

Hainan International Arbitration Court (Hainan Arbitration Commission) Seed Industry Arbitration Rules

Chapter I General Provisions

Article 1 Purpose of the Rules

In order to ensure the fair, professional and efficient arbitration of seed industry disputes, strengthen the protection of intellectual property rights in the seed industry, and promote the healthy and orderly development of the seed industry, Hainan International Arbitration Court (Hainan Arbitration Commission) Seed Industry Arbitration Rules (“the Rules”) are formulated in accordance with the provisions of the Arbitration Law of the Peoples Republic of China and relevant laws and regulations, as well as the Arbitration Rules of Hainan International Arbitration Court (Hainan Arbitration Commission) ("the Rules of HIAC") and in light of the actual situation of seed industry disputes.

Article 2 Seed Industry Dispute Resolution Platform

(I) Yazhou Bay Seed Industry International Arbitration Center of Hainan International Arbitration Court ("the Seed Industry Arbitration Center") is a specialized platform for resolving seed industry disputes established by the Hainan International Arbitration Court ("the HIAC") and under the auspices of the Sanya Branch of HIAC ("the Sanya Branch").

(II) Where the parties have agreed in an arbitration agreement to submit the dispute to the Seed Industry International Arbitration Center for arbitration, it shall be deemed to be submitted to the HIAC for arbitration.

Article 3 Scope of Application

(I) The seed industry contractual disputes and disputes over property rights and interests arising from seed breeding, experiment, quality inspection, production, reproduction, processing for reproduction, storage, transportation, offer for sale, sale, import and export of plant, animal and microbial varieties and the genetic materials thereof, research and development of breeding technologies, as well as agency, licensing, transfer and pledge of, financing against and other services of plant breeding intellectual property rights, including property disputes over plant breeding intellectual property rights

and other property rights and interests in the plant breeding industry, between individuals, legal entities and unincorporated associations of equal status, may be filed to the Seed Industry Arbitration Center for arbitration in accordance with the law.

Where the law provides otherwise, such provisions shall prevail.

(II) Property disputes over intellectual property rights of seed industry include contractual disputes, infringement, unfair competition and other property disputes related to the intellectual property rights of seed industry.

The right holder may, in accordance with the law, claim rights over the following intellectual property in disputes:

(a) new plant varieties and their essentially derived varieties;

(b) new varieties of animals and microorganisms such as livestock, poultry, aquatic products and edible fungi;

(c) breeding materials, germplasm resources data;

(d) inventions (such as transgenic breeding technology, hybrid breeding technology, molecular marker breeding technology, genome editing technology, etc.), utility models (such as the design of applicable agricultural machinery that combines specific shapes and structures, etc.), and appearance

designs (such as the aesthetically pleasing outer packaging design of agricultural products that combines specific shapes and patterns, etc.);

(e) geographical indication;

(f) trademarks;

(g) trade secrets;

(h) works (such as artistic works on the outer packaging of agricultural products, software works contained in variety testing equipment, etc.);

(i) integrated circuit layout designs (such as those contained in agricultural machinery, etc.); and

(j) other intellectual property.

Article 4 Application of the Rules

(I) Unless otherwise agreed by the parties, the Rules shall apply to the seed industry disputes accepted by the Seed Industry Arbitration Center.

(II) The parties may agree to change or supplement the provisions of the Rules and the Rules of HIAC, except where the contents modified or supplemented are in violation of the mandatory provisions of the laws and regulations of the seat of arbitration or unenforceable.

(III) Where the parties have agreed to apply the Rules, but have not designated an arbitral institution, they shall be deemed to have agreed to submit their dispute to the Seed Industry Arbitration Center.

(IV) In respect of any matters not provided for in the Rules, the Rules of HIAC shall be applied.

Chapter II Arbitration Procedure

Article 5 Selection of Procedure

(I) When the HIAC sends the Notice of Arbitration to both parties, a case description form (the “Case Description Form”) shall be sent at the same time, in which both parties shall describe the complexity of technical facts and legal relationship, degree of dispute and other factors between the parties.

(II) The parties may choose ordinary procedure or expedited procedure in the arbitration procedure selection form (“the Arbitration Procedure Selection Form”) based on the complexity of technical facts and legal relationship, degree of dispute between the parties concerned and the amount of the subject matter of the case. If the conditions for the application of Article 24 of the Rules are met, the **Quick Award Procedure**

may be selected in the Arbitration Procedure Selection Form.

(III) The Case Description Form and the Arbitration Procedure Selection Form shall be submitted to the HIAC within the period of time prescribed in the Notice of Arbitration initially received by the parties. Any inconsistency in the description or selection of the parties concerned, or failure to submit the material within the time limit, shall not affect the arbitration proceedings.

Article 6 Application of Procedures

(I) Unless otherwise agreed by the parties or jointly selected in the Arbitration Procedure Selection Form, the ordinary procedure shall apply if the amount in dispute exceeds RMB 1,000,000; the expedited procedure shall apply if the amount in dispute does not exceed RMB 1,000,000 or the arbitration fee is charged by a fixed sum.

(II) Where the parties choose to apply the expedited procedure when the amount in dispute exceeds RMB 1,000,000 through agreement or joint selection of such in the Arbitration Procedure Selection Form, the arbitration fees shall be reduced accordingly.

(III) If the parties choose to apply the ordinary procedure

when the amount in dispute does not exceed RMB 1,000,000 or the arbitration fee is charged by a fixed sum through agreement or joint selection of such in the Arbitration Procedure Selection Form, they shall bear any resulting additional arbitration fees.

(IV) In cases where there is no amount in dispute or where the amount is unclear, the HIAC shall decide to apply the expedited procedure or ordinary procedure according to the complexity of the case, the degree of the dispute and other factors.

Article 7 Switch of the Expedited Procedure

(I) Proceedings under the expedited procedure shall not be affected by reason of any amendment to the claim, the submission of a counterclaim or any amendment causing the amount in dispute to exceed RMB 1,000,000. Where it is necessary to switch from expedited procedure to ordinary procedure, it shall be decided by the Seed Industry Arbitration Center.

(II) Where the sole-arbitrator tribunal considers that the case is difficult and complicated and it is necessary to switch to ordinary procedure, or considers it necessary for the parties to apply for the change of procedure, it shall make a request to the

Seed Industry Arbitration Center for decision, and the parties shall bear any resulting additional arbitration fees.

Article 8 Selection of arbitrators

(I) The HIAC shall establish a specialized Panel of Arbitrators for Seed Industry Disputes, including arbitrators specialized in law and arbitrators specialized in seed industry.

(II) The parties may select arbitrators from the Panel of Arbitrators for Seed Industry Disputes or the Panel of Arbitrators of HIAC (the "Panels"), or select arbitrators from outside the Panels.

(III) Where the parties concerned choose arbitrators from outside the Panels, such arbitrators may serve at the tribunal upon confirmation by the HIAC.

Article 9 Composition of the Arbitral Tribunal

(I) For cases to which the ordinary procedure applies, unless otherwise agreed or chosen by the parties, the presiding arbitrator ("the Presiding Arbitrator") shall be an arbitrator specialized in law, and at least one of the other two arbitrators shall be specialized in the seed industry.

(II) For cases to which the expedited procedure applies,

unless otherwise agreed or chosen by the parties, the sole arbitrator shall be an arbitrator specialized in law.

(III) Where the parties are of different nationalities, unless otherwise agreed or chosen by the parties, the sole arbitrator or the Presiding Arbitrator shall be a national of a third country.

Article 10 Tribunal-Appointed Expert Assistant

(I) To clarify the technical facts of the case involving the seed industry, the arbitral tribunal may, upon application by the parties or with their consent, appoint one or more independent expert assistants to assist in the technical fact-finding of the case and provide expert opinions.

(II) The expert assistant shall submit to the arbitral tribunal the proof of qualifications in the relevant technical field and a statement of being independent of all parties. The arbitral tribunal shall notify the parties in writing of the above-mentioned proof, statement and the technical issues to be clarified. Objections (if any) shall be made within 5 days upon receipt of the written notice. The arbitral tribunal shall review them in a timely manner and notify the parties of the review results.

(III) The expert assistant has the obligation to:

(a) offer opinions and suggestions on issues at point over technical facts in the seed industry, as well as the scope, sequence and methods of investigation;

(b) participate in the hearing and, with the consent of the arbitral tribunal, ask the parties, their representatives and other participants questions;

(c) participate in field observations and measurements, genetic fingerprint detections, and testing of methods widely used in the industry, etc.;

(d) assist in investigation and evidence collection, experiments, and on-site inspections;

(e) assist in the determination of trade secrets;

(f) provide expert opinions;

(g) assist the arbitral tribunal in engaging the appraisal organizations to provide opinions; and

(h) complete other tasks related to ascertaining the facts of the case.

(IV) The parties shall prepay the expert fees in the proportion agreed upon or determined by the arbitral tribunal on schedule. Failure to do so shall be deemed to withdraw the application or bear the corresponding legal consequences.

Article 11 Party-Appointed Expert Witness

(I) The parties may engage expert witnesses to provide written opinions or give opinions at the hearing on the technical facts related to the case involving the seed industry. The parties shall submit written applications to the arbitral tribunal and provide proof that the expert witness has the corresponding qualifications in the relevant technical field.

(II) Where an expert witness engaged by a party gives opinions at the hearing, he or she shall agree to be questioned by the arbitral tribunal and the other party. Expert witnesses engaged by both parties may cross-examine each other on the technical issues involved in the case.

(III) The expert witnesses engaged by the parties shall not participate in any other hearing activities in the arbitration proceeding.

Article 12 Procedure Management Schedule

(I) For cases to which the expedited procedure applies, the arbitral tribunal shall formulate the Procedure Management Schedule and submit it to the HIAC within 7 days upon receipt of documents of the case; for cases to which the Ordinary Procedure applies, the Presiding Arbitrator shall convene the

other arbitrators to hold a procedure management meeting (the “Procedure Management Meeting”) and formulate the Procedure Management Schedule and submit it to the HIAC within 10 days upon receipt of documents of the case.

(II) The Procedure Management Meeting or the Procedural Management Schedule shall make arrangements on the procedural matters such as the scope of hearing.

(III) The failure of the arbitral tribunal to submit the Procedural Management Schedule on time does not affect the progress of the arbitration proceeding. The arbitral tribunal may modify the Procedural Management Schedule based on the progress of the hearing.

Article 13 Interim Measures

(I) Upon the application of the parties, the arbitral tribunal may decide to take the following interim measures:

(a) order the cessation of, within the specified period of time, the production, reproduction, processing for reproduction, offering for sale, sale, import and export of the propagation and harvest materials of the varieties involved in the breach of contract, infringement, unfair competition, and other acts.

The above-mentioned varieties involved in the cases

include new plant varieties, essentially derived varieties, counterfeit varieties, hybrid varieties and other relevant varieties as stated by the parties;

(b) order the cessation of, within a specified period of time, the use of the propagation materials of the varieties involved in the breach of contract, infringement, unfair competition and other acts to produce the propagation materials of another variety;

(c) order the handover of the propagation materials and harvest materials of the varieties involved in the breach of contract, infringement and unfair competition and other acts to a third party for custody or sell the propagation materials or harvest materials of perishable varieties within the specified period of time;

(d) Order the cessation of, within a specified period of time, commercialization or otherwise illegal use of the propagation materials, harvest materials and related agricultural products, equipment, technologies, etc. of the varieties involved in the breach of contract, infringement, unfair competition and other acts over the patents, trademarks, trade secrets, etc. involved in the case.

(e) order interim measures for new varieties of livestock

and poultry, aquatic products, edible fungi, etc. by reference to the above-mentioned interim measures for new plant varieties, provided that they shall not violate the mandatory provisions of the laws and regulations of the seat of arbitration.

(f) other interim measures applicable to the seed industry.

(II) The application for interim measures by the parties to the HIAC does not preclude them from simultaneously applying for preservation measures to the HIAC, or applying for administrative compulsory measures to the competent authorities of seed industry or intellectual property rights. Where the parties apply for preservation measures, the HIAC shall submit it to the competent people's court within 5 days upon the receipt of the application.

(III) When making decisions on such application for interim measures, the arbitral tribunal shall take into account all relevant circumstances, such as the impact of enforcing or not enforcing such measures on the rights and interests of both parties, the reasonable possibility that the applicant's claims will be supported, as well as the urgency and necessity of enforcing interim measures. The arbitral tribunal may require the applicant to provide security. If the applicant fails to provide security, the arbitral tribunal shall have the power to dismiss the application.

(IV) Where the parties fail to comply with any of the interim measures ordered by the arbitral tribunal, the arbitral tribunal shall have the power to draw adverse inference against the non-complying party when it decides on the split of arbitration fees, lawyer's fees, appraisal costs, preservation fees and other procedural fees, or on the facts finding as to the pecuniary loss, subjective fault and liability for breach of contract corresponding to the content of the interim measures.

Article 14 Mode of Hearings

(I) The arbitral tribunal shall hold an oral hearing. However, by agreement of the parties or with the consent of the parties, the arbitral tribunal may conduct the arbitration on paper based on the application, defense statement, evidence and other documents submitted by the parties. The arbitral tribunal may inquire the parties if necessary.

(II) Unless otherwise agreed by the parties, the hearing may be conducted online or in a manner combining online and on-site.

(III) Where online oral hearing is adopted, the arbitral tribunal may decide to hold the hearing by remote video conference, teleconference or any other electronic

communication.

(IV) Where the online written hearing is adopted, the parties may submit the documents in electronic form to the electronic address designated by the arbitral tribunal or the online dispute resolution platform of the HIAC on the official website within a specified time limit to complete the statement, defense, proof presentation, cross-examination and written cross-examination.

The arbitral tribunal may prepare a list of questions and send it to the electronic address confirmed by the parties or upload it onto the case management system of the HIAC on the official website. The parties may log in to the online dispute resolution platform of the HIAC within a specified time limit to submit their replies to the questions; generally, two rounds of replies may be arranged, and several more rounds may be added as needed.

Article 15 Case Management

(I) Where the award cannot be made within the time limit of the hearing and there is a need for extension due to special reasons, the Presiding Arbitrator or the sole arbitrator shall apply for the approval of the HIAC.

(II) Where the award cannot be made within 2 months from the expiry of the period of hearing, the arbitral tribunal shall submit Hearing Period Report to the HIAC and send a copy of it to the parties. Before the final award is made, the arbitral tribunal shall submit another Hearing Period Report to the HIAC every 2 months and send a copy of it to the parties.

(III) The suspension of the proceeding, the times spent on the audit, assessment, appraisal, testing, experimentation, inspection on specific issues, as well as the time period both parties request to the arbitral tribunal to conduct settlement are not included in the calculation of the time limit of case hearing.

(IV) Where the respondent makes an application for invalidity of the intellectual property right involved to the competent authority during the arbitration proceeding, the HIAC or the arbitral tribunal generally does not suspend the proceeding, except as otherwise provided by law.

Article 16 Confidentiality Obligation and Exceptions

(I) Except for cases that the parties have agreed to hear in public, the parties and their representatives, arbitrators and other arbitration participants shall keep confidential the case procedure and substantive information, such as the names of the

parties, the arbitration claims, the evidence materials not in the public domain and the arbitral award results, etc.

(II) For the case heard in private, the relevant case information may be disclosed in any of the circumstances where:

(a) both parties agree to disclose;

(b) the parties and their representatives, arbitrators and other arbitration participants are required to disclose according to law in order to proceed with the arbitration procedure;

(c) the parties are required to disclose to the court according to law in order to apply for the enforcement, revocation, setting aside of the arbitral award, etc., or the disclosure is required according to the law due to the procedures conducted by competent authority of intellectual property rights or other authorities;

(d) the parties are required to disclose in order to practice the rights granted law or to comply with the obligations under the law; and

(e) other circumstances that necessitate the disclosure.

Article 17 Trade Secrets

(I) For the purpose of this Article, "trade secret" refers to

any technical and business information (such as operational information) that is not known to the public, has commercial value and for which the right holder has taken corresponding confidentiality measures.

(II) Where the parties believe that the evidence submitted to the arbitral tribunal, expert or appraisal organization contains trade secrets and deem it necessary to ask the HIAC to take special confidentiality measures, the parties shall submit to the arbitral tribunal an application for trade secret to explain the situation.

(III) A party concerned may, in its application for trade secret, require that the trade secret shall not be disclosed to the other party concerned. However, the expert's report or appraisal report formed on the basis of trade secrets shall be disclosed to the other party concerned.

(IV) The arbitral tribunal shall hear the opinions of the other parties concerned on the application for trade secret and decide whether the relevant information shall be regarded as a trade secret. The arbitral tribunal may also appoint an expert to assist in its decision. Where the arbitral tribunal determines that the information is a trade secret, it shall also make decisions on where and to whom the trade secret may be disclosed, and

require such person to sign a Confidentiality Agreement.

Article 18 Means of Service

(I) Service by Electronic Means

(a) One party may confirm its electronic service address (including but not limited to e-mail address, mobile number, WeChat ID, QQ ID, etc.) to the HIAC when applying for an arbitration or submitting a defense. The arbitration documents, materials or notices shall be deemed to have been served if the HIAC sends them to the electronic address confirmed by the party.

(b) The parties shall ensure that the electronic service address is legal and valid. Any and all legal consequences resulting from a failure of service caused by an inaccuracy in the electronic service address confirmed by the party shall be borne solely by the party.

(c) Any changes to the electronic service address of the parties in the course of an arbitration shall be promptly notified to the HIAC. The legal consequences caused by the party's failure to notify or timely notify the HIAC shall be borne solely by the party.

(d) If the party registers an account on the online dispute

resolution platform of the HIAC and has confirmed its identity, the account shall be deemed as an electronic service address confirmed by the party.

(e) The sending date displayed by the corresponding system of the HIAC (including, but not limited to, the HIAC's service system, the e-mail address, mobile number or WeChat account of the arbitration secretary and the service personnel) shall be the date of service; if the addressee proves that the date of arrival displayed in its media system is inconsistent with the sending date displayed in the corresponding system of the HIAC, such date of arrival in the addressee's media system shall be deemed as the date of service.

(II) The HIAC or arbitral tribunal may serve the arbitration documents on the parties by mail or other appropriate means.

Chapter III Types and Rules of Evidence

Article 19 Background Information on Science and Technology Fundamentals

The arbitral tribunal may, upon the application of the parties concerned or on its own discretion, require the parties concerned to provide within a time limit:

(I) background information on science and technology fundamentals that is necessary for fully comprehension of the dispute; and

(II) models, drawings or other information that can be used as reference.

Article 20 Experimental evidence

(I) The parties may submit an experiment report as the basis for its claim. The experiment report shall clearly state the purpose, abstract, method, result and conclusion of the experiment, the completion date of the experiment, and the persons who conduct and take charge of the experiment.

(II) The arbitral tribunal may, if necessary, upon the application of the other party or on its own discretion, require the party to repeat all or part of the experiment within a certain time limit.

Article 21 Inspection of the evidence

(I) The arbitral tribunal may, upon the application of the parties concerned or on its own discretion, investigate and verify any site, property, machinery, facilities, production lines, models, films, materials, products or process that it considers appropriate.

The tribunal may appoint any professional technicians to assist the investigation and verification according to relevant technical specifications.

(II) The arbitral tribunal shall have the right to require the parties to disclose the places, articles and processes etc., possessed or controlled by the parties concerned for investigation by the arbitral tribunal, the experts and appraisal organizations appointed by the arbitral tribunal and the other party.

Article 22 Other Evidence Called by Tribunal

If the arbitral tribunal considers that additional evidence related to facts finding is necessary for the purpose of understanding and judging the case, it may require the parties concerned to provide materials within a certain time limit, including but not limited to:

(I) samples used for investigation, such as seeds and DNA samples, etc.;

(II) documents on the application process for intellectual property rights, DUS test report, prior art, laws and regulations, judgments and cases, and other evidence; and

(III) contracts, notes, account books, field production

materials, quality inspection reports, inspection and quarantine certificates, import and export lists, and other production and operation files and relevant materials.

Article 23 Assessment of Factual Evidence

(I) When deciding on the identity and affinity between the varieties involved in the breach of contract, infringement, unfair competition and other acts in the case, including the licensed varieties alleged by the party, essentially derived varieties, counterfeit varieties, and hybrid varieties, and the licensed varieties, the arbitral tribunal may consult the detection opinions made by the seed industry appraisal organization and appraiser through field observation and trait observation, genetic fingerprint, methods commonly used in the industry and other testing methods, as well as the detection opinions made by the competent authority of seed industry, the International Union for the Protection of New Varieties of Plants (UPOV) and other international authoritative institutions, and the breeding records and breeding processes of the breeders.

Where an arbitrator possesses the qualifications of appraisal in the relevant technical field in dispute, with the consent of all parties, he or she may also conduct the detection

by applying the above-mentioned measures on his/her own. Where there is no appraisal organization or appraiser as prescribed in the preceding paragraph, a professional institution or professional personnel with the detection expertise relating to the technology in dispute shall conduct the testing.

(II) Where the loci differences between the samples of varieties involved in the case and samples of the licensed varieties are smaller than but close to the critical values, as detected through genetic fingerprint and other molecular marker methods, and one of the parties concerned claims that the characteristics and features of the varieties are different, such party shall bear the burden of proof; the arbitral tribunal may also, upon the application of the parties concerned, make a determination by means of conducting additional tests at expand testing loci or using standard samples of the licensed varieties for testing, and in light of other relevant factors.

(III) Where one party concerned has done its best to prove the amount of damages, but the relevant account books and other materials are mainly in the possession of the other party, the arbitral tribunal may order the other party to provide such materials. If the other party concerned fails to provide such materials, the arbitral tribunal may determine the amount of

damages with reference to the claims of one of the parties concerned.

(IV) Where one party concerned has acts of resisting evidence preservation or hindering evidence production such as transfer or destruction of the preserved evidence, resulting in failure to ascertain the facts of the case, the arbitral tribunal may presume that the claims of the other party are established.

(V) When determining the amount of damages for infringement of intellectual property rights related to the seed industry, the arbitral tribunal may refer to the actual losses of the right holder, the actual gains of the infringer, a reasonable multiple of the licensing fee for the intellectual property rights, the nature and circumstances of the infringement, etc., and make decisions based on the sequence of detection, the criterion of punitive damages.

Where a licensee implements the intellectual property rights in excessive of the scale or geographical regions as agreed upon in the contract with the right holder, and the right holder claims damages for infringement, the provisions mentioned above shall apply.

Chapter IV Special Procedures

Article 24 Application of the Quick Award Procedure

(I) Where the amount in dispute to which the quick award procedures(the “Quick Award Procedure”) applies is less than RMB 1,000,000 and the parties concerned have no dispute over the facts of the case as well as the rights and obligations, or there are only disputes over the amount, time and method of the payment of money for a simple pecuniary payment case, the parties concerned may jointly choose to apply the Quick Award Procedure at the time of filing the case or in the Arbitration Procedure Selection Form. Where the parties concerned fail to make a joint choice, the HIAC may determine the application of Quick Award Procedure based on the Case Description Form filled in by the parties concerned.

(II) The Quick Award Procedure shall not apply under any of the following circumstances:

- (a) where the whereabouts of the respondent are unknown;
- (b) where the respondent has made a counterclaim and the case is accepted by the HIAC;
- (c) there is a need to entrust appraisal, evaluation, testing, experiment or inspection;

- (d) where documents need to be served to other countries;
- or
- (e) other difficult cases and cases with significant social impact.

Article 25 Special Rules on Quick Award Procedure

(I) For cases to which the Quick Award Procedure applies, the procedures of defense and the filing of counterclaim, composition of the arbitral tribunal, and hearing shall be handled pursuant to the Rules and the expedited procedure of the Rules of HIAC.

The parties concerned and the arbitral tribunal may simplify the relevant provisions of the expedited procedure in a flexible manner. The respondent may waive the period of defense and the selection of the arbitrator, and the arbitral tribunal may dispense with the Procedure Management Schedule and may decide to conduct the case on paper.

(II) The arbitral tribunal shall make its award within 1 month from the date of its constitution (2 months for international commercial arbitration cases), and shall make a statement of mediation or arbitration award within 7 days from the date on which the parties concerned reach a conciliation

agreement or mediation agreement (15 days for international commercial arbitration cases).

Article 26 Changes to the Quick Award Procedure

(I) During the Quick Award Procedure, if the first 4 conditions in paragraph 2 of Article 24 of the Rules are met, the procedure shall be switched to expedited procedures in a timely manner.

Proceedings under the expedited procedure shall not be affected by reason of any amendment to the claim, the submission of a counterclaim or any amendment causing the amount in dispute to exceed RMB 1,000,000. Where a switch from expedited procedure to ordinary procedure is necessary, it shall be decided by the HIAC.

In the course of conducting a case, where the arbitral tribunal considers that the case is complex and it is necessary to switch to expedited procedure or ordinary procedure, or considers that the application for change of procedures by the parties concerned is justified, the arbitral tribunal shall make submission to the HIAC for approval.

The parties concerned shall bear the additional arbitration fees due to the change of procedures.

(II) Where the Quick Award Procedure is changed to the expedited procedure, the arbitrator in the Quick Award Procedure shall be the arbitrator in the expedited procedure. The time limit for award of the expedited procedure shall be recalculated from the date of procedure change, and the procedural matters already conducted shall be valid.

(III) Where the case is switched from Quick Award Procedure to ordinary procedure, the parties concerned shall appoint arbitrators or entrust the appointment of arbitrator within 5 days from the date of receipt of the Procedure Change Notice. Where the parties concerned fail to appoint or entrust an appointment within the stipulated period, the HIAC shall appoint an arbitrator. Unless otherwise agreed by the parties concerned, the arbitrator in the Quick Award Procedure shall be the Presiding Arbitrator of the ordinary procedures. The time limit for award of the ordinary procedure shall be recalculated from the date the arbitral tribunal is reconstituted. The reconstituted arbitral tribunal shall decide whether the previous proceedings shall be repeated.

Article 27 Arbitral Confirmation of Mediation Agreements

(I) Where the parties concerned have reached a mediation agreement and agreed upon an arbitration clause under the auspices of a competent authority of intellectual property rights or a mediation organization, they may make joint application to the HIAC on their own or through the said authority or mediation organization for the constitution of an arbitral tribunal, which shall render a mediation statement or an arbitral award based on the contents of the mediation agreement.

(II) The arbitral tribunal shall, within 1 month from the date of its constitution (2 months for international commercial arbitration cases), render a mediation statement or an arbitral award based on the mediation agreement reached by the parties concerned.

Article 28 Mediation

(I) During the arbitral proceedings, the parties may apply for mediation by the arbitral tribunal, and may also apply to the International Mediation Center of the HIAC, the competent authorities of intellectual property rights and seed industry, or a third-party mediation organization for mediation.

(II) If the mediation is successful, the arbitral tribunal shall render a mediation statement or an award within 7 days (15 days

for international commercial arbitration cases) from the date on which the parties concerned reach the conciliation agreement or mediation agreement. If the mediation is unsuccessful, the arbitration proceedings shall be resumed.

Article 29 Connection to administrative awards

After the intellectual property administration has rendered an administrative award on the intellectual property dispute, if the parties concerned have a dispute over the amount of civil compensation that is not involved in the award, they may reach an arbitration agreement in respect of the dispute and request the HIAC to render an award on the matter of the amount of compensation.

Chapter V Miscellaneous

Article 30 Arbitration fees

(I) The fees of the arbitration of seed industry dispute where the Rules apply shall be charged in accordance with the Cost Management of Arbitration Cases of the HIAC.

(II) Seed industry dispute case where the Quick Award Procedure or arbitral confirmation of mediation agreement

under the Rules is initiated, the arbitration fees shall be charged at half of the rate specified in paragraph I of Article 1 hereof.

Article 31 Interpretation of the Rules

The Rules shall be interpreted by the HIAC. The headings of the articles in the Rules are for the sole purpose of convenience of reference, and shall not, in any way, impact the interpretation of the articles.

Article 32 The Implementation of the Rules

The Rules shall take effect on March 20, 2025.

Schedule 1

Hainan International Arbitration Court

Case Description Form

Case No.	(202X) HIAC Case No.XX	
Parties		
Matters to be Notified	The parties may choose ordinary procedure or expedited procedure by reference to the complexity of technical facts and legal relationship, degree of dispute between the parties concerned and in combination with the amount of the subject matter of the case.	
Technology Fact	Type	
	Complexity	
Legal Relationship	Type	
	Difficulty	
Parties	Antagonism	
	Settlement	
	Intention	
(Seal and sign for legal entity):		
Y T D		

Instructions for completing the form:

1.Type of technical facts: new varieties of plants; invention; geographical indications of agricultural products; trademark; trade secrets; other objects specified by law.

2.Type of legal relationship: intellectual property contract disputes, infringement disputes, etc.

3.The parties concerned may fill in small, medium or large, etc in columns of complexity, difficulty and antagonism.

Schedule 2

Hainan International Arbitration Court Procedure Management Schedule

Case No.	(202X) HIAC Case No.XX		
Arbitral Tribunal		Case Manager	
Scope of Hearing			
Additional Evidence			
Hearing Period	Hearing Plan		
	Review Period		
	Hearing Conclusion		
Writing Period of Award or Statement			
Others			
Signed by Arbitrator(s)			

Instructions for completing the form:

1.Scope of hearing: the technical facts, legal relationship and issues under dispute, etc. that the arbitral tribunal shall emphatically hear.

2.Additional Evidence: if the arbitral tribunal, for the purpose of understanding and judging the facts of a case, holds that additional evidence is necessary, it may require the parties concerned to provide within a prescribed period:

(1) The samples used for investigation, such as seeds and DNA samples, etc.;

(2)The application process documents for the intellectual property, prior art, laws and regulations, judgments and other documents or evidence;

(3)The contracts, notes, account books, production and operation files and the relevant materials.

3. Hearing plan: the time, place and way of the hearing.

4.Hearing conclusion: the arbitral tribunal may declare the conclusion of hearing upon the determination of facts and application of law. In principle, no evidence may be submitted after the conclusion of the hearing; the arbitral tribunal may resume the hearing if it considers necessary.

5. Document writing: the period during which the arbitral tribunal prepares the arbitral award, the statement of mediation, etc.

6. Others: such as the matter of adjudication, supplementing evidence, submission of counterclaim, etc.