

# Legal 500

## Country Comparative Guides 2024

**China**

**International Arbitration**

**Contributor**

**AllBright Law Offices**



**Minli Tang**

Partner | [minli.tang@allbrightlaw.com](mailto:minli.tang@allbrightlaw.com)

**Yixin Zhang**

Associate |

**Zheng Gong**

Trainee |

This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in China.

For a full list of jurisdictional Q&As visit [legal500.com/guides](https://legal500.com/guides)

# China: International Arbitration

**The article is for information only and shall NOT be relied on as legal advice.**

*The article has been prepared by the authors for informational purposes only and shall not be treated as solicitation, advertising, or legal advice. Reading and/or circulating the article is not intended to create an attorney-client relationship. The article shall be used only as general information and is not maintained by the authors/AllBright Law Offices, thus may not reflect current legal and/or legislative developments. Therefore, information in the article is not promised or guaranteed to be correct or complete. Online subscribers and/or readers shall not rely upon the article for any purpose without seeking legal advice from a qualified lawyer in the relevant jurisdiction. The authors/AllBright Law Offices expressly disclaim all liability, loss, or damage arising from or relating to any actions taken or not taken based on the article or any of its content.*

*There are four different legal regimes in the People's Republic of China, i.e., mainland China, the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and the Taiwan Province. In this article, the authors only discuss the law that applies to mainland China ("PRC law").*

## 1. What legislation applies to arbitration in your country? Are there any mandatory laws?

In mainland China ("China"), there are a range of codified laws that apply to arbitration. The core legislation is the Arbitration Law of the People's Republic of China (the "Arbitration Law") along with the Interpretation of the Supreme People's Court on Certain Issues relating to Application of the Arbitration Law of the People's Republic of China (the "Interpretation of the Arbitration Law").

In addition, there are other judicial interpretations made by the Supreme People's Court of the People's Republic of China ("PRC") which apply to more detailed and specific areas relating to arbitration.

## 2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes, China is a Contracting State and has made two reservations. Firstly, China will apply the New York Convention ("NYC"), only on the basis of reciprocity, to the recognition and enforcement of arbitral awards made in the territory of another Contracting State (reciprocity reservation). Secondly, China will apply the NYC only to differences arising out of legal relationships, whether contractual or not, which are considered as commercial

under the PRC law (commercial reservation).

## 3. What other arbitration-related treaties and conventions is your country a party to?

China has signed the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States, the United Nations Convention on International Settlement Agreements Resulting from Mediation. China has also signed a series of judicial assistance treaties with a range of countries/areas and some of which apply to the enforcement of the arbitral awards seated in the contracting countries/areas.

## 4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

China is not a UNCITRAL Model Law jurisdiction. One of the significant differences is that, in principle, PRC law does not recognize ad hoc arbitration but only institutional arbitration. However, there are some exceptions for the ad hoc arbitration in some specific regimes, e.g. Free Trade Zones or foreign-related disputes in Shanghai under PRC laws (though certain detailed criteria shall be met). Other differences can be seen in issues relating to service, power of the court and

the arbitral tribunal, interim measures, etc.

## 5. Are there any impending plans to reform the arbitration laws in your country?

Yes. The PRC's Ministry of Justice released the proposed revisions to the Arbitration Law (the "Proposed Revision") for public consultation during July to August 2021. The main proposed revisions have been seen regarding the tribunal's power to grant interim measures, adopting ad hoc arbitration in foreign-related arbitration, adopting the competence-competence principle, enhancing the concept to the seat of arbitration, etc. Recently, in July 2024, the PRC State Council Standing Committee approved the Draft Amendment to the PRC Arbitration Law (the "Draft Amendment") though the Draft Amendment has not yet been released to the public.

## 6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

There are more than 270 arbitration institutions (called arbitration commissions in most cases) in China, one of which is China International Economic and Trade Arbitration Commission (the "CIETAC"). The current arbitration rules of the CIETAC are the China International Economic and Trade Arbitration Commission Arbitration Rules (2024).

## 7. Is there a specialist arbitration court in your country?

No.

## 8. What are the validity requirements for an arbitration agreement under the laws of your country?

Arbitration Law Article 16

An arbitration agreement shall include arbitral clauses stipulated in the contract and other written agreements that request arbitration to be made prior to or following the occurrence of a dispute.

An arbitration agreement shall include the following:

- (1) the expression of an application for arbitration;
- (2) items for arbitration;

- (3) the chosen arbitration commissions.

And there is exception rule of the validity requirements for arbitration in the Free Trade Zones in China.

It is worth noting that in the Proposed Revision, the second and third requirements are removed.

## 9. Are arbitration clauses considered separable from the main contract?

Yes. Arbitration Law Article 19

An arbitration agreement shall exist independently and its validity shall not be affected by changes, dissolution, termination, or invalidity of the contract.

## 10. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

Under PRC law, the validation principle may apply to the foreign-related or foreign arbitration agreements where the parties do not expressly agree on the governing law of the arbitration agreement, if there is a difference by applying the law at the place where the arbitration institution is located and by applying the law at the place of arbitration, the PRC Court shall apply the law which will validate the arbitration agreement.

## 11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

There is no express codified law but such an issue has been regulated by the arbitration rules of some arbitration commissions (the CIETAC, etc.).

## 12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

The Interpretation of the Arbitration Law Article 9

An arbitration agreement shall bind a transferee of any creditor rights and debts transferred whether in whole or in part, unless the parties agreed otherwise, or where the

transferee clearly objected or was unaware of the existence of a separate arbitration agreement at the time of the transfer.

In practice, some arbitration commissions also have their own rules on joinder of additional parties but require that the arbitration shall proceed only if and to the extent that it is satisfied, prima facie, that an arbitration agreement may exist or all parties have agreed to arbitrate.

### 13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

Arbitration Law Article 3

The following disputes shall not be subject to arbitration:

- (1) disputes concerning marriage, adoption, custody, fostering, and succession;
- (2) administrative disputes which shall, in accordance with the law, be dealt with by administrative bodies.

In practice, depending on different types of disputes and the relevant arbitration agreements, PRC courts may adopt a case-by-case approach regarding whether contractual disputes involving monopoly, torts are arbitrable.

### 14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

Under PRC law, should it be mainland case (involving mainland parties and mainland transaction only), the applicable law shall be the PRC law, i.e., the parties do not have the right to choose a foreign law.

For foreign-related cases, it is expressly stipulated that should no law applicable to the arbitration agreement has been specified by the Parties, the law at the place where the arbitration institution is located or the law at the seat of arbitration shall apply. In circumstance there is a difference by applying the aforementioned two laws, see answer to Question 10.

### 15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

In principle, the parties cannot choose foreign law as the governing law if the subject matter is a purely mainland one.

However, in foreign-related commercial transactions, the parties can freely agree to apply foreign laws as per PRC laws.

Nevertheless, such a choice is still subject to certain limitations. As in some areas, PRC law is mandatorily applied even if the subject matters are foreign-related.

For example, as per Article 467 of the PRC Civil Code, Sino-foreign equity joint venture contracts, Sino-foreign cooperative enterprise contracts, and Sino-foreign contracts for the cooperative exploitation and development of natural resources which are to be performed within the territory of China shall be governed by PRC law.

### 16. In your country, are there any restrictions in the appointment of arbitrators?

The PRC Arbitration Law Article 13

An arbitration commission shall select as its arbitrators who are honest and just.

An arbitrator shall fulfil one of the following requirements:

- (1) obtained legal professional qualification upon passing the national unified legal professional qualification examination, and has undertaken arbitration work for eight years;
- (2) a full eight years as a lawyer;
- (3) has been appointed as a judge for eight years;
- (4) involvement in legal research or teaching as well as holding a senior academic title;
- (5) involvement in economics and trade and possessing an understanding of the law as well as having a senior academic title or its specialised equivalent.

An arbitration commission shall prepare an arbitration register of names according to different specialisation.

In practice, arbitration commissions may also make further stricter restrictions

### 17. Are there any default requirements as to the selection of a tribunal?

#### The PRC Arbitration Law Article 34

An arbitrator shall be withdrawn from the case and the parties concerned shall have the right to request such withdrawal for any of the following reasons:

- (1) the arbitrator is a disputing party or an immediate relative of the parties to the case or their agents;
- (2) the arbitrator has a personal interest in the case;
- (3) the arbitrator has some other relationship with the parties to the case or their agents which may affect the case to be arbitrated fairly;
- (4) the arbitrator has had private meetings with the parties concerned or their agents, or has accepted gifts or has attended banquets provided by the parties concerned or their agents.

In practice, arbitration commissions may also make extra requirements.

#### 18. Can the local courts intervene in the selection of arbitrators? If so, how?

No express codified law on this issue. There were some cases in which PRC courts set aside and/or refused enforcement of the arbitral awards on the ground that arbitrators were not independent or impartial.

#### 19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

Similar to answer to Question 17. In practice, arbitration commissions may also have further stricter rules and set forth detailed procedural rules regarding such challenges.

#### 20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

Such duty is generally mentioned in the arbitration rules of arbitration commissions in China and some arbitration commissions have issued a code of conduct in this respect.

It is worth noting that as per the Proposed Revisions, where an arbitrator is aware of any circumstance that may cause the parties concerned to have reasonable

doubt upon his/her independence or impartiality, he/she shall disclose such circumstance in writing.

#### 21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the proceedings?

##### The Arbitration Law Article 37

Where an arbitrator is to be withdrawn or is unable to perform his/her duties due to other reasons, a new arbitrator shall be chosen or appointed in accordance with the relevant provisions of this Law.

Where the reselection or reappointment of an arbitrator is made due to withdrawal, the parties concerned may apply for the proceedings to be commenced again, but this shall be decided by the arbitral tribunal. An Arbitral tribunal may also make its own decision as to whether or not arbitral proceedings shall recommence.

In practice, arbitration commissions may also have more detailed procedural rules.

#### 22. Are arbitrators immune from liability?

As per PRC law, the arbitrator may bear legal responsibilities and be removed from the panel of arbitrators by the arbitration commissions if the situation is serious that the arbitrator has conducted some misconducts, private meetings with the parties concerned, committed bribery or favoritism or perverted the law in making the arbitral award etc.

An arbitrator may also commit crime of preventing the law in arbitration if the arbitrator makes any wrongful ruling purposely in violation of the facts and laws in the activities of arbitration and may be sentenced to imprisonment.

#### 23. Is the principle of competence-competence recognised in your country?

##### The PRC Arbitration Law Article 20

If a party challenges the validity of the arbitration agreement, he may request the arbitration commission to make a decision or apply it to the People's Court for a ruling. If one party requests the arbitration commission to make a decision and the other party applies to the People's Court for a ruling, the People's Court shall give a ruling.

It is worth noting that the Proposed Revisions aims to adopt the competence-competence principle and empowers the arbitral tribunal to rule on its own jurisdiction. However, it also allows a party to apply to the court for reviewing of the tribunal's decision on its jurisdiction.

#### **24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?**

The Arbitration Law Article 5

If the parties have concluded an arbitration agreement and one party submits the same dispute to the People's Court, the People's Court shall not accept the case, unless the arbitration agreement is null and void.

#### **25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?**

The Arbitration Law Article 42

If the respondent fails to appear before the hearing without justified reasons after having been notified in writing or leaves the hearing prior to the conclusion of the hearing without the permission of the arbitration tribunal, a default award may be made.

#### **26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?**

No express codified law in this regard. Some arbitration commissions have made the relevant rules.

#### **27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?**

As per the civil procedural rules under PRC law, parties may apply for property preservation, evidence preservation, and conduct preservation when appropriate.

Under the Arbitration Law, there is no specific provision of interim measures except for property preservation and evidence preservation. If a party applies for such preservation in accordance with PRC law, arbitration

commissions shall transfer the party's application to the competent court (the arbitral tribunal has no power to make the decision). Meanwhile, the arbitral tribunal may make the decision pursuant to the specific rules made by the arbitration commission of those interim measures that are not provided in the law. Recently, in a foreign-related dispute case administered by Beijing Arbitration Commission, an order for interim measures granted by the arbitral tribunal has successfully obtained a preservation ruling and a enforcement ruling rendered by Beijing Fourth Intermediate People's Court.

It is worth noting that as per the Proposed Revisions, arbitral tribunals also have the power to grant interim measures

#### **28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?**

Under PRC law, there are no anti-suit and/or anti-arbitration injunctions, and the courts generally refuse to recognize the anti-suit injunction issued by courts/tribunals in other legal regimes.

However, the Arrangement Concerning Mutual Assistance in Court-ordered Interim Measures in Aid of Arbitral Proceedings by the Courts of the Mainland and of the Hong Kong Special Administrative Region (coming into force on 1 October 2019) Article 1 stated that the interim measures referred to in this Arrangement include, in the case of the HKSAR, injunction, and other interim measures.

#### **29. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?**

No particular rules and local courts cannot compel witnesses to participate in arbitration proceedings.

The Several Provisions of the Supreme People's Court on Evidence for Civil Actions (Amended in 2019) may be applied to arbitration proceedings as general rules.

See the answer under Question 27.

#### **30. What ethical codes and other professional**



### **standards, if any, apply to counsel and arbitrators conducting proceedings in your country?**

For lawyers, there are laws and regulations such as the Law of the People's Republic of China on Lawyers, which stipulates the professional ethics of lawyers in principle. The local lawyers' associations also have their own rules to regulate the ethics of lawyers.

For arbitrators, apart from that mentioned in Questions 16, 17, 19 and 22, there is no expressed codified law. However, many arbitration committees have developed their code of conduct for arbitrators.

### **31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?**

The Arbitration Law Article 40

The arbitration shall be conducted in camera. If the parties agree to public arbitration, the arbitration may be public unless State secrets are involved.

In practice, arbitration commissions may have more detailed rules in this regard.

### **32. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included on the principal claim and costs incurred?**

In principle, when the claimant/respondent files its claims/counterclaims, the arbitration commission will calculate the estimated fees as per the institution's arbitration rules and the claimant (or the respondent in case of the counterclaim) shall pay the whole arbitration fees from the very beginning without prejudice to the tribunal's ruling of costs in the final arbitral award.

Pre- and post-award interest are allowed.

### **33. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?**

For arbitration administered by mainland arbitration institutions and seated in mainland, the award shall specify the arbitration request, the facts in dispute, the reason for the award, the result of the award, the burden

of the arbitration fee, and the date of the award. The award shall be signed by the members of the tribunal (those with dissenting opinions can choose to sign or not) and stamped by the arbitration institutions. If the parties agree that they do not wish to specify the facts in dispute and the reasons for the ruling, such sections can be left out in the award.

To file an application for recognition or enforcement of a foreign arbitral award, a party shall submit: (i) the written application; (ii) the duly authenticated original arbitral award or the certified copy thereof; (iii) the original arbitration clause or arbitration agreement or the certified copy thereof; and (iv) the foregoing documents shall be accompanied by a certified Chinese translation should they are in a foreign language.

Also see answers under Questions 35, 37, 38 and 39.

### **34. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?**

As for the timeframe, it may vary and depends on a series of factors, including but not limited to the type of the arbitral award, whether the opponent party raises an object, the workload of the court, etc. Normally, it will take several months, at least.

After accepting the application made by an applicant regarding the recognition and enforcement of an arbitral award, the court will send out notice to the opponent party.

### **35. Does the arbitration law of your country provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?**

Under PRC law, arbitral awards can be classified into four types. The recognition and enforcement (including setting aside or refusing enforcement of an arbitral award) of different types of arbitral awards are governed by different legal provisions. For details, see answer to Question 37.

### **36. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts?**

No expressed codified law.

### 37. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

Under PRC law, arbitral awards cannot be appealed but can be set aside or refused to enforce. A party should apply to the competent courts for such a procedure.

Grounds:

For mainland arbitral awards:

- (1) No arbitration agreement between the parties;
- (2) The issue does not fall under the scope of the arbitration agreement or the arbitration institution has no jurisdiction over the case;
- (3) The composition of the arbitral tribunal or the arbitration procedures is in violation of statutory procedures;
- (4) The evidence on which the arbitral award is based is forged;
- (5) The counterparty has concealed evidence which has a genuine impact on making a fair arbitral award; or
- (6) The arbitrators have committed bribery or favoritism or perverted the law in making the arbitral award in the arbitration procedures.
- (7) Where the enforcement of the arbitral award is contrary to public interest.

For HK SAR/Macau SAR/Taiwan Province awards, according to the relevant arrangements between HK SAR/Macau SAR/Taiwan Province and mainland China, the grounds for refusing enforcement are in principle briefly the same:

- (1) The parties to the arbitration agreement under the law applicable to them, under some incapacity, or the said arbitration agreement is not valid; or
- (2) The respondent has not received a notice to appoint the arbitrator or participate in the arbitration proceedings, or the respondent is unable to present its case due to any reason not attributable to the respondent; or
- (3) The arbitral award deals with a dispute 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, provided that, if the decisions on matters submitted to arbitration can be separated from those not

so submitted, that part of the arbitral award which contains decisions on matters submitted to arbitration may be recognized and enforced; or

- (4) 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
- (5) The arbitral award has not yet become binding on the parties, or has been set aside or suspended/refused of enforcement by a competent court of the seat of arbitration; or
- (6) The subject matter of the dispute is not capable of settlement by arbitration under the law of the place of enforcement; or
- (7) The enforcement of the award would be contrary to the public policy/public interests of mainland China.

For foreign-related arbitral awards:

- (1) No arbitration agreement;
- (2) The respondent has not received a notice to appoint the arbitrator or has not been informed of the arbitration procedure, or the respondent is unable to present its case due to any reason not attributable to the respondent;
- (3) The composition of the arbitral tribunal or the arbitration procedure does not comply with the arbitration rules;
- (4) The issue does not fall under the scope of the arbitration agreement or the arbitration institution has no jurisdiction over the case;
- (5) The arbitral award is contrary to public interest.

For foreign arbitral awards which shall apply the NYC (i.e., arbitral awards made in the territory of another contracting state and the dispute is a commercial one), given China is one of the contracting parties but has made 2 reservations, the grounds for recognition/enforcement are set forth in Article V of the NYC.

For foreign arbitral awards that are not subject to NYC, the recognition/enforcement of the awards shall apply the relevant treaties, if any, signed by China and the state in which the awards are issued or as per the principle of reciprocity.

Procedure:



After a party applies for challenging an arbitral award, if the court of the first instance thinks that the challenge should be dismissed, the court can rule directly. However, if the court thinks that the challenge should be upheld, it shall follow an internal judicial review process and report to the higher courts level by level.

For mainland arbitral awards, in principle, the decision-making power of the relevant judicial review shall be exercised by the High People's Court in the same jurisdiction, unless the ground for setting aside or refusing enforcement of the arbitral awards is the violation of public interests. If so, only the PRC Supreme People's Court has the decision-making power to confirm the ruling on the setting aside or refusal (where applicable). In any case, the relevant High People's Court shall file its judicial review decision with the Supreme People's Court for the record.

For foreign-related arbitral awards, HK SAR/Macau SAR/Taiwan Province arbitral awards, and foreign arbitral awards, for potential setting aside or refusing recognition/enforcement, the lower court shall report to the higher court level-by-level and only the PRC Supreme People's Court has the decision-making power to confirm the ruling on setting-aside or refusing recognition/enforcement (where applicable).

### **38. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?**

No express codified law.

### **39. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?**

Under PRC law, to apply for non-enforcement of an arbitral award or an arbitration mediation statement to the People's Court, A party not involved in the arbitration case shall submit a written application and evidence substantiating its request, and satisfy the following conditions:

(1) Where there is evidence that the parties to the arbitration case have maliciously applied for arbitration or engaged in fictitious arbitration, undermining the legitimate rights and interests of the party not involved in the arbitration case;

(2) The subject matter of enforcement involved in the

lawful rights claimed by the party not involved in the arbitration case has not yet been enforced and concluded; and

(3) Where the party not involved in the arbitration case submits its application within 30 days after it comes to know or should have known that the People's Court has taken enforcement measures against the said subject matter.

### **40. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?**

Recently, the Beijing Fourth Intermediate People's Court made a court decision on the application for setting aside an arbitral award involving third-party funding ((2022) Beijing No.04 Intermediate People's Court Civil Special Procedure No. 368). In general, the court rendered that the third party funding was not in violation of any current laws or the applicable arbitration rules.

### **41. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?**

No expressed codified law but some arbitration commissions have such rules. There was case applying the emergency arbitrator proceedings accepted by the Beijing Arbitration Commission in China (known as the GKML case), under which the interim measure granted by an emergency arbitrator obtained an enforcement order rendered by the High Court of the HK SAR Region Court of First instance.

It is worth noting that the Proposed Revisions aims to empower the emergency arbitrator to grant interim measures.

### **42. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?**

No expressed codified law but most arbitration commissions have such rules and quite often used.

### **43. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?**

No expressed codified law but there are some promotions in this regard in the arbitration community in China.

**44. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?**

No.

**45. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?**

For mainland arbitral awards (see also answers to Questions 35 and 37), there are some reported cases in which the arbitral award was set aside or refused enforcement on the ground that "the arbitrators have perverted the course of justice, committed bribery, or cheated in the arbitration procedures" under PRC Laws. As for the standard for proving, it is stipulated under PRC law that, the foregoing situate refers to the conduct that has already been convicted by an effective criminal judgment or determined by a disciplinary decision. There is no specific expressed standard that applies to the burden of proving corruption in arbitration proceedings, therefore the general rules may apply, that is the burden of proof is borne by the claimant.

**46. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?**

Mainland Chinese arbitration institutions have made efforts to promote the concept of virtual hearing (or semi-virtual hearing) or adopted a reduced fee schedule to support arbitration. For example, the Beijing Arbitration Commission has issued its guidelines on conducting the virtual hearing.

**47. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?**

Similar to answer to Question 46.

**48. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?**

Guided by the philosophy promoted by President Xi that lucid waters and lush mountains are invaluable assets, China advocates harmonious coexistence between humans and nature and sticks to the path of green and sustainable development.

**49. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?**

As per PRC law, where the People's Court decides that should there has been a violation of the public interest, it shall order to set aside the award/refuse to acknowledge and enforce the award. However, there is no clear definition or scope of "public interest" under PRC law.

From a procedural perspective, there is rarely decisions of the PRC court involving the factor of sanction on international arbitration proceedings. In a case regarding the recognition and enforcement of foreign arbitral awards decided by the Shanghai Financial Court ((2021) Shanghai No.74 Xie Wai Ren No. 1), the court considered the sanction imposed by Chinese government on a barrister chambers where the arbitrator practiced and held that such a sanction was imposed after issuance of the award, did not constitute a violation of article V of the NYC, and thus should not affect the recognition and enforcement of the arbitral award.

From a merits perspective, a sanction may constitute force majeure or changed circumstance under PRC law.

**50. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?**

No expressed codified law in the context of international arbitration, but China has formulated plans and opinions, i.e., the New-generation Artificial Intelligence Development Plan (Guo Fa [2017] No. 35) released by China's State Council, and the Opinions of the Supreme People's Court on Regulating and Strengthening the Applications of Artificial Intelligence in the Judicial Fields

(Fa Fa [2022] No. 33), to promote the application of artificial intelligence in the judicial fields in China.

---

Contributors

**Minli Tang**  
Partner      [minli.tang@allbrightlaw.com](mailto:minli.tang@allbrightlaw.com)



**Yixin Zhang**  
Associate



**Zheng Gong**  
Trainee

