲裁，并规定在线仲裁与线下仲裁具有同等法律效力。

Legal Basis: The 2025 New Arbitration Law explicitly permits arbitration to be conducted through online platforms for the first time and stipulates that online arbitration has the same legal effect as in-person arbitration.

实践发展：主要仲裁机构普遍采用电子递交、在线庭审、电子送达和电子签名裁决书。

Practical Development: Major arbitration institutions have widely adopted electronic filing, online hearings, electronic service, and electronically signed awards.

- **CIETAC 规则：**2024 年规则第 8 条、第 21 条明确允许电子方式提交文件，优先采用电子送达。
- **CIETAC Rules:** Articles 8 and 21 of the 2024 Rules explicitly allow for electronic submission of documents and prioritize electronic service.
- **SHIAC 电子平台：**上海国际仲裁中心开发“E-Platform”，供当事人在线提交文件证据。
- **SHIAC E-Platform:** The Shanghai International Arbitration Center has developed an "E-Platform" for parties to submit documents and evidence online.
- **广州仲裁委员会：**作为 APEC 在线争议解决机制的重要提供者，在处理小微企业跨境争议方面发挥重要作用。

- **Guangzhou Arbitration Commission:** As a key provider in the APEC Online Dispute Resolution mechanism, it plays a significant role in resolving cross-border disputes for micro, small, and medium-sized enterprises (MSMEs).

6.4 第三方资助 / 6.4 Third-Party Funding

规则引入: CIETAC 2024 年《仲裁规则》第 48 条首次就第三方资助作出规定, 要求受资助方及时披露第三方资助协议的存在、资助方身份及相关经济利益。此外, 北京仲裁委 (BAC) 2026 年《国内仲裁规则》第 62 条、《国际仲裁规则》第 56 条、广州仲裁委 (GZAC) 2026 年《仲裁规则》第 124 条以及香港国际仲裁中心 (HKIAC) 2024 年《仲裁规则》第 44.1 条同样对第三方资助问题作出类似规定。

Introduction of Rules: Article 48 of the CIETAC 2024 Arbitration Rules regulates third-party funding for the first time, requiring the funded party to promptly disclose the existence of the third-party funding agreement, the identity of the funder, and relevant economic interests. In addition, Article 62 of the 2026 Domestic Arbitration Rules and Article 56 of the 2026 International Arbitration Rules of the Beijing Arbitration Commission (BAC), Article 124 of the 2026 Arbitration Rules of the Guangzhou Arbitration Commission (GZAC), and Article 44.1 of the 2024 HKIAC Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC) contain analogous provisions concerning third-party funding.

披露义务: 仲裁庭可要求披露更多相关信息, 并在裁决费用时考虑第三方资助安排的存在及当事人是否遵守披露要求。

Disclosure Obligation: The arbitral tribunal may require disclosure of additional relevant information and may take into account the existence of any third-party funding

arrangements and the parties' compliance with disclosure requirements when deciding on costs.

司法态度：中国法院对第三方资助协议的可执行性存在不同观点，实践中应注意相关合同无法执行的风险。

Judicial Attitude: Chinese courts hold divergent views on the enforceability of third-party funding agreements, and the risk of unenforceability of such contracts should be noted in practice.

6.5 紧急仲裁员程序 / 6.5 Emergency Arbitrator Procedures

制度确立：CIETAC、BAC、SHIAC 等主要仲裁机构的 2024 年规则均引入了紧急仲裁员程序，允许当事人在仲裁庭组成前申请临时救济。

Establishment of the System: The 2024 Rules of major arbitration institutions such as CIETAC, BAC, and SHIAC have introduced emergency arbitrator procedures, allowing parties to apply for interim relief before the constitution of the arbitral tribunal.

首例法院执行：2025 年 5 月 14 日，上海国际商事法院应上海国际仲裁中心（SHIAC）的请求，为一起国际仲裁案件签发调查令，协助仲裁庭取证。这是全国法院首次以调查令形式支持国际商事仲裁调查取证的案件。

First Court Enforcement: On May 14, 2025, the Shanghai International Commercial Court, upon the request of the Shanghai International Arbitration Center (SHIAC), issued an investigation order to assist in evidence-taking for an international arbitration case. This marks the first case in China where a people's court supported evidence collection for international commercial arbitration by means of a letter of investigation.

6.6 内地与香港仲裁的协作 / 6.6 Cooperation between Mainland China and Hong Kong Arbitration

相互机构设立

Mutual Establishment of Institutions

- **HKIAC 北京代表处:** 2024 年 12 月, 香港国际仲裁中心 (HKIAC) 在北京设立代表处, 是首个在中国内地设立代表机构的外国仲裁机构。
- **HKIAC representative office in Beijing:** In December 2024, the Hong Kong International Arbitration Centre (HKIAC) established a representative office in Beijing, becoming the first foreign arbitration institution to set up a representative office in Mainland China.
- **SHIAC 香港中心:** 2024 年 4 月, 上海国际仲裁中心 (SHIAC) 正式设立香港中心。
- **SHIAC Hong Kong Center:** In April 2024, the Shanghai International Arbitration Center (SHIAC) officially launched its Hong Kong Center.

临时措施安排: 自 2019 年 10 月 1 日《关于内地与香港特别行政区法院就仲裁程序相互协助保全的安排》实施至 2024 年, 香港仲裁机构已向内地法院提交超过 100 份协助保全申请, 获准保全资产总额达 157 亿元人民币。

Interim Measures Arrangement: From the implementation of the "Arrangement Concerning Mutual Assistance in Court-ordered Interim Measures in Aid of Arbitration" on October 1, 2019, to 2024, Hong Kong arbitration institutions have submitted over 100 applications for interim measures assistance to Mainland

courts, with the total value of preserved assets approved reaching RMB 15.7 billion.

司法支持：香港法院在 Re Simplicity、Re Shandong Chenming 等案中明确，仲裁条款具有优先性，法院一般应尊重当事人将争议提交仲裁的约定。

Judicial Support: In cases such as Re Simplicity and Re Shandong Chenming, Hong Kong courts have clarified that arbitration clauses take precedence, and courts should generally respect the parties' agreement to submit disputes to arbitration.

6.7 投资仲裁的发展 / 6.7 Development of Investment Arbitration

规则制定：2017 年 9 月 19 日，CIETAC 颁布《中国国际经济贸易仲裁委员会国际投资争端仲裁规则（试行）》，自 2017 年 10 月 1 日起施行。这是 CIETAC 首套关于国际投资者与国家间投资争端的仲裁规则。2019 年 7 月 4 日，北京仲裁委员会审议通过《北京仲裁委员会/北京国际仲裁院国际投资仲裁规则》并于 2019 年 10 月 1 日起施行。亦有其他仲裁机构以适用 UNCITRAL 规则的方式审理投资仲裁案件，例如上海仲裁委（SHAC）2025 年《仲裁规则》第 2 条规定，经各方同意或按照相关条约规定，仲裁委受理国际投资者与东道国之间的国际投资争议仲裁案件。

Rules Formulation: On September 19, 2017, CIETAC issued the "Arbitration Rules of the China International Economic and Trade Arbitration Commission for International Investment Disputes (for Trial Implementation)", effective from October 1, 2017. This is CIETAC's first set of arbitration rules for international investor-state investment disputes. On 4 July 2019, the Beijing Arbitration Commission reviewed and adopted the BAC/Beijing International Arbitration Centre International

Investment Arbitration Rules, which entered into force on 1 October 2019. Other arbitral institutions also hear investment arbitration cases by applying the UNCITRAL Rules. For instance, Article 2 of the 2025 Arbitration Rules of the Shanghai Arbitration Commission (SHAC) stipulates that upon consent of all parties or in accordance with relevant treaties, the Commission may accept arbitral cases concerning international investment disputes between international investors and host States.

国际合作：中国于 1993 年加入《解决国家与他国国民间投资争端公约》（《华盛顿公约》），但国内法尚未就国际投资争端解决中心（ICSID）裁决的执行制定具体实施细则。

International Cooperation: China acceded to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (the Washington Convention) in 1993, but domestic law has not yet provided specific implementation rules for the enforcement of ICSID awards.

6.8 外国仲裁机构在华业务发展 / 6.8 Development of Foreign Arbitration Institutions' Business in China

近年来，中国放宽了外国仲裁机构在特定区域（如上海临港新片区、北京服务业扩大开放综合示范区）设立业务机构并提供仲裁服务的限制。例如，国际商会国际仲裁院（ICC）、新加坡国际仲裁中心（SIAC）、韩国商事仲裁院（KCAB）等已在中国内地设立代表处或办公室。

In recent years, China has relaxed restrictions on foreign arbitration institutions establishing business entities and providing arbitration services in specific areas (e.g., Shanghai Lingang New Area, Beijing Comprehensive Demonstration Zone for Expanding Opening Up in Services). For example, the ICC International Court of Arbitration, the Singapore International Arbitration Centre (SIAC), and the Korean Commercial Arbitration Board

(KCAB) have set up representative offices or offices in Mainland China.

6.9 跨境执行的新趋势 / 6.8 New Trends in Cross-Border Enforcement

国际认可度提升：2024 年至 2025 年，多个法域（如美国、加拿大、新加坡、印度尼西亚等）的法院相继承认和执行了中国仲裁机构作出的裁决，表明中国仲裁裁决的国际认可度不断提高。

Increased International Recognition: From 2024 to 2025, courts in multiple jurisdictions (e.g., the United States, Canada, Singapore, Indonesia) have recognized and enforced awards made by Chinese arbitration institutions, indicating the growing international recognition of Chinese arbitral awards.

- **美国法院：**2024 年 1 月 12 日，加利福尼亚法院承认和执行北京仲裁委员会（BAC）裁决；2025 年 4 月 8 日，美国佛罗里达南区地区法院承认和执行上海国际仲裁中心（SHIAC）裁决。
- **US Courts:** On January 12, 2024, a California court recognized and enforced a BAC award; on April 8, 2025, the US District Court for the Southern District of Florida recognized and enforced a SHIAC award.
- **加拿大法院：**2024 年 1 月 26 日，加拿大安大略省高等法院承认和执行 CIETAC 裁决。
- **Canadian Court:** On January 26, 2024, the Ontario Superior Court of Justice in Canada recognized and enforced a CIETAC award.

《海牙公约》的适用：2023 年 11 月 7 日，《海牙关于取消外国公文书认证的公约》在中国生效，简化了涉外仲裁中证据等文件的认证流程。

Application of the Hague Convention: The Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents took effect in China on November 7, 2023, simplifying the authentication process for documents to be used in foreign-related arbitration.



附录一：关键术语中英对照表 / Appendix 1: Key Terms Glossary

A

Ad hoc arbitration (临时仲裁): 非由常设仲裁机构管理，而是由当事人自行或依据特定规则（如 UNCITRAL 规则）组织进行的仲裁。

Administrative Secretary (行政秘书): 协助仲裁庭处理程序事务的人员。

Applicable Law (适用法律): 适用于合同争议实体问题的法律。

Arbitral Institution (仲裁机构): 为仲裁程序提供管理服务的常设组织（如 ICC、CIETAC、SIAC 等）。

Arbitral Tribunal (仲裁庭): 负责审理仲裁案件并作出裁决的个人或小组（独任或三人仲裁庭）。

Arbitration (仲裁): 一种私密的、有约束力的争议解决方式，由当事人选择的仲裁庭根据约定的规则作出终局裁决。

Arbitration Agreement (仲裁协议): 当事人同意将现有或未来的争议提交仲裁解决的协议。

Arbitrator (仲裁员): 由当事人指定或代为指定，组成仲裁庭审理案件的人员。

Award (裁决): 仲裁庭就争议实质问题作出的终局和有约束力的决定。

C

Challenge to Arbitrator (对仲裁员的异议): 当事人基于合理怀疑仲裁员缺乏独立性或公正性而要求其回避的程序。

Confidentiality (保密性): 仲裁程序及相关文件、裁决通常不公开的原则。

Consolidation (合并仲裁): 将两个或多个关联的仲裁程序合并为一个程序进行审理。

Costs (费用承担): 仲裁程序产生的费用（如仲裁员报酬、机构管理费、律师费等），通常由败诉方承担。

D

Domestic Arbitration (国内仲裁): 不具有涉外因素的仲裁，适用中国仲裁法中关于国内仲裁的特别规定。

E

Enforcement (执行): 通过国家强制力实现仲裁裁决内容的过程。

Expedited Procedure (快速程序): 适用于争议金额较低或案情简单案件的简化仲裁程序。

F

Foreign-Related Arbitration (涉外仲裁): 具有涉外因素（如当事人国籍、标的物所在地等）的仲裁，适用更灵活的司法审查标准。

I

Interim Measures (保全措施): 在仲裁程序最终裁决作出前，为维持现状、防止损害或保全资产/证据而采取的临时性救济措施。

J

Joinder (追加当事人): 将原非仲裁协议当事人的第三方加入正在进行的仲裁程序。

K

Kompetenz-Kompetenz (自裁管辖权): 仲裁庭有权裁定自身管辖权的原则。

L

Language of Arbitration (仲裁语言): 仲裁程序使用的语言，通常由当事人约定或仲裁庭确定。

M

Mediation (调解): 由中立的第三方协助当事人自愿达成和解协议的非约束性争议解决过程。

Multi-Party Arbitration (多方当事人仲裁): 涉及两个以上当事人的仲裁程序。

N

New York Convention (《纽约公约》): 《承认及执行外国仲裁裁决公约》，是国际仲裁裁决得以在全球范围内广泛执行的基础。

P

Place of Arbitration (仲裁地): 仲裁的法律所在地，决定仲裁的程序法及监督法院。

Public Policy (公共政策): 执行地国基本的法律、道德、政治或社会准则。若裁决违背公共政策，可被拒绝承认与执行。

R

Recognition and Enforcement (承认与执行): 承认仲裁裁决的约束力，并通过国家强制力使其得以实现的过程。

S

Seat of Arbitration (仲裁地): 同"Place of Arbitration"。

Setting Aside An Award (撤销裁决): 经当事人申请，由仲裁地法院撤销仲裁裁决的程序。

T

Third-Party Funding (TPF) (第三方资助): 非案件当事方为一方当事人支付仲裁费用，以换取部分赔偿或裁决金额的安排。

U

UNCITRAL Rules (《UNCITRAL 规则》): 联合国国际贸易法委员会仲裁规则，广泛用于临时仲裁。



附录二：国内常用仲裁机构信息表 / Appendix 2: Information of Common Arbitral Institutions of China

名称/Institution 最新规则/latest Rules	示范条款/Model Clauses	程序平均期限 Average Length of Proceedings 费用估算/Cost Estimation (1/10/100Million*, RMB)
中国国际贸易仲裁委员会 (贸仲) China International Economic and Trade Arbitration Commission, CIETAC https://www.cietac.org	凡因本合同引起的或与本合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会（贸仲），按照申请仲裁时贸仲有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。 Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission(CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.	未披露/undisclosed Domestic case/国内案件： 36,500/114,500/744,500 Foreign related/涉外案件： 50,000/235,000/1,135,000

上海国际经济贸易仲裁委员会 / 上海国际仲裁中心 (SHIAC) Shanghai International Economic and Trade Arbitration Commission / Shanghai International Arbitration Center https://www.shiac.org/pc/SHIAC	凡因本合同引起的或与本合同有关的任何争议，均应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。 Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration.	119 天/119 days Domestic case/国内案件： 37,050/121,550/731,550 Foreign related/涉外案件： 45,000/220,000/945,000
上海仲裁委员会 (SHAC/上仲) Shanghai Arbitration Commission https://www.accsh.org	凡因本合同引起的或与本合同有关的任何争议，均应提交上海仲裁委员会按照该会仲裁规则进行仲裁。仲裁裁决是终局的，对双方当事人均有约束力。 Any dispute arising from or in connection with this Contract shall be submitted to Shanghai Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules. The arbitral award is final and binding upon both parties.	166 天/166 days 30,150/106,150/626,150

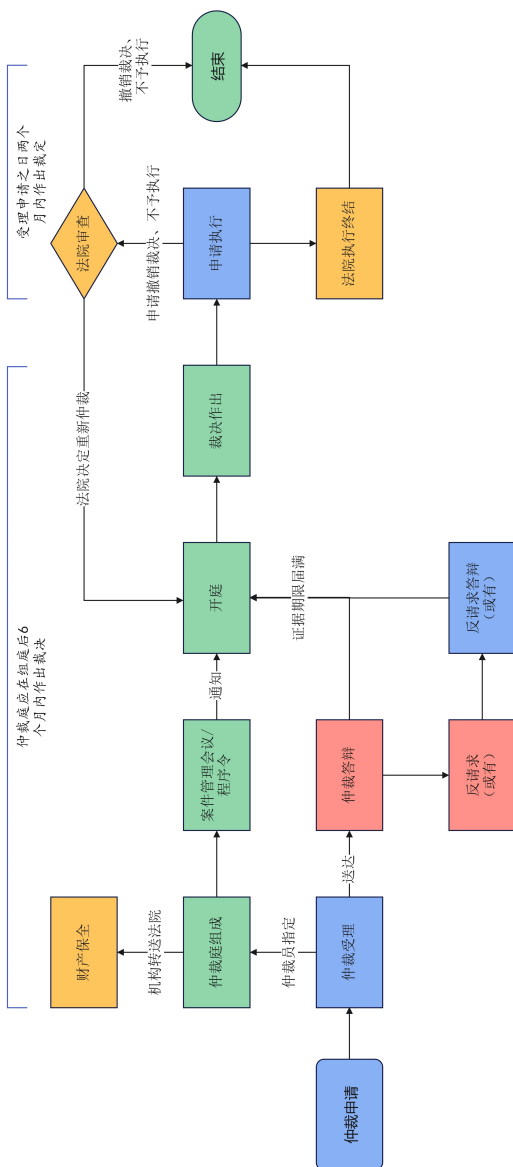
深圳国际仲裁院（深国仲） Shenzhen Court of International Arbitration, SCIA https://www.scia.com.cn	凡因本合同引起的或与本合同有关的任何争议，均应提交深圳国际仲裁院仲裁。 Any dispute arising from or in connection with this contract shall be submitted to the Shenzhen Court of International Arbitration (the SCIA) for arbitration.	92.48 天/92.48 days 40,100/95,000/539,700
北京仲裁委员会/北京国际仲裁院（北仲） Beijing Arbitration Commission / Beijing International Arbitration Center, BAC https://www.bjac.org.cn/#/home	因本合同引起的或与本合同有关的任何争议，均提请北京仲裁委员会/北京国际仲裁院（以下称北仲）按照该会现行仲裁规则进行仲裁。仲裁地在北京，仲裁裁决是终局的，对双方均有约束力。 All disputes arising from or in connection with this contract shall be submitted to Beijing Arbitration Commission for arbitration in accordance with its rules of arbitration in effect at the time of applying for arbitration. The seat of arbitration shall be Beijing. The arbitral award is final and binding upon both parties.	94.53 天/94.53 days 34,750/126,000/667,000

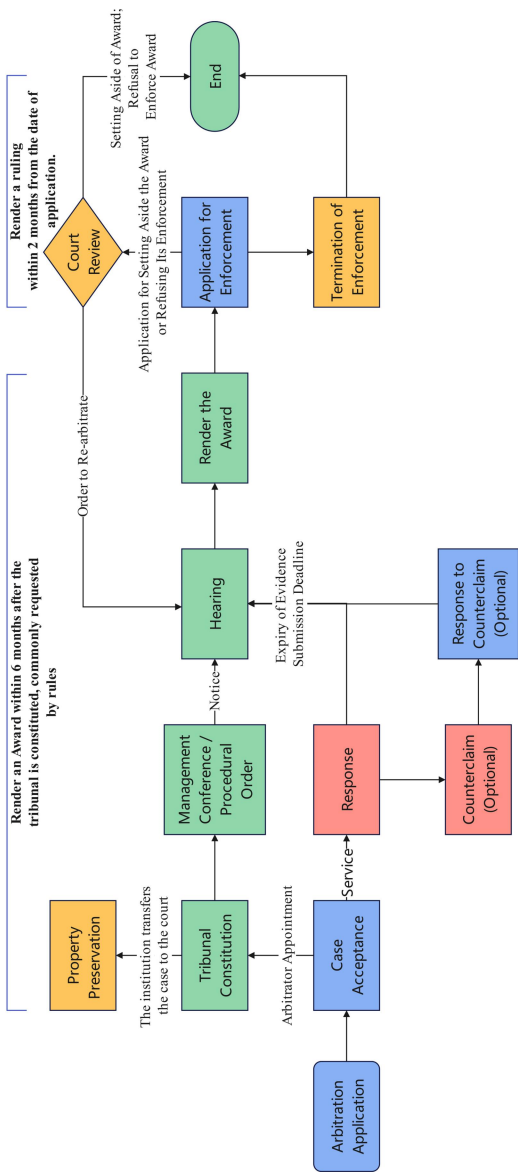
香港国际仲裁中心（港仲） Hong Kong International Arbitration Centre, HKIAC https://hkiac.org	凡因本合同所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括合同的存在、效力、解释、履行、违反或终止，或因本合同引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。 Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.	17.7 月/17.7months 37,700/96,600/224,500 (不含仲裁庭费用/excluding tribunal fees)
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广州仲裁委员会（广仲） Guangzhou Arbitration Commission, GZAC https://www.gziac.cn	凡因本合同引起的或与本合同有关的任何争议，均提请广州仲裁委员会按照该会现行仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。 Any dispute arising out of or in connection with this Contract shall be submitted to the Guangzhou Arbitration Commission for arbitration in accordance with its arbitration rules in effect at the time of arbitration. The arbitral award shall be final and binding on both Parties.	57 天/57days 23,500/82,050/622,050
中国海事仲裁委员会（海仲） China Maritime Arbitration Commission, CMAC http://www.cmac.org.cn	凡因本合同引起的或与本合同有关的任何争议，均应提交中国海事仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。 Any dispute arising from or in connection with this contract shall be submitted to China Maritime Arbitration Commission (CMAC) for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration. The arbitral award is final and binding upon all parties.	未披露/undisclosed 38,050/112,550/632,550



附录三：典型仲裁流程 / Appendix III: Typical Arbitration Procedure





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