



Chinese Arbitration Association, Taipei

CAA ARBITRATOR STATEMENT

[Name] _____ is invited to serve as arbitrator in the case between _____
and _____ (Arbitration Case Number: _____), and makes the
following statements after careful consideration. *(Please tick all relevant boxes.)*

1. ACCEPTANCE or NON-ACCEPTANCE

- I **decline** to serve as arbitrator in this case.
(If you tick here, simply date and sign the form and send it to CAA.)
OR
- I **accept** to serve as arbitrator in accordance with the Arbitration Law of ROC, the Rules on Arbitration Institution, Mediation Procedure and Fees, the CAA Arbitration Rules and the CAA Code of Ethics for Arbitrators.
(If you tick here, please continue to complete other sections.)

2. IMPARTIALITY and INDEPENDENCE

In accordance with Article 15 of the Arbitration Law of ROC and other applicable regulations, and in reference to the IBA Guidelines on Conflicts of Interest in International Arbitration 2014, I declare that:

- I **have nothing to disclose**: I promise to be impartial, independent and objective as an arbitrator, and to avoid any conduct which may give rise to the parties' justifiable doubts as to my impartiality, independence or objectiveness.
OR
- I **accept the appointment with disclosure**: I am impartial, independent and objective as an arbitrator. However, mindful that my present or past, direct or indirect, financial, professional or other relationships with any of the parties or their relatives, agents, representatives or affiliates may give rise to the parties' justifiable doubts as to my impartiality, independence or objectiveness, I disclose the following matters. *(Any disclosure shall be complete and clear, including dates, financial agreements, corporate and personal details, and other relevant information. Attach A4 sheet(s) if needed.)*

*** If any of the matters stated above or other possible conflicts of interest arise after my appointment, I shall promptly disclose such matters or conflicts to CAA and the parties.**

3. AVAILABILITY

- I promise, on the basis of the information currently available to me — to devote the time necessary to conduct this arbitration diligently, efficiently, expeditiously, impartially, independently and objectively; to participate in arbitral proceedings and deliberations; and to render, sign and give CAA the arbitral award within the time limits stipulated in the Arbitration Law of ROC or agreed by the parties.

4. RESIGNATION AGREEMENT

- (1) If I become aware of any circumstances specified as paras 1 to 5 in Appendix 1 after my appointment, I agree to resign immediately.
- (2) If I do not comply with the CAA Code of Ethics for Arbitrators (as extracted in Appendix 2) and the CAA Court of Arbitration makes a final decision to terminate or revoke my appointment, I agree that such decision shall have immediate effect and I shall cease to be the arbitrator.

Signature: _____ Date: _____

Address: _____ Telephone Number: _____

Appendix 1: Circumstances to be disclosed by the Arbitrator

1. Any of the grounds for disqualification of judges stipulated in Article 32 of the ROC Code of Civil Procedure also apply to the arbitrator.
2. The arbitrator is currently a manager, director or member of the supervisory board, or has a controlling influence on a party or an affiliate that has a direct economic interest in the award to be rendered in the arbitration.
3. The arbitrator is currently a legal representative, agent or consultant of a party, or an affiliate of a party.
4. The arbitrator has a significant financial or personal interest in a party or the award to be rendered in the arbitration.
5. The arbitrator or his/her firm regularly advises a party or an affiliate of a party, and the arbitrator or his/her firm derives significant financial income therefrom.
6. The arbitrator has or had employment or agency relationship with a party. If such relationship no longer exists, please state the date when such relationship ended.
7. The arbitrator has or had employment or agency relationship with a party's representative or witness. If such relationship no longer exists, please state the date when such relationship ended.
8. The arbitrator or his/her firm has given legal advice or provided expert opinion on the matter in dispute to a party or an affiliate of a party.
9. The arbitrator or his/her firm currently has a significant commercial relationship with a party or an affiliate of a party, or has a personal interest in the outcome of the case.
10. The arbitrator is currently a manager, director or member of the supervisory board, or has a controlling influence on an affiliate of a party, if the affiliate is directly involved in the matter in dispute.
11. The arbitrator has, within the past three years, served in the same institution with another arbitrator or a party's representative.
12. A close personal friendship exists between an arbitrator and a party's representative, manager, director or member of the supervisory board, or another person with a personal interest in the award to be rendered in the arbitration.
13. The arbitrator has, within the past three years, been appointed as arbitrator on two or more occasions by a party or an affiliate of a party.
14. The arbitrator or his/her firm has, within the past three years, acted against a party, or a witness or expert of a party.
15. The arbitrator has previously expressed an opinion concerning the case or agreeing with his/her appointing party, except for prior opinions concerning the same issue arising in the arbitration but not focused on the case.
16. The arbitrator has, within the past three years, served as a judge in a case that has significant influence on a party.
17. Any other circumstances that may give rise to the parties' justifiable doubts as to the arbitrator's impartiality, independence or objectiveness.

Reference: IBA Guidelines on Conflicts of Interest in International Arbitration 2014 of the International Bar Association:
http://www.ibanet.org/Publications/publications_IBA_guides_and_free_materials.aspx

Appendix 2: Excerpt from the Code of Ethics for Arbitrators

1. Confidentiality: Without the consent of the Tribunal or the parties, the arbitrator shall not disclose any circumstances concerning the procedure or substance of the case. The arbitrator shall not discuss the case with, or accept information concerning the case from, one party in private. The arbitrator shall avoid any *ex parte* disclosure of his/her opinions or the Tribunal's deliberations to any party.
2. The arbitrator does not represent any party regardless of his/her appointment by any party. The arbitrator shall avoid any conduct that would give rise to doubts as to the arbitrator acting as a party's representative or advocate.
3. The arbitrator shall avoid contention or confrontation with the parties during hearings, and shall avoid making premature conclusions on critical issues.
4. During the term of his/her employment, the arbitrator shall avoid improper social interactions with the parties or the parties' representatives, witnesses, experts and other interested persons.
5. The arbitrator shall perform his/her duties personally and shall not delegate such duties to another person. The arbitrator shall not resign without justification.
6. The arbitrator shall not accept any request or benefit from any party or interested person in private.
7. The arbitrator's impartiality, objectiveness or independence in performing his/her duties shall not be affected by the arbitrator's family, social or other relationships.