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中国海事仲裁委员会  
CHINA MARITIME ARBITRATION COMMISSION

# 临时仲裁服务规则

RULES AS APPOINTING  
AUTHORITY IN  
AD HOC ARBITRATION

中国海事仲裁委员会  
CHINA MARITIME ARBITRATION COMMISSION



2022年3月18日施行

## 中国海事仲裁委员会

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# 中国海事仲裁委员会 临时仲裁服务规则

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## 第一条 适用范围

本规则适用于在临时仲裁中当事人特别约定或仲裁规则规定由中国海事仲裁委员会（“仲裁委员会”）担任指定机构提供的相关管理、辅助或支持服务。

## 第二条 服务内容

仲裁委员会通过其仲裁院、上海总部或分会/仲裁中心为临时仲裁提供服务，服务包括但不限于：

- （一）决定仲裁庭的组成和人数；
- （二）指定仲裁员或指定替代仲裁员；
- （三）就仲裁员回避请求作出决定；
- （四）审查、调整仲裁员报酬和开支的标准、确定方法等；
- （五）承担案件财务管理工作的，包括但不限于收取仲裁费用预付金、安排支付仲裁员报酬及实际费用；
- （六）提供庭审相关服务，包括但不限于提供开庭室和庭审设施，提供视频会议、录音录像、影印设备，安排翻译、速记等；
- （七）提供仲裁庭秘书服务；
- （八）提供案卷保存服务；
- （九）其他服务。

### 第三条 决定仲裁庭组成和人数

（一）在决定仲裁庭组成和人数时，仲裁委员会应给予当事人就仲裁庭组成和人数发表书面意见的机会，也可以要求当事人提交补充材料。

（二）仲裁委员会就仲裁庭组成和人数作出决定后，应及时将决定书面通知各方当事人。

### 第四条 指定仲裁员

（一）除指定仲裁员的书面申请外，仲裁委员会可以要求当事人同时提供以下信息和文件：

- 1.明确的仲裁请求；
- 2.当事人及其仲裁代理人的名称、姓名和联系方式；
- 3.启动仲裁所依据的仲裁条款或仲裁协议；
- 4.申请人向被申请人发送的仲裁通知书及送达证明；
- 5.已选定仲裁员的姓名及联系方式；
- 6.仲裁委员会认为应当提供的其他信息和文件。

（二）在确定仲裁员人选时，仲裁委员会一般情况下应考虑以下因素：

- 1.案件争议类型；
- 2.适用法律；
- 3.仲裁地点；
- 4.仲裁语言；
- 5.当事人国籍和身份；

- 6.当事人有关仲裁员及仲裁庭组成的特殊约定；
- 7.仲裁地法（仲裁程序适用法）对仲裁员资质要求；
- 8.仲裁员的独立性和公正性；
- 9.仲裁员是否能够接受指定；
- 10.一方当事人有关仲裁员人选的意见；
- 11.仲裁委员会认为应当考虑的其他因素。

（三）指定仲裁员之前，仲裁委员会应给予其他当事人就仲裁员指定发表书面意见的机会。仲裁委员会有权根据其他当事人提供的信息，拒绝或暂缓指定仲裁员。

其他当事人在规定期限内未发表或拒绝发表意见的，仲裁委员会有权根据已掌握的信息指定仲裁员。

（四）仲裁员接受指定后，仲裁委员会应书面通知各方当事人及其他仲裁员。

（五）除非当事人另有约定或仲裁委员会另有决定，仲裁员应从仲裁委员会仲裁员名册中指定。

（六）经征得当事人同意，有关仲裁委员会指定仲裁员的期限可以延长。

## **第五条 披露、仲裁员回避及替换**

（一）仲裁员在接受仲裁委员会指定时，应提交《声明书》，按要求书面披露可能对其公正性和独立性产生合理怀疑的任何情况。《声明书》格式可参考本规则附件三。

(二) 仲裁委员会应当按照适用法律和仲裁规则规定就仲裁员是否回避作出决定，并说明理由。

(三) 仲裁员不作为或者在法律上或事实上无法履行职责的，仲裁委员会应当根据临时仲裁所适用的仲裁规则规定，按照原指定仲裁员的方式重新指定替代仲裁员。

(四) 仲裁委员会应及时将仲裁员声明书副本、仲裁员回避/不予回避决定，以及仲裁员替换通知发送当事人和仲裁员。

(五) 经征得当事人同意，有关仲裁委员会作出仲裁员回避/不予回避决定或指定替代仲裁员的期限可以延长。

## **第六条 仲裁员报酬和开支审查调整**

(一) 仲裁委员会可以根据临时仲裁所适用的仲裁规则规定，对仲裁庭有关报酬和开支标准的提议进行审查。仲裁委员会认为仲裁庭的提议与争议金额、案件复杂程度、仲裁员花费的时间以及案件的其他有关情况不符的，有权对该提议作出必要调整。

(二) 仲裁委员会可以根据临时仲裁所适用的仲裁规则规定，对仲裁庭有关报酬和开支的确定方法进行审查。仲裁委员会认为仲裁庭确定的费用和开支与仲裁庭提议的费用和开支及其任何调整不符或者明显过高的，有权对仲裁庭提出的确定方法作出必要调整。

## 第七条 服务费用收取

（一）仲裁委员会有关指定仲裁员、决定仲裁员组成和人数、决定仲裁员是否回避，以及提供本规则第二条第（四）款至第（九）款规定服务所发生的费用，按照本规则附件二《中国海事仲裁委员会临时仲裁服务收费表》（以下简称《收费表》）收取。

（二）仲裁委员会依据本条规定就所提供服务的收取预缴费用。除非当事人另有约定，上述费用作为案件仲裁费用的一部分，原则上由提出申请的当事人预缴。具体费用承担比例，由仲裁庭根据案件的具体情况在裁决书中裁定。

（三）当事人就本条规定的费用承担连带责任。除根据仲裁庭决定向仲裁员拨发预缴费用或向当事人退费外，仲裁委员会不向仲裁庭和当事人承担任何付款义务。

## 第八条 免责

除非仲裁地法律另有规定，仲裁委员会及其工作人员均不就依本规则提供的服务承担任何法律责任。

## 第九条 附则

- （一）本规则由仲裁委员会仲裁院负责解释。
- （二）本规则条文标题不用于解释条文含义。
- （三）本规则自2022年3月18日起施行。



## 附件一

# 中国海事仲裁委员会及其上海总部/分会/仲裁中心名录

### 中国海事仲裁委员会

---

地址：北京市西城区桦皮厂胡同2号国际商会大厦13层

邮编：100035

电话：010-82217900，82217767/7735/7927/7920

传真：010-82217966

邮箱：cmac@cmac.org.cn

网址：<http://www.cmac.org.cn>

### 中国海事仲裁委员会上海总部

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地址：上海市浦东新区东方路710号汤臣金融大厦13楼  
1301、1314室

邮编：200122

电话：021-58200329，50810729

传真：021-50810965

邮箱：cmac-sh@cmac-sh.org

### 中国海事仲裁委员会天津海事仲裁中心(天津分会)

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地址：天津市河东区六纬路与大直沽八号路交口天津万达  
中心写字楼万海大厦第18层1803/1804单元

邮编：300170

电话：022-66285688

传真：022-66285678

邮箱：tianjin@cietac.org

### 中国海事仲裁委员会西南分会

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地址：重庆市江北区聚贤岩广场8号力帆中心1号楼

15-5,15-6

邮编：400024

电话：023-67860011

传真：023-67860022

邮箱：cietac-sw@cietac.org

### 中国海事仲裁委员会香港仲裁中心

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地址：香港中环雪厂街11号律政中心西座5楼503

电话：852-25298066

传真：852-25298266

邮箱：hk@cietac.org

### 中国海事仲裁委员会福建分会

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地址：福州市台江区闽江北 CBD 祥坂街 357 号阳光城时代广场 16 层 1602 单元

邮编：350002

电话：0591-87600275

传真：0591-87600330

网址：<http://www.cietac-fj.org>

### 中国海事仲裁委员会华南分会

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地址：深圳市福田区金田路4018号安联大厦14A01

邮编：518026

电话：0755-82796739

传真：0755-23964130

邮箱：infosz@cietac.org

## 中国海事仲裁委员会（浙江）自由贸易试验区仲裁中心

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地址一：浙江省舟山市定海区临城定沈路619号舟山港航国际大厦A座2层

邮编：316000

电话：0580-2880015

传真：0580-2880065

邮箱：cmaczj@cmac.org.cn

地址二：浙江省宁波市鄞州区和源路中银大厦34楼（宁波办公室）

邮编：315000

电话：0574-56172260

邮箱：cmaczj@cmac.org.cn

## 中国海事仲裁委员会海南仲裁中心

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电话：010-82217900，82217767/7921

传真：010-82217966

邮箱：cmac@cmac.org.cn

## 中国海事仲裁委员会青岛仲裁中心

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地址：山东省青岛市市北区连云港路66号青岛国际航运中心大厦34层

邮编：266034

电话：010-82217900，82217767/7922

传真：010-82217966

邮箱：cmac@cmac.org.cn

## 中国海事仲裁委员会东北亚国际仲裁中心

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地址：辽宁省大连市大连保税区洞庭路1号自贸大厦620室

邮编：116602

电话：010-82217900，82217767/7735

传真：010-82217966

邮箱：cmac@cmac.org.cn

## 附件二

### 中国海事仲裁委员会临时仲裁服务收费表

#### 第一条 决定仲裁庭组成和人数

仲裁委员会根据本规则决定仲裁庭组成和人数的，每次决定收取人民币3,000元。

#### 第二条 指定仲裁员

仲裁委员会根据本规则指定仲裁员或指定替代仲裁员的，指定一名仲裁员收费人民币5,000元。

#### 第三条 回避或不予回避决定

仲裁委员会根据本规则就仲裁员是否回避作出决定的，一名仲裁员的回避或不予回避决定收取人民币5,000元。

#### 第四条 其他服务

- 1.审查、调整仲裁员的收费和开支的标准，每次收费人民币4,000元；
- 2.审查、调整仲裁员的收费和开支的确定方法，每次收费人民币4,000元；
- 3.承担案件财务管理工作的，每个案件收费人民币10,000元；



4.每间开庭室和开庭设施的收费标准为半天人民币4,000元;

5.翻译、庭审速记等由第三方提供的服务,收费标准由第三方提供,经当事人确认后收取;

6.要求提供仲裁庭秘书服务的,仲裁委员会根据案件的具体情况 & 秘书的相关资质确定收费标准;

7.案卷保存工作的收费标准为每个案件人民币1,000元。

8.其他费用由仲裁委员会根据案件具体情况予以确定。

## 附件三

### 声 明 书

案件编号：

申请人：

仲裁代理人：

被申请人：

仲裁代理人：

#### 接受指定声明

☐ 本人确认接受选定/指定，作为题述仲裁案之仲裁员。本人确知仲裁规则的要求，并能够按照要求履行仲裁员的职责。

#### 独立性声明

（如果您接受选定/指定，请在如下选项中作出选择）

☐ 本人声明本人独立于题述案双方当事人，并将公平审理案件。本人同时确认，就本人所知，不存在可能引起当事人对本人的独立性或公正性产生合理怀疑的任何事实或情况。

或

☐ 本人声明，虽然本人认为在接受选定/指定前无仲裁规则规定的必须回避的情形，并保证独立、公正、高效、勤勉地履行仲裁员的职责，但鉴于本人与当事人/当事人代理人存在如下可能引起当事人对本人公正性或独立性产生怀疑的情形，故给予披露：

#### 披露义务

在仲裁程序进行中，如果本人知悉新的可能引起当事人或其代理人对本人独立性或公正性产生怀疑的情形，本人将继续履行披露义务。

仲裁员（签名）：

年 月 日

**CHINA MARITIME ARBITRATION COMMISSION**  
**(CMAC)**  
**Rules as Appointing Authority in**  
***Ad Hoc* Arbitration**

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## **Article 1 Scope of Application**

The China Maritime Arbitration Commission (CMAC) Rules as Appointing Authority in *Ad Hoc* Arbitration ( “these Rules” ) provide for management, assistance and supporting services where CMAC shall act as an appointing authority in an arbitration upon agreement of the parties or in accordance with the provisions of the rules applicable to such arbitration.

## **Article 2 Scope of Services**

When acting as appointing authority, the CMAC shall perform its functions through its Arbitral Court, Shanghai Headquarters or sub-commissions/arbitration centers which shall provide one or more following services as requested:

- (a) decision on the number of arbitrators to be appointed;
- (b) appointment of arbitrator(s) and appointment of substitute arbitrator(s);
- (c) decision on challenges to arbitrators;
- (d) review of and adjustment to the criteria and/or method applied to the arbitral tribunal' s determination of remuneration and expenses;
- (e) financial management of the arbitration, including but not limited to collection of deposits and arrangement for payment of arbitrator' s remuneration and actual expenses.



- (f) provision of hearing services, including but not limited to hearing rooms and hearing facilities, video conferencing, audio and video recording, copying and printing facilities, arrangement for translation and stenography services;
- (g) provision of tribunal secretary service;
- (h) provision of case file retention services;
- ( i ) other services at the request of a party or an arbitral tribunal.

### **Article 3 Decision on Number of Arbitrators**

1. Before making decision on the number of arbitrators, CMAC shall afford an opportunity to the parties to express their written opinions on the number of arbitrators, and may request from the parties to submit further documents;
2. After making decision on the number of arbitrators, CMAC shall promptly notify the parties in writing of such decision.

### **Article 4 Appointment of Arbitrators**

1. Apart from written requests for appointment of arbitration, a party shall provide the following information and documents to the CMAC:
  - (a) the arbitral claims;

(b) the names and contact details of the parties and their representatives;

(c) identification of the arbitration clause/agreement that is invoked;

(d) notice of arbitration and its attachments served by the requesting party on the other parties, and proof of their delivery;

(e) names and contact details of the arbitrators already nominated or appointed, if any;

(f) The CMAC may, if it considers necessary, request from the parties for submission of further information and documents.

2. When appointing an arbitrator, CMAC shall take into account the following factors:

(a) the nature of the dispute;

(b) laws applicable to the arbitration;

(c) seat of arbitration;

(d) languages;

(e) the identity and nationality of the parties to the arbitration agreement;

(f) any agreement made by the parties in regard to appointment of an arbitrator and the constitution of the arbitral tribunal;

(g) requirements for qualification of arbitrators subject to 1

lex arbitri (laws applicable to the arbitral proceedings);

(h) any considerations in respect of the independence and impartiality of an arbitrator to be appointed;

(i) whether the arbitrators who possess the required qualifications would be available to accept the appointment;

(j) any suggestions made by a party in regard to appointment of an arbitrator; and

(k) any other factor that CMAC considers necessary.

3. Before appointing an arbitrator, CMAC shall afford an opportunity to the parties to express their written opinions on the appointment of arbitrators. CMAC has the power to refuse or suspend the appointment of an arbitrator in accordance with the information provided by other parties;

Where other parties fail or refuse to express their written opinions on the appointment of arbitrators with the specified period of time, CMAC has the power to appoint such arbitrator in accordance with the information provided;

4. Upon an arbitrator's acceptance of the appointment, CMAC shall notify all parties and other arbitrators in writing.

5. Unless otherwise agreed by the parties or otherwise decided by the arbitral tribunal, the arbitrators shall be appointed from CMAC's Panel of Arbitrators.

6. Upon the agreement of the parties, the CMAC may extend the period of time for making decision on appointment of arbitrators.

## **Article 5 Disclosure, Challenge and Replacement of Arbitrator**

1. When accepting the appointment, the arbitrator shall submit to the CMAC a signed Declaration and disclose any facts or circumstances likely to give rise to justifiable doubts as to his/her impartiality or independence. The signed Declaration of arbitrator can be made in reference to the template provided in appendix III.

2. The CMAC shall decide all challenges to arbitrators in arbitrations where it is the appointing authority in accordance with the provisions in the applicable laws and arbitration rules.

3. In the event that an arbitrator is prohibited by law or in fact from performing the duties, the CMAC shall, in accordance with the applicable arbitration rules, appoint a substitute arbitrator pursuant to the same procedure that was applicable to the appointment of this arbitrator.

4. The CMAC shall forward a copy of the Declaration, decision on challenge to arbitrators and/or notice of replacement of an arbitrator to each party and the other members of the

arbitral tribunal (if any).

5. Upon the agreement of the parties, the CMAC may extend the period of time for making decision on challenge to arbitrators or replacement of an arbitrator.

## **Article 6 Review of and/or Adjustment to Arbitral Tribunal' s Determination of Remuneration and Expenses**

1. The CMAC may review the criteria of the arbitral tribunal' s proposal to determine its remuneration and expenses in accordance with the provisions of the rules applicable to the arbitration. If the CMAC finds that the proposal of the arbitral tribunal is inconsistent with the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case, it shall make any necessary adjustments thereto.

2. The CMAC may review the method applied to the arbitral tribunal' s determination of remuneration and expenses in accordance with the provisions of the rules applicable to the arbitration. If the CMAC finds that the arbitral tribunal' s determination of remuneration and expenses is inconsistent with the arbitral tribunal' s proposal (and any adjustment thereto) or is otherwise manifestly excessive, it shall make any necessary adjustments to the arbitral tribunal' s determination.

## **Article 7 Fees of Appointing Authority**

1. Fees for services on appointment of arbitrators, decision on number of arbitrators, challenge of arbitrators and services rendered under Article 2 (d) to (i) of these Rules shall be collected by CMAC in accordance with the Fee Schedule of CMAC as Appointing Authority in *Ad Hoc* Arbitration.

2. CMAC collects payment of deposits for its services in accordance with this article. Unless otherwise agreed by the parties, the aforesaid deposits, as part of the arbitration fees and expenses, shall in principle payable by the requesting party. The arbitral tribunal shall determine in the award in what proportion such deposits shall be borne by the parties.

3. All parties shall be jointly and severally liable to the fees specified in this article. Unless the arbitral tribunal decides to transfer payment of deposits to an arbitrator or refund to a party, CMAC is not obliged to make any payment to the arbitral tribunal or parties.

## **Article 8 Exclusion of Liability**

Unless otherwise stipulated by the *lex arbitri*, either the CMAC nor its employees shall be liable for any negligence, act or omission in connection with performance of any duties under these Rules.

## **Article 9 Supplementary Provisions**

1. These Rules shall be interpreted by CMAC.
2. The headings of the articles in these Rules shall not be construed as interpretations of the contents of the provisions contained therein.
3. These Rules shall come into effect on March 18, 2022.

# **Appendix I**

## **Directory of China Maritime Arbitration Commission and its Shanghai Headquarters/ Sub-Commissions/Arbitration Centers**

### **China Maritime Arbitration Commission (CMAC)**

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Add: 16/F, CCOIC Building, No.2 Huapichang Hutong, Xicheng

District, Beijing, 100035, P.R.China

Tel: 86 10 82217900, 82217921/7935/7927/7920

Fax: 86 10 82217966

E-mail: [cmac@cmac.org.cn](mailto:cmac@cmac.org.cn)

Website: <http://www.cmac.org.cn>

### **CMAC Shanghai Headquarters**

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Add: Room 1301,1314, Tomson Commercial Building, 710

Dongfang Road, Pudong New Area, Shanghai, 200122, P.R.China

Tel: 86 21 58200329, 50810729

Fax: 86 21 50810965

E-mail: [cmac-sh@cmac-sh.org](mailto:cmac-sh@cmac-sh.org)

### **CMAC Tianjin Maritime Arbitration Center (Tianjin Sub-Commission)**

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Add: 1803/1804,18/F,Wanhai Building, Tianjin Wanda Center,  
the Intersection of Six weft Road and No.8 Dazhigu Road,



Hedong District, Tianjin, 300170, P.R.China

Tel: 86 22 66285688

Fax: 86 22 66285678

E-mail: [tianjin@cietac.org](mailto:tianjin@cietac.org)

### **CMAC Southwest Sub-Commission**

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Add: 15-5,15-6,15F, No.1 Lifan Center, Juxianyan Plaza, Jiangbei

Distirct, Chongqing, 400024, P.R.China

Tel: 86 23 67860011

Fax: 86 23 67860022

E-mail: [cietac-sw@cietac.org](mailto:cietac-sw@cietac.org)

### **CMAC Hong Kong Arbitration Center**

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Add: Room 503, 5/F, West Wing, Justice Place, 11 Ice House  
Street, Central, Hong Kong

Tel: 852 25298066

Fax: 852 25298266

Email: [hk@cietac.org](mailto:hk@cietac.org)

### **CMAC Fujian Sub-Commission**

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Add: Unit 1602, 16/F, Time Plaza Yango, 357 Xiangban Street,  
CBD, North Minjiang, Taijiang District, Fuzhou City, Fujian  
Province, 350002, P. R. China

Tel: 86 591 87600275

Fax: 86 591 87600330

Website: <http://www.cietacfj.org>

### **CMAC South China Sub-Commission**

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Add: 14A01, Anlian Plaza, No. 4018, Jintian Road, Futian

District, Shenzhen, 518026, P.R.China

Tel: 86 755 82796739

Fax: 86 755 23964130

Email: [infosz@cietac.org](mailto:infosz@cietac.org)

### **CMAC (Zhejiang) Pilot Free Trade Zone Arbitration Center**

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Add: No.619 Dingshen Road, Dinghai District, Lincheng,

Zhoushan, Zhejiang Province, 316000, P.R.China

(Block A, Ganghang International Building of Zhoushan)

Tel: 86 580 2880015

Fax: 86 580 2027765

Email: [cmaczj@cmac.org.cn](mailto:cmaczj@cmac.org.cn)

Add: 34/F, Zhongyin Plaza, Heyuan Road, Yinzhou District,

Ningbo, Zhejiang Province, 315010, P.R.China

Tel: 86 574 56172260

Email: [cmaczj@cmac.org.cn](mailto:cmaczj@cmac.org.cn)

### **CMAC Hainan Arbitration Center**

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Add: Window of Global Trade, 15A Guoxing Avenue, Haikou,

Hainan Province, P.R.China

Tel: 010-82217900, 82217767/7921

Fax: 010-82217966

Email: [cmac@cmac.org.cn](mailto:cmac@cmac.org.cn)

### **CMAC Qingdao Arbitration Center**

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Add: 34/F, International Shipping Center, No.66 Lianyungang Road, Shibei District, Qingdao, Shandong Province, P.R.China

Tel: 010-82217900, 82217767/7922

Fax: 010-82217966

Email: [cmac@cmac.org.cn](mailto:cmac@cmac.org.cn)

### **CMAC Northeast Asia International Arbitration Center**

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Add: Suite 620, Free Trade Zone Building, No.1 Dongting Road, Dalian, Liaoning Province, P.R.China

Tel: 010-82217900, 82217767/7735

Fax: 010-82217966

Email: [cmac@cmac.org.cn](mailto:cmac@cmac.org.cn)

## **Appendix II**

### **Fee Schedule of CMAC as Appointing Authority in *Ad Hoc* Arbitration**

#### **Article 1 Fee for Decision on Number of Arbitrators**

The fee for decision on number of arbitrators to be appointed under these Rules by CMAC is RMB 3,000 per decision.

#### **Article 2 Fee for Appointment of Arbitrator**

The fee for appointment of each arbitrator under these Rules by CMAC is RMB 5,000.

#### **Article 3 Decision on Challenge of Arbitrator**

The fee for decision on challenge of each arbitrator under these Rules by CMAC is RMB 5,000.

#### **Article 4 Other Services**

1. The fee for reviewing and making adjustment to the criteria of the arbitral tribunal' s determination of remuneration and expenses is RMB 4,000 each time.
2. The fee for reviewing and making adjustment to the method applied to the arbitral tribunal' s determination of remuneration and expenses is RMB 4,000 each time;
3. The fee for financial management of arbitration is RMB 10,000 per arbitration;

4. The rental rate for each hearing room together with hearing facilities is RMB 4,000 per half day;
5. The fee for translation and stenography services by third party or third parties shall be proposed by such third party or third parties, and shall be payable upon confirmation of the parties;
6. The fee for tribunal secretary service shall be fixed by CMAC, having regard to the circumstances of arbitration and the qualification of the tribunal secretary;
7. The fee for case file retention is RMB 1,000 per arbitration; and
8. The fee for other services shall be fixed by CMAC, having regard to the circumstances of arbitration.

## Appendix III

### Declaration of Acceptance and Statement of Independence

Case Reference.

Claimant(s):

Representatives:

Respondent(s):

Representatives:

#### ACCEPTANCE

☐ I hereby declare that I accept to serve as arbitrator in the instant case. In so declaring, I hereby confirm that I have read, understand and accept the requirements of the Arbitration Rules and am able to serve as an arbitrator accordingly.

#### INDEPENDENCE

☐ I am impartial and independent of each of the parties and intend to remain so; to the best of my knowledge, there are no facts or circumstances, past or present, that need to be disclosed because they might be of such nature as to call into question my independence or impartiality in the eyes of any of the parties.

#### OR

☐ I confirm that I know of no circumstance that may lead to my withdrawal under the Arbitration Rules before I accept to serve as arbitrator, and I will act impartially, independently, efficiently and diligently as an arbitrator; however, I wish to call your attention to the following facts or circumstances which I hereafter disclose because there exists such relationship with the party/parties or their counsel as to call into question my independence in the eyes of any of the parties.

#### DUTY OF DISCLOSURE

☐ I will disclose immediately, during the arbitral proceedings, if I know of any facts or circumstances which might be of such a nature as to call into question my independence and impartiality.

Date:

Signature: