

## Part 1: Comparing the DIAC Rules 2022 with the Rules of the “Top 5” Arbitration Centres

	Middle East	Europe		Asia-Pacific		
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	London Court of International Arbitration (“LCIA”) Rules 2020	International Chamber of Commerce (“ICC”) Rules 2021	Singapore International Arbitration Centre (“SIAC”) Rules 2016	China International Economic and Trade Arbitration Commission (“CIETAC”) Rules 2015	Hong Kong International Arbitration Centre (“HKIAC”) Rules 2018
Centre Location	Dubai.	London.	Paris.	Singapore.	Beijing.	Hong Kong.
Commencement	<b>Article 4</b> The date the complete Request (including the registration fee) is received by DIAC.	<b>Article 1</b> The date the Request (including all accompanying documents) is received electronically by the Registrar, along with the registration fee.	<b>Article 4</b> The date the Request is received by the ICC Secretariat.	<b>Rule 3</b> The date the complete and compliant Notice of Arbitration – together with the payment of the filing fee is delivered to the SIAC Registrar.	<b>Article 11</b> The date the CIETAC Arbitration Court receives the Request for Arbitration.	<b>Article 4</b> The date the Notice of Arbitration is received by HKIAC.
Deadline for Response	<b>Article 5</b> Within 30 days after the Respondent’s notice of the Request by DIAC. DIAC may grant an extension of up to 10 days, provided the extension application includes the Respondent’s comments on the number of arbitrators and, if applicable, the nomination of arbitrators.	<b>Article 2</b> Within 28 days of the commencement date, or such lesser or greater period determined by the LCIA Court upon a party’s application or upon its own initiative.	<b>Article 5</b> Within 30 days from the Respondent’s receipt of the Request from the ICC Secretariat. The ICC Secretariat may grant an extension provided the extension application includes the Respondent’s comments on the number and choice of arbitrators and, if applicable, the nomination of an arbitrator.	<b>Rules 2.6 and 4</b> Within 14 days from the Respondent’s receipt of the Notice of Arbitration. The SIAC Registrar is empowered to amend the prescribed time limit.	<b>Articles 15 and 68</b> Within 45 days from the date of the Respondent’s receipt of the Notice of Arbitration from the CIETAC Arbitration Court (or 20 days for domestic arbitration). If the Respondent has justified reasons, the Tribunal (or the CIETAC Arbitration Court where the Tribunal has not been constituted) shall decide whether to grant an extension.	<b>Articles 3.6 and 5</b> Within 30 days from the Respondent’s receipt of the Notice of Arbitration. HKIAC may amend the time limit if justified by the circumstances of the case. HKIAC shall not intervene if the deadline has been set by the parties or Tribunal (unless the parties agree or the Tribunal directs otherwise).
Default number of Arbitrators (where parties have not agreed)	<b>Article 10</b> Sole arbitrator. The DIAC Arbitration Court has the discretion to appoint three arbitrators, taking into account the relevant circumstances.	<b>Article 5</b> Sole arbitrator. The LCIA Court may appoint three arbitrators (or exceptionally, more than three) if it determines that it is appropriate to do so in the circumstances.	<b>Article 12</b> Sole arbitrator. The ICC Court may appoint three arbitrators if it sees fit.	<b>Rule 9</b> Sole arbitrator. The SIAC Registrar may appoint three arbitrators, giving due regard to any proposals by the parties, the complexity, quantum involved, or other relevant circumstances.	<b>Article 25</b> Three arbitrators.	<b>Article 6</b> No default number is specified. HKIAC shall determine if the case warrants one or three arbitrators, taking into account the circumstances of the case.
Time limit for challenging Arbitrator	<b>Article 15</b> Within 15 days from receipt of the notification of the arbitrator’s appointment, or within 15 days from the date when the facts and circumstances on which the challenge is based became known or ought reasonably to have been known.	<b>Article 10</b> Within 14 days of the formation of the Tribunal or (if later) within 14 days of the challenging party becoming aware of any of the specified grounds for challenge.	<b>Article 14</b> Within 30 days from being notified of the appointment or (if later) within 30 days from being informed of the relevant facts and circumstances.	<b>Rules 14 and 15</b> Within 14 days after receipt of the notice of arbitrator’s appointment or within 14 days after the relevant grounds for challenge became known or should have reasonably been known to the party.	<b>Article 32</b> Where a party wishes to challenge a nominated arbitrator on the grounds of facts or circumstances declared or disclosed by the arbitrator, the challenge shall be made within 10 days from receipt of such declaration and/or disclosure. Otherwise, a party may make a challenge within 15 days: (i) from the date a party receives the “Notice of Formation of the Arbitral Tribunal”; or (ii) within 15 days after the reason for challenge becomes known to the party (provided this is no later than the conclusion of the last oral hearing).	<b>Article 11</b> Within 15 days after the confirmation or appointment of the arbitrator has been communicated to the challenging party, or within 15 days after the challenging party becomes aware of the relevant circumstances giving rise to the challenge.
Jurisdictional challenges	<b>Article 6</b> The Tribunal has the power to rule on its own jurisdiction, including on the	<b>Article 23</b> The Tribunal has the power to rule on its own jurisdiction and authority, including	<b>Article 6</b> The Tribunal has the power to rule on challenges concerning: (i) the existence,	<b>Rule 28</b> The Tribunal has the power to rule on its own jurisdiction, including objections	<b>Article 6</b> CIETAC has the power (which it may delegate to the Tribunal where	<b>Article 19</b> The Tribunal has the power to rule on its own jurisdiction, including objections

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	existence, validity, scope, applicability or interpretation of the arbitration agreement. Challenges to the arbitration agreement shall be raised no later than in the Answer to the Request, or in response to any counterclaim. Challenges to the jurisdiction of the Tribunal shall be raised no later than the Statement of Defence or Statement of Defence to Counterclaim.	any objection to the existence, validity, effectiveness or scope of the arbitration agreement.  An objection that the Tribunal does not have jurisdiction shall be raised as soon as possible but not later than the Statement of Defence or the Statement of Defence to Counterclaim or Cross-Claim where the objecting party is responding to a counterclaim or cross-claim. An objection that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to act upon the matter in question. The Tribunal may admit a later objection as to its jurisdiction or authority if it considers the delay justified in the circumstances.	validity or scope of the arbitration agreement; or (ii) whether all claims made in arbitration may be determined in a single arbitration, unless the ICC Secretary General refers the matter to the ICC Court for determination.	with respect to the existence, validity or scope of the arbitration agreement.  An objection that the Tribunal does not have jurisdiction shall be raised no later than the Statement of Defence or Statement of Defence to Counterclaim. An objection that the Tribunal is exceeding the scope of its jurisdiction shall be raised within 14 days after the relevant matter arises during proceedings. The Tribunal may admit a later objection if it considers the delay justified.	necessary) to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case.  Objections to an arbitration agreement and/or jurisdiction shall be raised in writing before the first oral hearing held by the Tribunal. Where a case is to be decided on the basis of documents only (or where a case is administered by CIETAC Hong Kong Arbitration Centre), objections are to be raised before submission of the first substantive defence.	with respect to the existence, validity or scope of the arbitration agreement.  Challenges shall be raised no later than in the Statement of Defence, or with respect to a counterclaim, in the Defence to the Counterclaim). A submission that the Tribunal is exceeding the scope of its authority shall be made as soon as the matter in question is raised during the arbitration. In either case, the Tribunal may admit a later submission if it considers the delay justified.
Non-payment of the Advance on Costs	<b>Appendix I – Article 3</b> If either party fails to pay its share, the other party may pay the outstanding share. Where a request for payment of an advance on costs is not complied with, the DIAC Arbitration Court may impose a final deadline for payment beyond which the claim/ counterclaim (or the increase in the claim/ counterclaim) shall be considered withdrawn absent payment.	<b>Article 24</b> In the event that a party fails or refuses to make any payment on account of costs, the LCIA Court may direct the other party to make payment of an equivalent amount to allow the arbitration to proceed. The failure of a party asserting a claim, counterclaim or cross-claim to make any required payment promptly and in full may be treated as a withdrawal of the respective claim, counterclaim or cross-claim from the arbitration.	<b>Article 37(6), Appendix III - Article 1</b> The Tribunal shall generally only proceed with claims or counterclaims in regard to which the whole advance on costs is paid. In the event of failure to make payment of an advance on costs, the ICC Secretary General may, after consultation with the Tribunal, direct the Tribunal to suspend its work and set a time limit (of no less than 15 days) after which the relevant claims shall be considered withdrawn absent payment.  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.	<b>Rule 34</b> A party is free to pay unpaid deposits should the other party fail to pay its share. If a party fails to pay, the Tribunal may suspend its work, the SIAC Registrar may suspend SIAC’s administration of the arbitration in whole or in part, and the SIAC Registrar may (after consulting with the Tribunal and informing the parties) impose a deadline for payment beyond which the relevant claim or counterclaim shall be considered withdrawn absent payment.	<b>Articles 12, 16 and 82</b> In order to file an application for arbitration or counterclaim, the party applying for arbitration and/or any Respondent filing a counterclaim must pay the arbitration fee in advance to CIETAC. A party who has nominated an arbitrator but who fails to advance a deposit for certain actual costs of the nominated arbitrator within the time period specified by CIETAC shall be deemed not to have nominated the arbitrator.  Where the parties agree to hold a hearing outside the domicile of CIETAC or its relevant sub-commission/arbitration centre, but fail to advance a deposit for actual costs (such as travel and accommodation expenses) within the period specified by CIETAC, the hearing shall be held at the domicile of CIETAC or its sub-commission/arbitration centre.	<b>Article 41</b> If either party fails to pay its share, HKIAC shall inform the parties in order that one or another of them can make payment. If payment is not made, the Tribunal may order suspension or termination of the arbitration, or continue with the arbitration on such basis (and in respect of such claims or counterclaims) as the Tribunal considers fit.

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Confidentiality	<p><b>Article 38</b></p> <p>Unless otherwise expressly agreed by the parties (in writing) or required by the law of the seat, the parties and Tribunal undertake to keep confidential all:</p> <p>(i) awards and orders in the arbitration; (ii) materials created for the purpose of the arbitration; and (iii) all other documents produced by a party in the arbitration not otherwise in the public domain. Disclosure may be made to the extent required by legal duty, to protect or pursue a legal right or to enforce or challenge the award in legal proceedings.</p>	<p><b>Article 30</b></p> <p>The parties undertake to keep confidential all: (i) arbitral awards; (ii) materials in the arbitration created for the purpose of arbitration; and (iii) other documents produced by another party and not in the public domain, save if disclosure is required as part of a legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings. The parties shall seek the same confidentiality undertaking from all third parties that they involve in the arbitration.</p> <p>The LCIA shall not publish any award (or part thereof) without the written consent of the parties and the Tribunal. The deliberations of the Tribunal remain confidential to the members of the Tribunal and any tribunal secretary (if appropriate).</p>	<p><b>Article 22, Appendix I – Article 8</b></p> <p>The work of the ICC Court is confidential and such confidentiality must be respected by everyone who participates in that work, in whatever capacity. The Tribunal may make orders concerning confidentiality upon a party’s request.</p>	<p><b>Rule 39</b></p> <p>Unless otherwise agreed by the parties, the parties, the Tribunal (including any person appointed by the Tribunal) and any emergency arbitrator shall treat all matters relating to the proceedings and the award as confidential.</p> <p>The discussions and deliberations of the Tribunal shall be confidential. Disclosure of a confidential matter to a third party can only be made without the prior written consent of the parties for: (i) enforcing or challenging the award; (ii) complying with a court order or subpoena; (iii) pursuing or enforcing a legal right or claim; (iv) complying with binding law or a request or requirement of a regulatory body or authority; (v) complying with a Tribunal order; and (vi) for the purposes of a joinder or consolidation application(s).</p>	<p><b>Article 38</b></p> <p>Hearings are to be held in camera. The Tribunal shall make a decision where both parties request an open hearing.</p> <p>For cases heard in camera, the parties (and their representatives), arbitrators, witnesses, interpreters, experts consulted by the Tribunal, appraisers appointed by the Tribunal and other relevant persons shall not disclose to any outsider any substantive or procedural matters relating to the case.</p>	<p><b>Article 45</b></p> <p>Unless the parties agree otherwise, the parties, party representatives, the Tribunal (or emergency arbitrator), expert, witness, the Tribunal secretary and/or HKIAC may not publish, disclose or communicate any information relating to the arbitration or any award (or Emergency Decision) made in the arbitration.</p> <p>Disclosure of such information can be made in the following circumstances:</p> <p>(i) to protect or pursue a legal right or enforce or challenge the award (or Emergency Decision) in legal proceedings; (ii) to a government, regulatory or judicial body where disclosure is obliged by law; (iii) to the parties’ advisors; (iv) to any additional (i.e. joined) party or appointed arbitrator; or (v) to a person for the purposes of having or seeking third party arbitration funding.</p> <p>The deliberations of the Tribunal shall remain confidential. HKIAC may publish redacted awards where no party objects to publication within the relevant timeframe.</p>
Timeframe for issuing the Award	<p><b>Article 35</b></p> <p>Six months from the date of the file’s transmission to the Tribunal by DIAC (unless this conflicts with a mandatory provision of the procedural law of the seat). This timeframe can be extended at any time by written agreement of the parties, or by the DIAC Arbitration Court, upon request by the Tribunal or upon its own initiative.</p>	<p><b>Article 15</b></p> <p>The Tribunal shall endeavour to make the award no later than three months after the last submission from the parties, in accordance with a timetable notified to the parties and the LCIA Registrar as soon as practicable. The timetable may be revised and re-notified if necessary.</p>	<p><b>Article 31</b></p> <p>Within six months from the date of the last signature of the Terms of Reference, or upon the Tribunal being notified of approval of the Terms of Reference by the ICC Court. The ICC Court may fix a different deadline based on the procedural timetable established by the Tribunal. This timeframe can be extended by the ICC Court upon reasoned request from the Tribunal or on the ICC Court’s own initiative.</p>	<p><b>Rule 32</b></p> <p>The draft award is to be submitted to the SIAC Registrar no later than 45 days from the date on which the Tribunal declares the proceedings closed. This timeframe can be extended by the parties or by the SIAC Registrar. The SIAC Registrar may, as soon as practicable, suggest modifications as to the form of the award. and may draw attention to points of substance.</p>	<p><b>Articles 48 and 71</b></p> <p>Within six months from the date of the Tribunal’s formation (or four months for domestic arbitration). The President of the CIETAC Arbitration Court, upon the Tribunal’s request, may extend the time period if he/she considers it truly necessary and the reasons for extension truly justified.</p>	<p><b>Article 31.2</b></p> <p>No later than three months from the close of the proceedings or relevant phase of the proceedings. This timeframe may be extended by agreement of the parties, or where appropriate by HKIAC.</p>



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Correction/ Interpretation of the Award, and additional Awards	<p><b>Article 37</b></p> <p>Within 30 days of receipt of the award, a party may apply to the Tribunal (copying DIAC and the other party) to: (i) give an interpretation of the award; (ii) correct any clerical, typographical or computational errors in the award; or (iii) make an additional award in respect of claims or counterclaims presented in the arbitration but not dealt with in any 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 and/or shall make an additional award within 60 days, after giving the parties an opportunity to be heard).</p> <p>The Tribunal may make corrections on its own initiative within 30 days after the date of the award.</p>	<p><b>Article 27</b></p> <p>Within 28 days of receipt of the award, a party may by written notice to the LCIA Registrar (copied to all other parties) request the Tribunal to: (i) correct any computational, clerical or typographical error, any ambiguity or mistake of a similar nature; or (ii) make an additional award as to any claim, counterclaim 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 and/or make the additional award within 56 days of receipt of the Request.</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><b>Article 36</b></p> <p>Within 30 days from receipt of the award, any party may request the Tribunal (by application to the ICC Secretariat) to: (i) provide an interpretation of the award; (ii) correct a clerical, computational or typographical error or any errors of a similar nature in the award; or (iii) make an additional award as to claims made in proceedings which the Tribunal has omitted to decide.</p> <p>The Tribunal shall provide the other party with a short time frame (usually not exceeding 30 days from receipt of the application) to comment on the application. The Tribunal shall submit its decision in draft form to the ICC Court no later than 30 days from expiry of the deadline for the other party’s comments (or another period decided by the ICC Court).</p> <p>The Tribunal may also make corrections on its own initiative within 30 days of the notification of the award to the parties.</p>	<p><b>Rule 33</b></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: (i) give an interpretation of the award. If the Tribunal considers the request to be justified, it shall provide the interpretation within 45 days of receipt of the request; (ii) correct any error in computation, any clerical or typographical error or any error of a similar nature.</p> <p>If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. The Tribunal may also make corrections on its own initiative within 30 days of the date of the award.; or (iii) make an additional award as to claims presented in the arbitration but not dealt with in the award.</p> <p>If the Tribunal considers the request to be justified, it shall make the additional award within 45 days of receipt of the request.</p> <p>The SIAC Registrar may extend the above time limits if necessary.</p>	<p><b>Articles 53 and 54</b></p> <p>Within 30 days from receipt of the award, either party may make a written request to the Tribunal to: (i) correct any clerical, typographical or calculation errors or any errors of a similar nature contained in the award; or (ii) make an additional award on any claim or counterclaim advanced in the proceedings but omitted from the award.</p> <p>If such an error or omission does exist, the Tribunal shall make the written correction or additional award within 30 days of its receipt of the written request.</p> <p>The Tribunal may also make written corrections or an additional award on its own initiative within a reasonable time after the award is made.</p>	<p><b>Articles 38-40</b></p> <p>Within 30 days after receipt of the award, either party may, with notice to the other parties, request the Tribunal to: (i) give an interpretation of the award. The Tribunal shall provide any interpretation it considers appropriate within 30 days after receipt of the request; (ii) correct any errors in computation, any clerical or typographical errors or errors of a similar nature. The Tribunal shall make any corrections it considers necessary within 30 days after receipt of the request. The Tribunal may make corrections on its own initiative within 30 days of the date of the award; or (iii) make an additional award as to claims presented in the arbitration but omitted from the award.</p> <p>If the Tribunal considers the request justified, it will make the additional award within 60 days after receipt of the request.</p> <p>The Tribunal may extend the above time limits if necessary.</p>
Expedited Procedure	<p><b>Article 32</b></p> <p>Expedited procedure is available: (i) if the aggregate amount in dispute does not exceed AED 1 million (excluding interest and costs of representation) or such other sum determined by the DIAC Board; (ii) if the parties agree in writing; or (iii) in cases of exceptional urgency as determined by the DIAC Arbitration Court upon a party’s application.</p> <p>The DIAC Arbitration Court must also consider the expedited proceedings to be appropriate based on the circumstances.</p>	<p><b>Articles 9A and 9C</b></p> <p>No express reference to an expedited procedure being available. However, under Article 14.5, the Tribunal may make any procedural order it considers appropriate in relation to the efficient and expeditious conduct of the arbitration.</p> <p>The expedited formation of the Tribunal is available upon application in cases of exceptional urgency. An expedited appointment of a replacement arbitrator is also available.</p>	<p><b>Article 30 and Appendix VI</b></p> <p>Expedited procedure rules may apply if: (i) the parties so agree; or (ii) the amount in dispute does not exceed US\$ 2 million (if the arbitration agreement was concluded on or after 1 March 2017 and before 1 January 2021) or US\$ 3 million (if the arbitration agreement was concluded on or after 1 January 2021).</p> <p>The expedited procedure rules shall not apply if: (i) the parties have agreed to opt out; (ii) the ICC Court determines that the procedure is inappropriate in the</p>	<p><b>Rule 5</b></p> <p>A party may apply to the SIAC Registrar for an expedited procedure: (i) if the aggregate amount in dispute does not exceed SG\$ 6m; (ii) if the parties agree; or (iii) in cases of exceptional urgency.</p> <p>An award under the expedited procedure shall be made within six months from the date of the Tribunal’s constitution, subject to extension by the Registrar in exceptional circumstances.</p>	<p><b>Chapter IV, Articles 56-64</b></p> <p>Summary procedure shall apply: (i) if the amount in dispute does not exceed RMB 5,000,000 unless otherwise agreed by the parties; or (ii) where the amount in dispute exceeds RMB 5,000,000, but one party applies for arbitration under the summary procedure and the other party agrees in writing; or (iii) where both parties have agreed to apply the summary procedure.</p> <p>Where there is no monetary claim or the amount in dispute is not clear, CIETAC</p>	<p><b>Article 42</b></p> <p>Expedited procedure applies upon application to HKIAC prior to the Tribunal’s constitution if: (i) the amount in dispute does not exceed the amount set by HKIAC on its website (at the date the Notice of Arbitration is submitted); (ii) the parties so agree; or (iii) in cases of exceptional urgency.</p> <p>The award shall be communicated to the parties within six months from transmission of the case file to the</p>

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	The Tribunal must issue the award three months from the file’s transmission to the Tribunal (subject to extension by the DIAC Arbitration Court on exceptional grounds).		circumstances; or (iii) the arbitration agreement was concluded before 1 March 2017.  An award shall be made six months from the date of the case management conference. The ICC Court can extend this timeframe pursuant to a reasoned request by the Tribunal or on its own initiative if it considers it necessary.		shall determine whether or not to apply the summary procedure after full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.  An award under the summary procedure shall be made within three months from the date of the Tribunal’s formation, subject to extension by the President of the CIETAC Arbitration Court if he/she considers it truly necessary and the reasons for extension truly justified.	Tribunal by HKIAC, subject to extension by HKIAC in exceptional circumstances.
Summary dismissal provisions	No summary dismissal provisions expressly specified. However, under Article 17.2, the Tribunal shall ensure that the arbitration is conducted expeditiously, diligently and in a cost-efficient manner.	<b>Article 22.1(viii)</b> The Tribunal has the power, upon the application of any party or upon its own initiative, to issue an early determination of claims, counterclaims, cross-claims or defences that are manifestly outside the jurisdiction of the Tribunal, or are inadmissible or manifestly without merit.	No summary dismissal provisions are expressly specified. However, under Article 22 the Tribunal is required to make every effort to conduct the arbitration in an expeditious and cost effective manner.	<b>Rule 29</b> A party may apply to the Tribunal for the early dismissal of a claim on the basis that: (i) a claim or defence is manifestly without legal merit; or (ii) a claim or defence is manifestly outside the jurisdiction of the Tribunal.	<b>Articles 6 and 46</b> No summary dismissal provisions are expressly provided, but a claim may be dismissed upon a finding that CIETAC has no jurisdiction over the case.  Where a case is to be dismissed on this basis prior to the formation of the Tribunal, the decision shall be made by the President of the CIETAC Arbitration Court. Where a case is to be dismissed after the formation of the Tribunal, the decision shall be made by the Tribunal.	<b>Article 43</b> A party may request that the Tribunal makes an early determination on one or more points of law or fact on the basis that points of law or fact 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.
Interim measures prior to constitution of Tribunal	<b>Appendix II – Article 2</b> A party may apply for emergency interim relief prior to the Tribunal’s constitution. The application can be made on an ex parte basis (i.e. without notice to the other party), if the applying party: (i) reasonably believes that giving notice to the other party may jeopardise the efficacy of the application; and (ii) the procedural law applicable to the arbitration seat permits ex-parte applications.  If the application is allowed, DIAC shall seek to appoint an emergency arbitrator within one day of receipt of the application. The preliminary order shall be issued as soon as reasonably	<b>Article 9B</b> A party may apply for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings (an “emergency arbitrator”). A copy of the request or response accompanying the application shall be delivered to all other parties. If the LCIA Court grants the application, it shall appoint an emergency arbitrator within three days of the LCIA Registrar’s receipt of the application (or as soon as possible thereafter).  The emergency arbitrator may make any order or award which the Tribunal could make under the arbitration agreement and shall decide the claim for emergency	<b>Articles 28-29 and Appendix V</b> A party may apply to a judicial authority for any interim or conservatory measures before the case file is transmitted to the Tribunal (i.e. prior to the constitution of the Tribunal and payment of the advance on costs). Such application shall not be deemed an infringement or waiver of the arbitration agreement and shall not affect the Tribunal’s powers. Any such application and any measures taken by the judicial authority must be notified to the ICC Secretariat without delay, and the ICC Secretariat will inform the Tribunal.  A party may apply for an emergency arbitrator before transmission of the file to the Tribunal. A copy of the application	<b>Rule 30 and Schedule 1</b> A party may file an application for emergency interim relief with the SIAC Registrar (with a copy to the parties) prior to the constitution of the Tribunal. If the SIAC President determines the application should be accepted, the President shall seek to appoint the emergency arbitrator within one day of the SIAC Registrar’s receipt of application and relevant payments. The emergency arbitrator has the power to order or award any interim relief that they deem necessary. The SIAC Registrar must approve the form of any interim order.	<b>Article 23, Appendix III (Emergency Arbitrator Procedures), Articles 1-8</b> A party may submit an application for the emergency arbitrator procedure with the CIETAC Arbitration Court or arbitration court of the relevant sub-commission or arbitration centre of CIETAC administering the case prior to the Tribunal’s formation. The applicant shall provide copies of the application to the other parties. If the CIETAC Arbitration Court decides to apply the emergency arbitrator procedures, the President of the CIETAC Arbitration Court shall appoint an emergency arbitrator within one day from his/her receipt of the Application and advance payment of costs.	<b>Article 23 and Schedule 4</b> A party may apply for urgent interim or conservatory relief prior to the Tribunal’s constitution. If HKIAC determines it should accept the application, HKIAC shall seek to appoint the emergency arbitrator within 24 hours after receipt of the application and deposit. An emergency arbitrator shall determine the application, and may order any interim measure(s) it deems necessary or appropriate.  Any decision, order or award on the application shall be made within 14 days from transmission of the case file to the emergency arbitrator.

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	<p>practicable from the date of the file’s transmission to the emergency arbitrator, having regard to nature of the relief sought, the timetable established for the application’s determination and whether the application is made with or without notice.</p>	<p>relief as soon as possible, but no later than 14 days from the emergency arbitrator’s appointment (extendable by the LCIA Court in exceptional circumstances or written agreement of the parties).</p> <p>Any order or award of the emergency arbitrator (apart from any order adjourning any part of the claim for emergency relief to the Tribunal) may be confirmed, varied, discharged or revoked by the Tribunal. The emergency arbitrator provisions do not apply if: (i) the parties opt out in writing; or (ii) the arbitration agreement pre-dates 1 October 2014 and the parties have not agreed to opt in.</p> <p>Notwithstanding the above, a party may apply to a competent state court or other legal authority for interim or conservatory measures.</p>	<p>must be provided to each party. Appointment of the emergency arbitrator normally occurs within two days from the ICC Secretariat’s receipt of the application.</p> <p>The emergency arbitrator’s decision shall take the form of an order issued no later than 15 days from the date on which the file was transmitted to them. The President of the ICC Court can extend this timeframe pursuant to a reasoned request from the emergency arbitrator or on the President’s own initiative (if necessary). The emergency arbitrator’s order shall not bind the Tribunal with respect to any question, issue or dispute determined in the order. The Tribunal may modify, terminate or annul the order.</p> <p>The provisions do not apply if: (i) the arbitration agreement pre-dates 1 January 2012; (ii) the parties have agreed to opt out; or (iii) the arbitration agreement in question arises from a treaty.</p>	<p>The interim order or award shall be made within 14 days of the emergency arbitrator’s appointment. The SIAC Registrar may extend this time frame in exceptional circumstances.</p> <p>The emergency arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate any interim order or award issued by the emergency arbitrator, and is not bound by the reasons given by the emergency arbitrator. Any interim order or award issued by the emergency arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.</p> <p>A request for interim relief made to a judicial authority prior to the constitution of the Tribunal is not incompatible with the SIAC Rules.</p>	<p>The emergency arbitrator has the power to order or award necessary emergency relief. The decision shall be made within 15 days from the date of the arbitrator’s acceptance of appointment. The President of the CIETAC Arbitration Court may extend the time period upon the emergency arbitrator’s request, if he/she considers it reasonable.</p> <p>The decision of the emergency arbitrator shall cease to be binding: (i) if the emergency arbitrator or the Tribunal terminates the decision of the emergency arbitrator; (ii) if the President of the CIETAC Arbitration Court decides to accept a challenge against the emergency arbitrator; (iii) upon the rendering of the final award by the Tribunal (unless the Tribunal decides that the decision of the emergency arbitrator shall continue to be effective; (iv) upon the applicant’s withdrawal of all claims before the rendering of the final award, (v) if the Tribunal is not formed within 90 days from the date of the decision of the emergency arbitrator. Such period may be extended by agreement of the parties or by the CIETAC Arbitration Court in appropriate circumstances; or (vi) if the arbitration proceedings have been suspended for 60 consecutive days after the formation of the Tribunal.</p> <p>The proceedings shall not affect the parties’ right to seek interim measures from a competent court pursuant to applicable law.</p>	<p>Any decision, order or award of an emergency arbitrator will cease to be binding if: (i) the emergency arbitrator or the Tribunal so decides; (ii) upon the Tribunal rendering a final award (unless the Tribunal expressly decides otherwise); (iii) upon the termination of the arbitration before the rendering of a final award; or (iv) if the Tribunal is not constituted within 90 days from the date of the decision, order or award of the emergency arbitrator. This time limit may be extended by agreement of the parties or, in appropriate circumstances, bv HKIAC.</p> <p>Parties are not prevented from seeking urgent interim or conservatory measures from a competent authority at any time. Such a request shall not be deemed incompatible with the arbitration agreement, or as a waiver.</p>
Interim measures after constitution of Tribunal	<p><b>Appendix II – Article 1</b></p> <p>The Tribunal may, upon a party’s application, grant any interim measure(s) on terms it considers appropriate. An application for interim relief can be made on an ex-parte basis if the applying party</p>	<p><b>Article 25</b></p> <p>The Tribunal has the power, upon application of any party and after giving all other parties a reasonable opportunity to respond to such application. to: (i) order any Respondent to pay security for</p>	<p><b>Article 28</b></p> <p>Unless otherwise agreed, the Tribunal may order any interim or conservatory measure it deems appropriate, at the request of a party.</p>	<p><b>Rule 30</b></p> <p>The Tribunal may grant any interim relief it deems appropriate, at the request of a party. A request for interim relief made to a judicial authority in exceptional circumstances after the Tribunal’s</p>	<p><b>Article 23</b></p> <p>At the request of a party, the Tribunal may order or award any interim measure(s) it deems necessary or proper in accordance with the applicable law or agreement of the parties.</p>	<p><b>Article 23</b></p> <p>The Tribunal may grant any interim measure(s) it deems appropriate, at the request of a party. A request for interim measures addressed by a party to a competent authority shall not be</p>



Part 1: Comparing the DIAC Rules 2022 with the Rules of the “Top 5” Arbitration Centres

	Middle East	Europe		Asia-Pacific		
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	London Court of International Arbitration (“LCIA”) Rules 2020	International Chamber of Commerce (“ICC”) Rules 2021	Singapore International Arbitration Centre (“SIAC”) Rules 2016	China International Economic and Trade Arbitration Commission (“CIETAC”) Rules 2015	Hong Kong International Arbitration Centre (“HKIAC”) Rules 2018
	<p>satisfies the Tribunal that providing notice to the other party may jeopardise the efficacy of the application.</p> <p>A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the arbitration agreement, or a waiver of that agreement.</p>	<p>an amount in dispute; (ii) make orders concerning the preservation, storage, sale or other disposal of relevant monies, documents, property, etc. under a party's control and relating to the subject-matter of arbitration; and (iii) order, on a provisional basis, any relief the Tribunal would have the power to award. Security for costs orders are also available.</p> <p>A party may apply to a competent state court or other legal authority for these interim measures, after the formation of the Tribunal. Such an application can only be made in exceptional circumstances and with the Tribunal’s authorisation.</p> <p>The Tribunal also has the power to order any claiming, counterclaiming or cross-claiming party to provide security for legal costs and arbitration costs.</p>	<p>In appropriate circumstances, the parties may also apply to a competent judicial authority for interim or conservatory measures. Such an application shall not be deemed an infringement or waiver of the arbitration agreement and shall not affect the Tribunal’s powers.</p> <p>Any such application and any measures taken by the judicial authority must be notified to the ICC Secretariat without delay, and the ICC Secretariat will inform the Tribunal.</p>	<p>constitution is not incompatible with the SIAC Rules.</p>	<p>Where a party applies for conservatory measures pursuant to the laws of the People’s Republic of China, CIETAC shall forward the application to the competent court designated by the party in accordance with the law.</p>	<p>deemed incompatible with the arbitration agreement, or as a waiver.</p>
Arbitration costs	<p><b>Articles 36 and Appendix I – Article 4, DIAC Table of Fees and Costs</b></p> <p>The Tribunal shall fix costs in the award. The DIAC Table of Fees and Costs determines registration, administrative and Tribunal fees by reference to the sums claimed/ counterclaimed.</p> <p>When setting the Tribunal’s fees, DIAC shall take into consideration the amount in dispute along with the diligence of the Tribunal, speed and efficiency of the arbitration and complexity of the dispute. Tribunal expenses shall also be payable.</p>	<p><b>Article 28, Schedule of Costs</b></p> <p>The LCIA Court shall determine arbitration costs in accordance with the Schedule of Costs. The amount shall be specified in the award or by order.</p> <p>A non-refundable registration fee of £1,950 is payable. Further administrative charges include a sum equivalent to 5% of the fees of the Tribunal, fees for time spent by the LCIA Secretariat and LCIA Court in administering the arbitration and related expenses.</p> <p>The Tribunal’s fees and expenses shall be charged at rates appropriate to the particular circumstances of the case, including its complexity and any requirements as to special qualifications of the Tribunal. Fees shall be at hourly rates not exceeding £500 (or higher in exceptional circumstances).</p>	<p><b>Article 38 and Appendix III</b></p> <p>Arbitration costs shall include the fees and expenses of the arbitrators and the ICC administrative expenses, and shall be fixed in the award.</p> <p>A non-refundable filing fee of US\$ 5,000 is payable. Administrative expenses and Tribunal fees are based on the amount in dispute (see scales in Appendix III, Article 3).</p> <p>When setting Tribunal fees, the ICC Court shall take into account the diligence and efficiency of the arbitrator, time spent, rapidity of the proceedings, complexity of the dispute and timeliness of the draft award submission. The ICC Court may set a figure higher or lower than limits set in Appendix III in exceptional circumstances.</p>	<p><b>Rules 34-36, Schedule of Fees</b></p> <p>The SIAC Registrar shall determine arbitration costs. The Tribunal shall specify total arbitration costs in the award.</p> <p>Currently, a non-refundable Case filing fee of SG\$2,140 for Singapore parties and SG\$2,000 for Overseas parties is payable. Administration fees based on the sum in dispute are payable and are calculated in accordance with the SIAC Schedule of Fees.</p> <p>Tribunal fees are determined according to the sum in dispute and are calculated in accordance with the SIAC Schedule of Fees. Parties may agree to an alternative method of calculation prior to the Tribunal’s constitution. The Tribunal’s reasonable out-of-pocket expenses</p>	<p><b>Articles 3 and 82, Appendix II</b></p> <p>For (i) international or foreign-related disputes; or (ii) disputes related to the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Region, a registration fee of RMB 10,000 is payable. The arbitration fee is based on the amount in dispute.</p> <p>For domestic disputes, registration and handling fees based upon the amount in dispute are payable. For cases administered by the CIETAC Hong Kong Arbitration Center, a registration fee of HKD 8,000 is payable, along with administrative fees based upon the amount in dispute. Arbitrator fees are either based upon the amount in dispute or the agreed/determined hourly rate. Arbitrator fees may exceed the maximum prescribed amount if agreed by the parties in writing or if CIETAC so</p>	<p><b>Article 10, Schedules 1-3</b></p> <p>The registration fee in HKIAC’s Schedule of Fees is currently set at HKD 8,000. HKIAC’s administrative fees are based on the sum in dispute and are calculated in accordance with the table in Schedule 1 (“HKIAC’s Administrative Fees”).</p> <p>The HKIAC Rules provide separate Schedules for determination of arbitrators’ fees and expenses based on hourly rates (Schedule 2), and based on the sum in dispute (Schedule 3). Parties are to agree on the applicable method, failing which Schedule 2 shall apply.</p>

# Part 1: Comparing the DIAC Rules 2022 with the Rules of the “Top 5” Arbitration Centres

	Middle East	Europe		Asia-Pacific		
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				necessarily incurred and other allowances are payable.	determines under exceptional circumstances.  In all cases, CIETAC may also collect other additional and reasonable actual expenses pursuant to the CIETAC Rules.	
Cost allocation	<b>Article 36</b> The apportionment of costs between the parties shall be fixed in the award.	<b>Article 28</b> The Tribunal shall decide on apportionment of costs in the absence of a final settlement of the parties’ dispute regarding liability for such costs. The Tribunal’s decisions on cost allocation will generally reflect the parties’ relative success and failure in the arbitration, and may take into account the conduct of the parties.	<b>Article 38</b> The award shall fix apportionment of costs between the parties. In making decisions on costs, the Tribunal may 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.	<b>Rules 35 and 37</b> Unless otherwise agreed by the parties, the Tribunal shall determine the apportionment of costs of the arbitration in its award. The Tribunal has authority to order that all or part of legal or other costs of one party are paid by the other.	<b>Article 52</b> The Tribunal has the power to decide (having regard to the circumstances) that the losing party shall compensate the winning party for its reasonable expenses in pursuing the case. In determining whether expenses are reasonable, the Tribunal shall take into account factors such as the outcome and complexity of the case, workload of the winning party and/or its representative(s), the amount in dispute etc.	<b>Article 34</b> The Tribunal may apportion all or part of the arbitration costs if it determines that apportionment is reasonable taking into account the circumstances of the case.