

Comparison of Key International Arbitration Rules

Key International Arbitration Rules										
Element	USA		Europe			Far East			Middle East	International
	ICDR Rules 2021	JAMS International Arbitration Rules 2021	LCIA Rules 2020	ICC Rules 2021	SCC Rules 2023	HKIAC Rules 2018	SIAC Rules 2016	JCAA Rules 2021	DIAC Rules 2022	UNCITRAL Rules 2021
Location	New York with regional centres in Bahrain, Mexico City and Singapore.	California with international headquarters in London.	London, with regional centres in New Delhi and Mauritius.	Paris, with regional centres in Hong Kong, New York and Singapore.	Stockholm.	Hong Kong.	Singapore.	Tokyo.	Dubai.	N/a (UNCITRAL is based in New York and Vienna).
Commencement	Article 2 The date the ICDR (as the “Administrator” in all cases) receives the Notice of Arbitration (which also amounts to the Statement of Claim).	Article 2 The date on which JAMS issues a Commencement Letter.	Article 1 The date the Request and registration fee are received by the LCIA Registrar.	Article 4 The date the Request is received by the ICC Secretariat.	Article 8 The date the Request for Arbitration is received by the SCC.	Article 4 The date the Notice of Arbitration is received by HKIAC (with a copy to the Respondent).	Article 3 The date the Notice of Arbitration is delivered to the SIAC Registrar (with a copy to the Respondent).	Article 14(6) The date the Request for Arbitration is received by the JCAA.	Article 4 The date the Request and the Registration Fee is received by DIAC.	Article 3 The date the notice of arbitration is received by the respondent.
Deadline for Response	Article 3 30 days after the Administrator confirms commencement of the arbitration.	Article 4 30 days from the commencement of the arbitration.	Article 2 28 days from the Commencement Date.	Article 5 30 days from the Respondent’s receipt of the Request from the ICC Secretariat.	Article 9 The deadline for the Answer is set by the SCC Secretariat.	Article 5 30 days from the Respondent’s receipt of the Notice of Arbitration.	Article 4 14 days from the Respondent’s receipt of the Notice of Arbitration.	Article 18(1) Within four weeks from the Respondent’s receipt of the notice of the Request for Arbitration (as provided by the JCAA).	Article 5 Within 30 days from the Respondent’s notice of the Request (as provided by DIAC).	Article 4 30 days from the receipt of notice of arbitration by the respondent.
Default number of Arbitrators (where parties have not agreed)	Article 12 Sole arbitrator. Administrator may appoint three arbitrators if it sees fit.	Article 7 Sole arbitrator. JAMS may appoint three arbitrators if it sees fit.	Article 5 Sole arbitrator. LCIA may appoint three arbitrators if it sees fit.	Article 12 Sole arbitrator. The ICC Court may appoint three arbitrators if it sees fit.	Article 16 No default - SCC will determine if the case warrants one or three arbitrators.	Article 6 No default - HKIAC will determine if the case warrants one or three arbitrators.	Article 9 Sole arbitrator. The SIAC Registrar may appoint three arbitrators if it sees fit.	Article 26(2) Sole Arbitrator.	Article 10 Sole arbitrator. DIAC may appoint three arbitrators if it sees fit.	Article 7 Three Arbitrators.
Time limit for challenging Arbitrator	Article 15 15 days from being notified of the appointment or becoming aware of the relevant circumstances.	Article 9 15 days from being notified of the appointment or becoming aware of the relevant circumstances.	Article 10 14 days from the formation of the Tribunal or becoming aware of the relevant circumstances.	Article 14 30 days from being notified of the appointment or becoming aware of the relevant circumstances.	Article 19 15 days from becoming aware of the relevant circumstances.	Article 11 15 days from the confirmation of the arbitrator by HKIAC or becoming aware of the relevant circumstances.	Article 14 14 days from being notified of the appointment or becoming aware of the relevant circumstances.	Article 34(3) 14 days from being notified of the appointment or becoming aware of the relevant circumstances.	Article 15 15 days from the formation of the Tribunal or becoming aware of the circumstances.	Article 13 15 days from being notified of the appointment or becoming aware of the relevant circumstances.
Jurisdictional challenges	Article 21 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement. Challenges to the Tribunal’s jurisdiction should be submitted no later than the filing of the Answer to the claim, counterclaim or setoff giving rise to the objection.	Article 17 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement. Challenges should be raised no later than the Statement of Defence or the Reply (although a late objection can be admitted if the Tribunal considers the delay justified in the circumstances).	Article 23 The Tribunal has the power to rule on its own jurisdiction and authority; and the validity of the arbitration agreement. Challenges should be raised as soon as possible and not later than the Statement of Defence.	Article 6 The Tribunal has the power to rule on its own jurisdiction (and may refer to the ICC Secretary General) and the validity of the arbitration agreement.	Articles 11-12 Challenges to be made to the SCC Board, which is empowered to dismiss a case if the SCC manifestly lacks jurisdiction.	Article 19 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement. Challenges should be raised in the Answer to the Notice of Arbitration and shall be raised no later than the Statement of Defence.	Article 28 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement.	Article 47 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement.	Article 6 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement. Challenges should be raised no later than the Statement of Defence or in Reply to the Counterclaim.	Article 23 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration Agreement. Challenges should be raised no later than in the Statement of Defence or Reply to Counterclaim.
Non-payment of the Advance on Costs	Article 39 The ICDR will inform the parties if the costs are not paid in full so that one or more of them can make the required payment. The failure of a party asserting the claim or counterclaim to pay the required deposit can be deemed a withdrawal of	Article 35 If a party fails to provide a deposit as directed by the Administrator, JAMS may direct the other party to pay to allow the arbitration to proceed (subject to any Award on costs). The Tribunal has discretion to treat the failure to pay the	Article 24 In the event that a party fails to make a payment on account of costs, the LCIA may direct the other party to pay to allow the arbitration to proceed. The party making the substitute payment can request an order to allow it to recover that	Article 1 (Appendix III) A party that has already paid in full its share of the advance on costs fixed by the ICC Court may pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.	Article 51 If one party fails to pay, the SCC Secretariat will give the other party the opportunity to pay. If one party makes the required payment and the other party does not, the Tribunal may, upon request, make a separate Award for	Article 41 If either party fails to pay its share, the other party may pay the missing amount failing which the Tribunal may order suspension or termination of the proceedings.	Article 34 A party is free to pay the unpaid costs should the other party fail to pay its share. If a party fails to pay, the Tribunal may suspend its work and the SIAC Secretariat may suspend the arbitration or impose a deadline for payment beyond which	Article 82(2) If a party fails to make payments intended to cover arbitrator(s)’ remuneration and/or expenses, the Tribunal, upon the JCAA’s request, shall suspend or terminate the arbitral proceedings unless the other party pays such unpaid amount instead.	Appendix I - Article 3 If either party fails to pay its share the other party may pay that share, and will be entitled to reimbursement from the other party. Where a request for an advance on costs is not complied with, the DIAC Court may impose a	Article 43 If the required deposits are not paid in full within 30 days the Tribunal shall inform the parties so that one or more can make the required payment. If such payment is not made the Tribunal may suspend or terminate the proceedings.

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	the respective claim or counterclaim.	required deposit as a withdrawal of the respective claim or counterclaim.	amount as a debt (with interest) immediately due from the defaulting party when the Tribunal is constituted. The failure of a party asserting the claim or counterclaim to pay the required deposit can be deemed a withdrawal of the respective claim or counterclaim.		reimbursement of that payment. If a party fails to make a payment and the payment is not made by the other party, the SCC or Tribunal can dismiss the case in whole or part.		the claim will be considered withdrawn.		deadline for payment beyond which the claim will be considered withdrawn.	
Confidentiality	Article 40 Confidential information disclosed during the arbitration shall not be divulged by an Arbitrator or the ICDR unless otherwise agreed by the parties or required by applicable law. An Award can only be made public with the consent of all parties, or as required by law. The ICDR can publish redacted versions of selected Awards, orders, decisions and rulings, unless a party objects within six months from the date of the Award. Unless the parties agree otherwise, the Tribunal can make orders concerning the confidentiality of the arbitration and any matters in connection with the arbitration.	Article 16 The Tribunal, the parties, the Administrator and JAMS must maintain the confidentiality of the arbitration. The Award remains confidential unless all the parties consent to publication or otherwise required by law.	Article 30 The deliberations of the Tribunal remain confidential to the members of the Tribunal and any Tribunal secretary (if appropriate). The parties undertake as a general principle to keep confidential all Awards in the arbitration save if disclosure is required as part of a legal duty, to pursue a legal right or to challenge the Award in legal proceedings. The parties shall seek the same undertaking of confidentiality from any third parties they involve in the arbitration. The LCIA will not publish any Award (or part thereof) without the consent of the parties and the Tribunal.	Article 8 (Appendix I) The work of the ICC Court is of a confidential nature, which must be respected by everyone who participates in that work in whatever capacity. The ICC Court lays down the rules regarding the persons who can attend the meetings of the ICC Court and its committees and who are entitled to have access to materials related to the work of the ICC Court and the ICC Secretariat.	Article 3 The SCC, the Tribunal and any administrative secretary of the Tribunal will maintain the confidentiality of the Award unless otherwise agreed by the parties.	Article 45 Unless the parties agree otherwise, no party (nor the Tribunal) may publish, disclose or communicate any information relating to the arbitration or any Award made in the arbitration unless it is to pursue a legal right, or enforce or challenge the Award. The deliberations of the Tribunal shall remain confidential. The HKIAC may publish an Award only if the parties' names are redacted or no party objects to the publication.	Article 39 The parties and the Tribunal (including any person appointed by the Tribunal) shall at all times treat all matters relating to the proceedings and the Award as confidential.	Article 42 Arbitral proceedings shall be held in private and all records thereof shall be closed to the public. The arbitrators, the parties, their counsel and assistants, the JCAA'S officers and other staff, and other persons involved in the arbitral proceedings shall not disclose facts related to or learned through the arbitral proceedings and shall not express any views as to such facts, except where disclosure is required by law or in court proceedings or based on any other justifiable grounds.	Article 38 Unless otherwise agreed by the parties or the law of the seat requires otherwise, the parties and the members of the Tribunal undertake as a general principle to keep all Awards, orders, materials and documents created for the purpose of the arbitration confidential, save for the extent to which disclosure is required by legal duty, to pursue a legal right or to challenge the Award in legal proceedings.	Article 28, 34 The hearings are confidential unless the parties otherwise agree. The Award may be made public if agreed by the parties or required by law.
Timeframe for issuing the Award	Article 33 The Award should be made no later than 60 days after the closing of the hearing (unless otherwise agreed by the parties, specified by law or determined by the ICDR). If the International Expedited Procedures apply, the Award must be made within 30 days from the date of closing (unless otherwise agreed by the parties, specified by law or determined by the ICDR) (<i>Article E-10</i>).	Article 33 The dispute should be heard and submitted to the Tribunal for decision within nine months after the preliminary conference required by Article 22, with the final Award rendered within three months thereafter.	Article 15 The Tribunal shall seek to make its final Award as soon as reasonably possible and shall endeavor to do so no later than three months after the last submission from the parties (whether made orally or in writing), in accordance with a timetable notified to the parties and the LCIA Registrar as soon as practicable.	Article 31 Within six months from the date of the last signature of the Terms of Reference, unless the ICC Court has fixed a different time limit based on the procedural timetable established by the Tribunal. Can be extended upon reasoned request from the Tribunal or on the ICC Court's own initiative.	Article 43 Six months from the date of Referral to the SCC. Can be extended by the SCC Board upon a reasoned request from the Tribunal or if otherwise deemed necessary.	Article 31.2 Within three months from the closure of the proceedings or relevant phase of the proceedings. This time limit may be extended by the HKIAC or both parties in agreement.	Article 32 Draft Award to be submitted to the SIAC Registrar 45 days from the date on which the Tribunal declared the proceedings closed. Can be extended by the parties or by the SIAC Registrar.	No set timeframe. However, Article 43.1 notes that the arbitral Tribunal shall use reasonable efforts to render an arbitral Award within nine months from the date when it is constituted, and to implement Article 43.1, the arbitral Tribunal shall consult with the parties and make a schedule of the arbitral proceedings in writing to the extent necessary and feasible, as early as practicable.	Article 35 Six months from the date of the transmission of the file to the Tribunal by DIAC. Can be extended at any time by (a) agreement of the parties; or (b) by the DIAC Court, upon request by the Tribunal or on its own initiative.	No set timeframe.

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Correction / Interpretation of the Award, and additional Awards	<p>Article 36</p> <p>Within 30 days after receipt of the Award, any party may request the Tribunal, with notice to the other party; to (a) interpret the Award and/or (b) correct any clerical, typographical or computational errors, and/or (c) make an additional Award as to claims, counterclaims or setoffs presented but omitted from the Award.</p> <p>The Tribunal may correct any error or make an additional Award on its own initiative within 30 days of the date of the Award.</p> <p>If the Tribunal considers such a request justified after consulting the parties it shall comply with the request within 30 days after receipt of the parties' last submissions regarding the request.</p>	<p>Article 37</p> <p>Within 30 days after the receipt of the Award any party may request the Tribunal, with notice to the other parties, to (a) interpret the Award and/or (b) correct any clerical, typographical or computational errors, and/or (c) make an additional Award as to claims presented but omitted from the Award.</p> <p>If the Tribunal considers such a request justified, after considering the contentions of the parties, it shall comply with the request within 30 days after the request.</p> <p>The Tribunal may correct any error on its own initiative within 30 days of the date of the Award.</p>	<p>Article 27</p> <p>Within 28 days of receipt of the Award, a party may, by written notice to the LCIA Registrar (copied to other parties) request the Tribunal to (a) correct any error in computation, clerical or typographical error; any ambiguity or mistake of a similar nature, or (b) make an additional Award as to any claim or cross-claim presented in the arbitration but not decided in any Award.</p> <p>If the Tribunal considers such a request justified, after consulting the parties, it shall make the correction within 28 days of receipt of the request (56 days with respect to an additional Award or addendum).</p> <p>The Tribunal may also correct any error or make an additional Award upon its own initiative within 28 days of the date of the Award after consulting the parties.</p>	<p>Article 36</p> <p>Within 30 days from receipt of the Award, any party may request, by application to the ICC Secretariat, the Tribunal to (a) provide an interpretation of the Award and/or (b) to correct a clerical, computational or typographical error or any errors of similar nature in the Award. The Tribunal may make corrections on its own initiative within 30 days of the notification of the Award to the parties.</p> <p>The Tribunal shall submit its decision on the application in draft form to the ICC Court no later than 30 days after the expiration of the time limit for receipt of any comments from the other party or within such other period as the ICC Court may decide.</p>	<p>Article 47</p> <p>Within 30 days of the receipt of the Award, a party may, upon notice to the other party, request the Tribunal to (a) provide an interpretation of a specific point of the Award, and/or (b) correct any clerical, typographical or computational errors in the Award, and/or (c) make an additional Award on claims presented in the arbitration but not determined in the Award.</p> <p>After giving the other party an opportunity to comment on the request and if the Tribunal considers the request justified, it shall make the correction or give the interpretation within 30 days of the receipt of the request (within 60 days with respect to an additional Award, subject to extension).</p> <p>The Tribunal may make corrections on its own initiative within 30 days of the date of the Award.</p>	<p>Articles 38 - 40</p> <p>Within 30 days after receipt of the Award either party may, with notice to the other parties request the Tribunal to (a) give an interpretation of the Award, and/or (b) correct any errors in computation, any clerical or typographical errors or errors of a similar nature, and/or (c) make an additional Award as to claims presented in the arbitration but omitted from the Award. The Tribunal may make corrections on its own initiative within 30 days of the date of the Award.</p> <p>The Tribunal shall make any corrections or interpretation it deems appropriate (after consulting the parties) within 30 days after receipt of the request, subject to an extension if needed (within 60 days with respect to an additional Award).</p>	<p>Article 33</p> <p>Within 30 days of receipt of the Award a party may, by written notice to the SIAC Registrar and the other party, request the Tribunal to (a) give an interpretation of the Award, and/or (b) to correct any error in computation, any clerical or typographical error or any error of a similar nature, and/or (c) to make an additional Award as to claims presented in the arbitration but not dealt with in the Award. The Tribunal may make corrections on its own initiative within 30 days of the date of the Award.</p> <p>If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request, subject to an extension if needed (within 45 days with respect to interpretations or an additional Award).</p>	<p>Articles 68-70</p> <p>A party, within four weeks from its receipt of the arbitral Award, may request the arbitral Tribunal to (a) give an interpretation of the Award, and/or (b) correct any errors in computation, any clerical or typographical errors or errors of a similar nature, and/or (c) make an additional Award as to claims presented in the arbitration but omitted from the Award.</p> <p>The Tribunal may also correct any errors on its own initiative.</p>	<p>Article 37</p> <p>Within 30 days of receipt of the Award, a party may by written notice to the Tribunal and other party, request the Tribunal to (a) give an interpretation of the Award, and/or (b) to correct any clerical, typographical or computational errors in the Award, and/or (c) to make an additional Award in respect of claims or counterclaims presented in the arbitration but not dealt with in any Award.</p> <p>The Tribunal may make corrections on its own initiative within 30 days after issuing the Award.</p> <p>If the Tribunal considers the request justified, it shall make the correction or interpretation within 30 days of receipt of the request (within 60 days for an additional Award, after consulting the parties).</p>	<p>Articles 37-39</p> <p>Within 30 days after receipt of the Award, a party with notice to the other parties may request the Tribunal to (a) give an interpretation of the Award, and/or (b) correct any error in computation, any clerical or typographical error or omission of a similar nature, and/or (c) make an Award or an additional Award as to claims presented in the arbitral proceedings but not decided by the arbitral Tribunal.</p> <p>The Tribunal may make corrections on its own initiative within 30 days after issuing the Award.</p> <p>If the Tribunal considers the request justified, it shall make any correction or interpretation within 45 days of receipt of the request, and any additional Award within 60 days of receipt of the request (subject to an extension if needed).</p>
Expedited procedure	<p>Article 1 (and Articles E-1 to E-10)</p> <p>The International Expedited Procedure is available where there is no claim or counterclaim exceeding US\$500,000 (exclusive of interest and the costs of the arbitration), unless agreed by the parties or otherwise determined by the ICDR.</p> <p>Parties may also agree to use the expedited procedure in other cases.</p> <p>Where no party's claim or counterclaim exceeds US\$100,000 (exclusive of interest and the costs of the arbitration) the dispute shall be decided</p>	<p>Article 21</p> <p>A party may apply in writing to the Administrator for the proceedings to be conducted according to the expedited procedures, where either: (a) the aggregate amount in dispute does not exceed US\$5m, (b) the parties agree, or (c) in cases of exceptional urgency (as determined by JAMS).</p>	<p>Articles 9A and Article 14</p> <p>Expedited formation of the Tribunal available on application in cases of exceptional urgency.</p> <p>A Tribunal may make any procedural order it considers appropriate with regard to the fair, efficient and reasonable conduct of the arbitration.</p>	<p>Article 30 and Article 1 (Appendix VI)</p> <p>The Expedited Procedure Rules may apply if (a) the parties so agree; or (b) the amount in dispute does not exceed US\$2m (if the arbitration agreement was concluded between 1 March 2017 and 1 January 2021), or US\$3m (if the arbitration agreement was concluded on or after 1 January 2021).</p>	<p>Not available under these rules but a separate set of rules for SCC Expedited Arbitrations are available.</p> <p>(SCC Expedited Arbitration Rules 2023).</p>	<p>Article 42</p> <p>Expedited Procedure applies upon application to the HKIAC if (a) the amount in dispute does not exceed the amount set by the HKIAC at the time the request is submitted, (b) the parties agree, or (c) in cases of exceptional urgency.</p>	<p>Article 5</p> <p>Expedited procedure available on application to the SIAC Registrar, (a) if the aggregate amount in dispute does not exceed S\$6m, (b) if the parties agree, or (c) in cases of exceptional urgency.</p>	<p>Article 84</p> <p>Expedited arbitration procedures (set out at Articles 83-90) apply where the aggregate amount in dispute does not exceed JPY300m, or the parties agree.</p>	<p>Article 32</p> <p>Expedited procedure available on application to the DIAC Court, (a) if the aggregate amount in dispute does not exceed AED1m (excl. interest and costs) (or such other sum determined by DIAC), (b) if the parties agree, or (c) in cases of exceptional urgency.</p>	<p>Article 1, Appendix</p> <p>Expedited Arbitration Rules included in appendix ("UNCITRAL Expedited Arbitration Rules"), and apply where both parties agree.</p> <p>The expedited rules modify the normal rules.</p>

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	on the basis of written submissions alone, unless the arbitrator determines that an oral hearing is necessary.									
Summary dismissal provisions	A party may request leave from the Tribunal to apply for early disposition of any issue, in advance of the hearing on the merits.	Article 25 The Tribunal may permit any party to file an application for summary disposition of a particular claim or issue, either by agreement of all interested parties or at the request of one party, provided other interested parties have reasonable notice to respond to the request. The requesting party must satisfy the Tribunal that the proposed motion is likely to succeed and dispose of or narrow the issues in the case.	Article 22.1(viii) The Tribunal has an express power for early determination of claims or defences that are manifestly outside the jurisdiction of the Tribunal, or are inadmissible or manifestly without merit.	No summary dismissal provisions specified.	Article 39 A party may request that the Tribunal decide one or more issues of fact or law by summary procedure. Such issues may concern jurisdiction, admissibility or the merits.	Article 43 A party may request that the Tribunal determines one or more points of law or fact on the basis that they are (i) manifestly without merit, (ii) manifestly outside of the Tribunal’s jurisdiction, or (iii) even if such points of law or fact are submitted by another party and are assumed to be correct, no Award could be rendered in favour of that party.	Article 29 A party may apply to the Tribunal for the early dismissal of a claim on the basis that: (a) a claim or defence is manifestly without merit; or (b) a claim or defence is manifestly outside the jurisdiction of the Tribunal.	No summary dismissal provisions specified.	No summary dismissal provisions specified.	No summary dismissal provisions specified.
Interim measures prior to constitution of Tribunal	Article 7 A party may apply for emergency relief prior to the appointment of the Tribunal. An emergency arbitrator shall be appointed by the ICDR within one day of receipt of a valid application for emergency relief. The emergency arbitrator shall have all the authority vested in a Tribunal under Article 21 (<i>Arbitral Jurisdiction</i>). The emergency arbitrator shall determine the application, and has the power to order or Award any interim or conservancy measures that they deem necessary.	Article 3 A party may apply for emergency relief prior to the appointment of the Tribunal. An emergency arbitrator (usually appointed within 24 hours of the application) shall determine the application and shall enter an order or Award granting or denying the relief sought.	Article 9B A party may apply for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings pending formation of the Tribunal. This emergency arbitrator shall determine the application and may make any order or Award which the Tribunal could make. The emergency arbitrator will decide the claim for emergency relief within 14 days of appointment.	Article 28 and Article 29 and Appendix V A party may apply to any judicial authority for any interim or conservatory measures before the case file is transmitted to the Tribunal, without infringing or waiving the arbitration agreement or affecting the powers of the Tribunal. Any party may apply for an emergency arbitrator before the constitution of the Tribunal and, if the application is successful, an emergency arbitrator will usually be appointed within two days from the ICC Secretariat’s receipt of the application. The emergency arbitrator shall determine the application, and their determination shall take the form of an order.	Appendix II A party may apply for the appointment of an emergency arbitrator until the case has been referred to the Tribunal. The emergency arbitrator shall determine the application for interim relief and has the power to order or Award any interim relief that they deem necessary.	Article 23 and Schedule 4 A party may apply for urgent interim or conservatory relief prior to the constitution of the arbitral Tribunal. An emergency arbitrator shall determine the application, and may order or Award any interim measures it deems necessary or appropriate.	Article 30.2 and Schedule 1 A party may file an application for emergency interim relief before the constitution of the Tribunal. An emergency arbitrator shall determine the application and has the power to order or Award any interim relief that they deem necessary.	Articles 75-79 A party may apply for urgent interim or conservatory relief prior to the constitution of the arbitral Tribunal. If the application is successful, the JCAA will use reasonable efforts to appoint an emergency arbitrator within two business days from the receipt of the application. The emergency arbitrator will make reasonable efforts to decide on the application within two weeks from their appointment.	Appendix II - Article 2 A party may apply for emergency interim relief prior to the appointment of the Tribunal. If the application is accepted, DIAC will seek to appoint an emergency arbitrator within one day of receipt of the application. An application for emergency interim relief can be made on an ex parte basis (i.e. without notice to the other party), if the applying party reasonably believes that giving notice to the other party may jeopardise the efficacy of the application for emergency interim relief and the procedural law applicable to the seat of the arbitration permits such applications without notice to the other party or parties (Appendix II - Article 2.2).	Not available.
Interim measures after constitution of Tribunal	Article 27 The Tribunal may grant any interim measure it deems appropriate.	Article 31 The Tribunal may grant any interim measure it deems appropriate.	Article 25 The Tribunal has the power to (i) order the parties to pay security for costs, (ii) make	Article 28 Unless otherwise agreed, the Tribunal may order any interim or	Article 37 The Tribunal may grant any interim measure it deems appropriate.	Article 23 The Tribunal may grant any interim measure it deems appropriate.	Article 30 The Tribunal may grant any interim measure it deems appropriate.	Article 71 The Tribunal may grant any interim measure it deems appropriate.	Appendix II - Article 1 The Tribunal may grant any interim measure it deems appropriate.	Article 26 The Tribunal may grant any interim measure it deems appropriate.

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			orders concerning the preservation, storage, sale or other disposal of property, and/or (iii) grant, on a provisional basis, any other relief that the Tribunal would have the power to make in an Award.	conservatory measure it deems appropriate.						
Arbitration costs	<p>Article 37-38</p> <p>As soon as practicable after commencement of the arbitration the ICDR shall designate appropriate rates of compensation for the Arbitrators, in consultation with the parties and the Arbitrators. The costs of the arbitration shall be fixed in the Award.</p> <p>Initial Filing Fee payable as per Fee Schedule, the cost will be in the range of US\$1,000 - US\$12,650 (plus a proportion of the claim amount), depending on the claim amount.</p> <p>The ICDR may request that the parties deposit appropriate amounts as an advance for costs (Article 39 (<i>Deposits</i>)).</p>	<p>Article 35</p> <p>The Tribunals' fees will be calculated by reference to work done by its members and charged at rates appropriate for the circumstances of the case.</p> <p>A Filing Fee of US\$1,750 in two-party cases and US\$3,000 in cases involving three or more parties is payable by the claimant. A Filing Fee of US\$1,750 is also required for a counterclaim.</p>	<p>Article 28</p> <p>The costs shall be determined by the LCIA on a time basis in accordance with the LCIA Schedule of Costs. The amount shall be fixed in the Award.</p> <p>Registration Fee of £1950 is payable.</p>	<p>Article 38</p> <p>The costs of the arbitration shall include the fees and expenses of the arbitrators and the ICC administrative expenses fixed by the ICC Court, in accordance with the scales in force at the time of the commencement of the arbitration.</p> <p>A Filing Fee of US\$5,000 is payable.</p>	<p>Article 49</p> <p>Before making the final Award the Tribunal will request that the SCC Board finally determines the arbitration costs in accordance with the SCC Schedule of Costs.</p> <p>Registration Fee of EUR3000 is payable (EUR2500 if using the Rules for Expedited Arbitrations).</p>	<p>Schedule 1</p> <p>HKIAC's administrative fee will be determined based upon the Schedule to the Rules which takes into account the aggregate amount in dispute.</p> <p>The HKIAC rules provide separate Schedules for determination of arbitrators' fees and expenses based on hourly rate, and based on sum in dispute.</p> <p>The Registration Fee is currently set at HKD 8,000.</p>	<p>Article 35</p> <p>The SIAC Registrar will determine the costs of the arbitration in accordance with the SIAC Schedule of Fees, and specify the total in the Award.</p> <p>Case Filing Fee of S\$2,140 for Singapore parties and S\$2,000 for Overseas parties is payable.</p> <p>Arbitrators' fees are determined according to the sum in dispute.</p>	<p>Article 93</p> <p>Arbitrators' remuneration based on an hourly rate.</p> <p>The upper limits of arbitrators' remuneration are set according to the amount of the claim.</p> <p>An administrative fee is also due from the Claimant at the time the Request for Arbitration is submitted, on a fixed scale dependent on the value of the claim (Article 103).</p>	<p>Article 36 and Appendix I - Article 4</p> <p>The Award will fix the costs and fees in accordance with the DIAC Table of Fees and Costs.</p> <p>A registration fee of DHS500 is payable.</p> <p>The Tribunal's fee is based on the amount in dispute, and DIAC will also take into account the diligence, speed and efficiency of the Tribunal.</p>	<p>Article 40-41</p> <p>The fees and expenses of the Arbitrators will be reasonable in the circumstances.</p> <p>The Tribunal shall fix costs in the Award.</p>
Cost allocation	<p>Article 37</p> <p>The Tribunal may allocate the costs between the parties if it deems allocation reasonable, taking into account the circumstances of the case.</p>	<p>Article 30, 36</p> <p>The Tribunal may apportion arbitration costs among the parties if it considers such apportionment reasonable, taking into account the circumstances of the case.</p> <p>In apportioning costs the Tribunal may take into account a party's bad faith conduct.</p>	<p>Article 28</p> <p>The parties shall be jointly and severally liable to the LCIA and the Tribunal for the arbitration costs, and the Tribunal will decide the proportions in which the parties shall bear such costs.</p> <p>The Tribunal has the power to order that legal or other expenses incurred by a party be paid by another party and will base its decision on the general principle that costs should reflect the parties' relative success.</p>	<p>Article 37</p> <p>The Tribunal has discretion as to how to allocate the costs between the parties and shall take into account such circumstances as it considers relevant including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.</p>	<p>Article 50</p> <p>The Tribunal is empowered to order one party to pay any reasonable costs incurred by the other party.</p>	<p>Article 34</p> <p>The Tribunal will decide the apportionment of costs of the arbitration in its Award based upon its judgement of what is reasonable in the circumstances.</p>	<p>Article 37</p> <p>The Tribunal has authority to order that legal and other costs of one party are paid by the other.</p>	<p>Article 80</p> <p>The arbitral Tribunal may apportion costs between the parties, taking into account the parties' conduct throughout the course of the arbitral proceedings, the determination on the merits of the dispute, and any relevant circumstances.</p>	<p>Article 36</p> <p>The apportionment of costs between the parties shall be fixed in the Award.</p>	<p>Article 42</p> <p>The costs of the arbitration are, in principle, borne by the unsuccessful party but the Tribunal can apportion if appropriate.</p>
Perceived advantages	Rules promote mediation and permit parties to agree to mediate at any time during arbitration proceedings,	Access to the JAMS electronic filing system for filing, serving and accessing arbitration documents.	Long established institution and widely respected. Rules particularly well suited to London-seated	The ICC is sometimes considered the leading institution in terms of the volume and significance of cases.	Perceived neutrality of the institution. Historically often used for disputes involving Russian, CIS and other	One of the most used institutions outside of Europe. Institution is used to and capably deals with	Relative speed - the Award ought to be provided in draft in 45 days.	The rules expressly recognise that arbitrators cannot delegate decision-making to third parties, such as Tribunal	A flexible set of arbitration rules used in the UAE and elsewhere in the Middle East.	Perceived neutrality of the institution. Useful where parties cannot agree on a set of

Key International Arbitration Rules										
Element	USA		Europe			Far East			Middle East	International
	ICDR Rules 2021	JAMS International Arbitration Rules 2021	LCIA Rules 2020	ICC Rules 2021	SCC Rules 2023	HKICAC Rules 2018	SIAC Rules 2016	JCAA Rules 2021	DIAC Rules 2022	UNCITRAL Rules 2021
	<p>encouraging early settlement.</p> <p>The Notice also comprises the Statement of Claim which makes the procedure quicker.</p> <p>Availability of expedited procedure under which the Award should be rendered within 30 days from closing.</p> <p>Any party can request that a consolidation Arbitrator is appointed. The consolidation Arbitrator will have the power to consolidate two or more arbitrations.</p>	<p>Mediator-In-Reserve policy encouraging early settlement.</p> <p>Specialist team of insurance arbitrators and mediators.</p> <p>Specific requirement for parties to maintain confidentiality, as well as the Tribunal and Administrator.</p>	<p>arbitrations because they are drafted to fit with the UK Arbitration Act 1996.</p> <p>Calculation of cost on a time rather than value of claims basis is sometimes thought to lead to lower costs.</p> <p>The Tribunal's general power includes making orders to expedite the procedure, and specifies examples of potential steps to that end.</p> <p>Tribunals have an express power to determine early any claims that are manifestly without merit.</p> <p>The first of the main Rules to require Tribunals to consider whether any specific information security measures and means to address the processing of personal data should be adopted.</p> <p>Proceedings can be consolidated in certain circumstances subject to the approval of the LCIA.</p>	<p>The Terms of Reference can help narrow the issues in dispute early in the process.</p> <p>Scrutiny of the Award by the ICC Court which ensures a high standard of Award writing, albeit scrutiny does not usually extend to the substance of the decision.</p> <p>Proceedings can be consolidated on request by a party in certain circumstances.</p>	<p>Eastern European counter parties. The pool of Arbitrators includes several with Russian fluency.</p> <p>New claims can be consolidated on request by a party in certain circumstances.</p>	<p>parties from the Mainland.</p> <p>Good record of enforcement in the Mainland.</p>	<p>Arbitrator appointments are made from a panel.</p> <p>Perceived neutrality compared to other arbitral institutions in China.</p>	<p>secretaries, without parties' consent</p> <p>The availability of an expedited procedure, which can be used in higher-value disputes if the parties agree.</p> <p>Arbitrator fees are payable on an hourly rate but are subject to a cap depending on the value of the dispute.</p> <p>Introduction of a separate set of "Interactive Arbitration Rules", to apply where the parties agree. The rules aim to encourage settlement of a dispute by requiring the Tribunal to communicate preliminary views about the dispute twice during the proceedings.</p>	<p>A number of DIAC Arbitrators have specialised construction experience.</p> <p>The rules impose a confidentiality undertaking on the parties.</p> <p>Emergency interim relief can be applied for without notice to the other party.</p>	<p>rules or a designated institution.</p> <p>Possible reduced administrative costs because it is not run through an arbitral institution.</p>
Perceived disadvantages	<p>Perceived as US-centric, with lists of Arbitrators consisting of a majority of domestic candidates.</p> <p>No institutional scrutiny of Awards.</p> <p>The rules provide that the Tribunal and ICDR keep the arbitration confidential but do not impose a confidentiality requirement on the parties.</p>	<p>Perceived as US-centric.</p> <p>No institutional scrutiny of the Award.</p>	<p>Perceived as London-centric.</p> <p>No institutional scrutiny of the Award.</p> <p>The Rules do not expressly require Tribunals to consider whether they should exercise their power to order expedition or any of the eight specified measures; or to consider whether they should order early determination.</p>	<p>Costs and time are increased by the need for Terms of Reference and the scrutiny of the Award by the ICC Court.</p> <p>Terms of Reference may cause challenge/enforcement problems.</p> <p>No express duty of confidentiality is imposed on the parties.</p> <p>Sometimes said to be bureaucratic.</p> <p>No summary dismissal provision specified.</p>	<p>Swedish courts can be slow to grant interim remedies.</p> <p>Appointment by SCC Institute, but no Panel.</p>	<p>Perceived as Asia-centric.</p> <p>No institutional scrutiny of the Award.</p>	<p>No institutional scrutiny of the Award.</p> <p>The rules provide that the Tribunal and SIAC keep the arbitration confidential but do not impose a confidentiality requirement on the parties.</p>	<p>Historically, the JCAA's caseload has been small, and has been used principally for Japan-related international transactions.</p> <p>No set time frame for issue of the Award following the closing of the arbitral proceedings.</p> <p>No institutional scrutiny of the Awards, although parties can request that the Tribunal interpret the Award within four weeks of receipt of the Award.</p>	<p>The successful party will ultimately need to go to the Dubai courts for on-shore enforcement in the UAE.</p> <p>No institutional scrutiny of the Award.</p>	<p>The lack of institutional administration (unless adopted by agreement) can result in delay.</p> <p>The lack of an institutional rate of fees can result in increased cost.</p> <p>The rules make the hearings confidential but do not impose a confidentiality requirement on the parties.</p> <p>No set time frame for issue of the Award.</p> <p>No institutional scrutiny of the Awards, although parties can request that the Tribunal 'interpret' the Award.</p>