

中華仲裁國際中心案件管理會議指引  
CAAI Guidelines on Case Management Conference

<p>To assist the Tribunal and the parties with conducting their arbitration with efficiency, clarity and predictability, the CAA International Arbitration Centre (“<i>CAAI</i>”) has established CAAI Guidelines on Case Management Conference (“<i>the Guidelines</i>”) pursuant to Article 2.5 of CAAI Arbitration Rules (“<i>the Rules</i>”).</p>	<p>中華仲裁國際中心（下稱本中心）為協助仲裁庭及當事人，使仲裁程序更具效率、明確性及可預見性，特依中華仲裁國際中心仲裁規則（下稱本規則）第 2.5 條訂定本指引。</p>
<p><b>1. Definitions</b></p> <p>1.1 “<i>Case Management Conference</i>” refers to the preliminary meeting between the Tribunal and the parties to discuss and establish the Terms of Reference and Procedural Timetable for the arbitration.</p> <p>1.2 “<i>Terms of Reference</i>” refers to the document established between the Tribunal and the parties which defines the substantive and procedural framework of the arbitration.</p> <p>1.3 “<i>Procedural Timetable</i>” refers to the document established between the Tribunal and the parties which specifies the dates or time limits for each stage of the arbitration.</p>	<p><b>1. 定義</b></p> <p>1.1 「案件管理會議」係由仲裁庭會同當事人召開之初步會議，旨在作成審理範圍書及程序時間表。</p> <p>1.2 「審理範圍書」係由仲裁庭及當事人作成之文件，其內容界定仲裁案件之實體及程序架構。</p> <p>1.3 「程序時間表」係由仲裁庭及當事人作成之文件，其內容記載仲裁案件各階段之日期或期限。</p>

## 2. Scope of Application

- 2.1 Subject to paragraphs 2.2 and 2.3, the Tribunal shall convene the Case Management Conference and establish the Terms of Reference and Procedural Timetable with the parties in accordance with the Guidelines.
- 2.2 The Tribunal may convene the Case Management Conference and omit the Terms of Reference and Procedural Timetable for Expedited Procedure if it decides such omission to be appropriate after consulting with the parties.
- 2.3 The Tribunal may omit the Case Management Conference, Terms of Reference and Procedural Timetable altogether in any of the following circumstances:
- (a) if all parties so agree; or
  - (b) the Tribunal decides, after consulting with the parties, that such omission would be appropriate in light of the amount in dispute, the relative complexity and urgency of the case, and other factors of consideration.

## 2. 適用範圍

- 2.1 除有 2.2 及 2.3 情形外，仲裁庭應依本指引與當事人召開案件管理會議，並作成審理範圍書及程序時間表。
- 2.2 簡易仲裁程序，仲裁庭經與當事人商議後並認為適當時，得僅召開案件管理會議而不作成審理範圍書及程序時間表。
- 2.3 於下列情形之一，仲裁庭得不召開案件管理會議，亦不作成審理範圍書及程序時間表：
- (a) 雙方當事人同意；
  - (b) 仲裁庭於考量爭議金額、案件相對複雜性及時間緊迫性等因素，並經與當事人商議後，認為此一作法為適當者。

<p><b>3. Time Limits</b></p> <p>3.1 Unless the parties agree otherwise, the Tribunal shall convene the Case Management Conference within 30 days from the Tribunal’s receipt of file, or 15 days for Expedited Procedure.</p> <p>3.2 The Tribunal shall establish the Terms of Reference and Procedural Timetable within 15 days from the Case Management Conference, or seven days for Expedited Procedure.</p> <p>3.3 CAAI may extend any of the above time limits pursuant to the Tribunal’s reasoned request.</p>	<p><b>3. 期限</b></p> <p>3.1 除當事人另有約定外，仲裁庭應自收到卷宗之日起 30 日內，召開案件管理會議；簡易仲裁程序應於 15 日內召開。</p> <p>3.2 仲裁庭應自召開案件管理會議之日起 15 日內，作成審理範圍書及程序時間表；簡易仲裁程序應於 7 日內作成。</p> <p>3.3 本中心得依仲裁庭附具理由之聲請，展延該期限。</p>
<p><b>4. Method for Convening Case Management Conference</b></p> <p>4.1 Unless the parties agree otherwise, the Tribunal shall decide the time, place and method for convening the Case Management Conference.</p> <p>4.2 The Tribunal may conduct the Case Management Conference in person or use telephone, video-conference or other means of communication.</p>	<p><b>4. 召開案件管理會議之方式</b></p> <p>4.1 除當事人另有約定外，仲裁庭應決定召開案件管理會議之時間、地點及方式。</p> <p>4.2 案件管理會議得以親自出席或使用電話、視訊等方式召開。</p>
<p><b>5. Agenda for Case Management Conference</b></p> <p>Subject to the Rules, the Tribunal and the parties may discuss or confirm the following items in the Case Management Conference:</p> <p>(a) Names and contact details of the parties and any representatives;</p>	<p><b>5. 案件管理會議</b></p> <p>仲裁庭及當事人得依本規則於案件管理會議中討論或確認下列事項：</p> <p>(a) 當事人及其任何代理人之姓名及聯絡資訊；</p>

<p>(b) Names and contact details of the arbitrator(s);</p> <p>(c) Arbitration agreement(s) invoked;</p> <p>(d) Seat of Arbitration;</p> <p>(e) Language(s) of the arbitration, any translation or interpretation;</p> <p>(f) Applicable law(s) and/or rules of law; and any agreement authorising the Tribunal to decide as <i>amiable compositeur</i> or <i>ex aequo et bono</i>;</p> <p>(g) Any challenges to the Tribunal's jurisdiction or to any arbitrator;</p> <p>(h) Any agreement between the parties on Expedited Procedure;</p> <p>(i) Means of communication in addition to Article 5 of the Rules, including any changes to the place of receipt for determining the date and time of receipt;</p> <p>(j) Any additional requirements for written submissions;</p> <p>(k) Any procedures and requirements for document production or disclosure, witness statements, expert reports and site inspections;</p> <p>(l) Method(s) and venue for any hearings;</p> <p>(m) Appointment of Tribunal expert and Tribunal secretary;</p> <p>(n) Summary of the parties' claims (including any relief or remedy claimed), and any quantification of amount(s);</p> <p>(o) List of issues to be determined (unless the Tribunal considers inappropriate);</p> <p>(p) Any application for Interim Measures;</p> <p>(q) Any agreement on, or application for, joinder of additional party or consolidation;</p>	<p>(b) 仲裁人之姓名及聯絡資訊；</p> <p>(c) 提出之仲裁協議；</p> <p>(d) 仲裁地；</p> <p>(e) 仲裁語言、譯文或口譯；</p> <p>(f) 適用之法律或法律規則；以及當事人是否約定授權仲裁人作為友好仲裁人或依公平善意原則裁決爭議；</p> <p>(g) 對於仲裁庭管轄權之異議，或對任何仲裁人之迴避聲請；</p> <p>(h) 當事人是否約定進行簡易仲裁程序；</p> <p>(i) 補充本規則第 5 條之通訊方式，包括對於決定送達日期與時間之送達地之變更；</p> <p>(j) 對於提出書狀之額外要求；</p> <p>(k) 對於文件提出、證人聲明、專家報告及現場勘查之程序及要求；</p> <p>(l) 召開詢問會之方式及場地；</p> <p>(m) 選定仲裁庭專家及仲裁庭秘書；</p> <p>(n) 當事人之請求概要、包括請求之救濟，以及其金額或價額；</p> <p>(o) 爭點，但仲裁庭認為不適當者，不在此限；</p> <p>(p) 任何臨時措施之聲請；</p> <p>(q) 任何追加當事人或合併之約定或聲請；</p> <p>(r) 當事人間對於仲裁判斷不附具理由或僅附具簡要</p>
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<p>(r) Any agreement between the parties on the omission or summary form of reasons of the award;</p> <p>(s) Any agreement between the parties on interest to be awarded;</p> <p>(t) Any changes to the Rules agreed by the parties;</p> <p>(u) Any other matters agreed between the Tribunal and the parties for inclusion in the Terms of Reference or Procedural Timetable.</p>	<p>理由之約定；</p> <p>(s) 當事人間對於應受判斷之利息之約定；</p> <p>(t) 當事人對於變更本規則之約定；</p> <p>(u) 仲裁庭及當事人約定納入審理範圍書及程序時間表之其他事項。</p>
<p><b>6. Form, Content and Effect of Terms of Reference</b></p> <p>6.1 The Terms of Reference shall include the items confirmed in the Case Management Conference.</p> <p>6.2 The Terms of Reference may be established on the items agreed by the Tribunal and the parties in the form of a written document signed by the Tribunal and the parties, or a procedural order incorporating the minutes of the Case Management Conference.</p> <p>6.3 The Tribunal shall provide the parties and CAAI with the Terms of Reference as soon as it is established.</p> <p>6.4 After the Terms of Reference is established, any party shall not make any new claims beyond the scope of the Terms of Reference, unless it has been approved by the Tribunal under Art. 23 of the Rules, which shall consider the nature of such new claims, the stage of the arbitration, and other relevant circumstances.</p>	<p><b>6. 審理範圍書之形式、內容及效力</b></p> <p>6.1 審理範圍書應記載案件管理會議確認之事項。</p> <p>6.2 於仲裁庭及當事人達成合意後，審理範圍書得以仲裁庭及當事人所簽署之書面，或以附具案件管理會議紀錄之程序裁斷方式作成。</p> <p>6.3 仲裁庭於作成審理範圍書後，應儘速提供當事人及本中心。</p> <p>6.4 於審理範圍書作成之後，當事人不得提出逾越審理範圍書所載範圍之新請求，但仲裁庭依本規則第 23 條考量新請求之性質，仲裁案件之階段，及其他相關情事而准許者，不在此限。</p>

<p><b>7. Form and Content of Procedural Timetable</b></p> <p>7.1 The Procedural Timetable may specify the dates or time limits for each stage of the arbitration, including the following:</p> <ul style="list-style-type: none"> <li>(a) Statement of Claim, Statement of Defence, any Amendment or Supplement;</li> <li>(b) Document production or disclosure and any site inspections;</li> <li>(c) Any witness statements and expert reports;</li> <li>(d) Any pre-hearing conference(s) or other procedural meetings;</li> <li>(e) Any hearings;</li> <li>(f) Any post-hearing briefs and costs submissions; and</li> <li>(g) Tribunal's deliberations and award(s).</li> </ul> <p>7.2 The Tribunal shall provide the parties and CAAI with the Procedural Timetable as soon as it is established.</p>	<p><b>7. 程序時間表之形式及內容</b></p> <p>7.1 程序時間表得記載仲裁案件各階段之日期或期限，包括下列事項：</p> <ul style="list-style-type: none"> <li>(a) 請求理由書、答辯理由書、任何修正或補充；</li> <li>(b) 文件提出及任何現場勘查；</li> <li>(c) 任何證人陳述及專家報告；</li> <li>(d) 任何詢問會前會議或其他程序會議；</li> <li>(e) 任何詢問會；</li> <li>(f) 任何詢問會後之書狀及有關費用之陳述；</li> <li>(g) 仲裁庭之評議及判斷。</li> </ul> <p>7.2 仲裁庭於作成程序時間表後，應儘速提供當事人及本中心。</p>
<p><b>8. Amendment to Procedural Timetable</b></p> <p>8.1 The Tribunal may, upon a party's request or on its own initiative, amend the Procedural Timetable after consulting with the parties.</p> <p>8.2 The Tribunal shall provide the parties and CAAI with the amended Procedural Timetable as soon as they are amended.</p>	<p><b>8. 程序時間表之修正</b></p> <p>8.1 仲裁庭得依當事人聲請或依職權，經與當事人商議後，修正程序時間表。</p> <p>8.2 仲裁庭於修正程序時間表後，應儘速提供當事人及本中心。</p>

## 9. Miscellaneous

- 9.1 If a party does not participate in the Case Management Conference, the Tribunal may proceed with the Case Management Conference while giving the non-participating party a reasonable opportunity to present its case in the further stages of the arbitration.
- 9.2 If the Tribunal and the parties cannot agree on any items in the Terms of Reference, the Tribunal or any party may submit a written request to CAAI for decision on such items. Subject to the Rules, CAAI shall decide within seven days of receiving such request, and its decision shall constitute part of the Terms of Reference.
- 9.3 Subject to paragraphs 2.2 and 2.3, the arbitration shall proceed after the Terms of Reference is established.

## 9. 其他規定

- 9.1 當事人未參與案件管理會議時，仲裁庭得繼續召開案件管理會議，並於後續仲裁程序中給予未參與當事人合理陳述之機會。
- 9.2 仲裁庭及當事人無法就審理範圍書之任一事項達成合意時，仲裁庭或當事人得向本中心提出書面聲請，請求決定該事項。本中心應於收到該請求後 7 日內依本規則作成決定，該決定並將構成審理範圍書之一部分。
- 9.3 除有 2.2 及 2.3 情形外，於作成審理範圍書之後，仲裁程序始得繼續進行。