

Part 2: Comparing the DIAC Rules 2022 with the Rules of other Key Arbitration Centres

	Middle East						Europe	Asia-Pacific	U.S.A.		International
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	Abu Dhabi Global Market (“ADGM”) Arbitration Regulations 2015 (as Amended by Amendment No 1 of 2020)	Abu Dhabi Commercial Conciliation & Arbitration Center (“ADCCAC”) Procedural Regulations of Arbitration	Bahrain Chamber for Dispute Resolution (“BCDR”) Rules of Arbitration 2017	Qatar International Centre for Conciliation and Arbitration (“QICCA”) Arbitration Rules 2012	Saudi Center for Commercial Arbitration (“SCCA”) Arbitration Rules 2021	Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”) Arbitration Rules 2017	Japan Commercial Arbitration Association (“JCAA”) Commercial Arbitration Rules 2021	International Centre for Dispute Resolution (“ICDR”) Rules 2021	Judicial Arbitration and Mediation Services (“JAMS”) International Arbitration Rules 2021	United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules 2013
Centre Location	Dubai.	Abu Dhabi.	Abu Dhabi.	Bahrain.	Qatar.	Saudi Arabia.	Stockholm.	Tokyo.	New York.	California.	HQ in Vienna.
Commencement	Article 4 The date the complete Request (including the registration fee) is received by DIAC.	Article 36 The date the request for arbitration is received by the Respondent.	Article 5 The date the Request is registered with ADCCAC, accompanied by the registration fee.	Article 3 The date the Request and filing fee are received by BCDR.	Articles 4.2 and 44 The date the Notice of Arbitration is received by the Respondent, provided the registration fee is paid.	Article 4 The date the Notice of Arbitration is received by SCCA.	Article 8 The date the Request for Arbitration is received by the SCC.	Article 14.5-14.6 The date the Request for Arbitration and relevant administrative fee are received by JCAA.	Article 2 The date ICDR receives the Notice of Arbitration.	Article 2 The date on which JAMS issues a Commencement Letter based on an agreement (written or oral) to arbitrate at JAMS or a court order compelling arbitration at JAMS.	Article 3 The date the notice of arbitration is received by the Respondent.
Deadline for Response	Article 5 Within 30 days of 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.	Not specified.	Article 6 Within 21 days from the Respondent’s receipt of the Request. ADCCAC’s director may grant the Respondent an additional 14 days, failing which ADCCAC shall complete the procedure for appointing the Tribunal.	Article 4 Within 30 days after commencement of the arbitration. BCDR may grant an extension if it considers such extension justified.	Article 5 Within 30 days of the Respondent’s receipt of the Notice of Arbitration. If the response does not include all the information required, QICCA can ask the Respondent to provide the information seven days from the date of the response.	Article 5 Within 30 days after commencement of the arbitration. The Tribunal or SCCA (if the Tribunal has not yet been constituted) may grant an extension if it considers such extension justified.	Article 9 The deadline for the Answer is set by the SCC Secretariat.	Article 12.5 and 18.1 Within four weeks from the Respondent’s receipt of the notice of the Request for Arbitration. JCAA may change the time limit if it considers necessary.	Article 3 Within 30 days after ICDR confirms receipt of the Notice of Arbitration. Time limit may be extended by the Tribunal (or ICDR if the Tribunal is not constituted), if it considers the extension justified.	Article 4 Within 30 calendar days after commencement of the arbitration. This time limit may be extended by the Tribunal (or JAMS if the Tribunal is not constituted), if it considers the extension justified.	Article 4 Within 30 days of receipt of the notice of arbitration by the Respondent.
Default number of Arbitrators (where parties have not agreed)	Article 10 Sole arbitrator. The DIAC Arbitration Court has the discretion to appoint three arbitrators, taking into account the relevant circumstances.	Article 18 Sole arbitrator.	Article 8 Sole arbitrator. ADCCAC may appoint more than one arbitrator if it sees fit with reference to the amount, nature, or circumstances of the dispute. If more than	Article 8 Sole arbitrator. BCDR may appoint three arbitrators in its sole discretion, taking account of all the circumstances of the dispute.	Article 8 Three arbitrators. The QICCA Committee may, upon a party’s request, appoint a sole arbitrator if: (i) no other parties have responded to a	Article 11 Sole arbitrator. SCCA has the discretion to appoint three arbitrators (after consulting the parties) due to the size, complexity or	Article 16 No default number specified. Where there is no agreement on number of arbitrators, the SCC Board shall determine if the case	Article 26.2-26.3 Sole Arbitrator. JCAA may appoint three arbitrators if a party makes a written request within the relevant time period and JCAA considers the request	Article 12 Sole arbitrator. ICDR may appoint three arbitrators if it deems appropriate, due to the size, complexity or other circumstances of the case.	Article 7 Sole arbitrator. JAMS may appoint three arbitrators if it sees fit, due to the size, complexity or other circumstances of the case.	Article 7 Three Arbitrators. The appointing authority may, at the request of a party, appoint a sole arbitrator if: (i) no other parties have responded to a

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			one arbitrator is appointed, the total number of arbitrators shall be an odd number.		party’s proposal to appoint a sole arbitrator in the relevant time period; and (ii) the party concerned has failed to appoint a second arbitrator; and (iii) the Committee determines a sole arbitrator is more appropriate, in view of the circumstances.	other circumstances of the case.	warrants one or three arbitrators, having regard to the complexity of the case, the amount in dispute and any other relevant circumstances.	appropriate, taking into account the amount in dispute, the complexity of the case and other relevant circumstances.			party’s proposal to appoint a sole arbitrator; (ii) the party concerned has failed to appoint a second arbitrator; and (iii) the appointing authority determines a sole arbitrator is more appropriate, in view of the circumstances of the case.
Time limit for challenging Arbitrator	Article 15 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.	Articles 20-21 Unless agreed otherwise, within 30 days after becoming aware of the Tribunal’s constitution or within 30 days after becoming aware of the grounds for challenge.	Article 11(3) Within 14 days from being advised of the arbitrator’s appointment or within 14 days from becoming aware of the relevant circumstances giving rise to the challenge.	Article 11.2 Within 15 days after the date of becoming aware of the relevant facts and circumstances on which the challenge is made. A party that fails to challenge an arbitrator within this 15-day time limit waives its right to make the challenge.	Article 14 Within 15 days after being notified of the arbitrator’s appointment or within 15 days after becoming aware of the relevant circumstances.	Article 14 Within 15 days after being notified of the appointment or within 15 days after becoming aware of the relevant circumstances giving rise to the challenge.	Article 19 Within 15 days from becoming aware of the relevant circumstances giving rise to the challenge.	Article 34.3 Within two weeks from receipt of the notice confirming appointment or becoming aware of the relevant circumstances, whichever comes later.	Article 15 Within 15 days after being notified of the appointment or within 15 days of becoming aware of the relevant circumstances giving rise to the challenge.	Article 9 Within 15 calendar days after being notified of the appointment or within 15 calendar days after becoming aware of the relevant circumstances giving rise to the challenge.	Article 13 Within 15 days after being notified of the appointment or within 15 days after becoming aware of the relevant circumstances giving rise to the challenge.
Jurisdictional challenges	Article 6 The Tribunal has the power to rule on its own jurisdiction, including on the existence, validity, scope, applicability or interpretation of the arbitration agreement.	Articles 25-26 The Tribunal has the power to rule on its own substantive jurisdiction as to: (i) the validity of the arbitration agreement; (ii) whether the Tribunal is properly constituted; and	Article 22 The Tribunal shall decide upon submissions relating to its own competence, including objections based upon the non-existence of an arbitration agreement or its	Article 27 The Tribunal has the power to rule on its own jurisdiction, including on: (i) the existence, scope or validity of the arbitration agreement; or (ii) whether all claims and counterclaims	Article 24 The Tribunal has the power to rule on its own jurisdiction, including on the existence or validity of the arbitration agreement. Such challenges shall be raised no later than in the Statement	Article 19 The Tribunal has the power to rule on its own jurisdiction, including on: (i) the existence, scope or validity of the arbitration agreement; or (ii) whether all claims, counterclaims and	Articles 9, 11-12(i), 14 and 29 Jurisdictional challenges to be made to the SCC Board which is empowered to dismiss a case (in whole or in part) if the SCC manifestly lacks jurisdiction	Articles 15, 47 and 48 The Tribunal has the power to: (i) rule on its own jurisdiction, including on the existence or validity of an arbitration agreement; and	Article 21 The Tribunal has the power to rule on its own jurisdiction, including any objections with respect to arbitrability, to the existence, scope or validity of the arbitration	Article 17 The Tribunal has the power to determine the existence or validity of a contract of which an arbitration clause forms a part. The arbitration clause will be treated as an agreement	Article 23 The Tribunal has the power to rule on its own jurisdiction, including objections regarding the existence or validity of the arbitration agreement. Challenges to the Tribunal’s

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	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.	(iii) what matters have been submitted to arbitration in accordance with the arbitration agreement. Challenges at the outset of proceedings must be raised no later than the time the challenger takes the first step in proceedings to contest the merits of the matter in question. An objection that the Tribunal is exceeding its jurisdiction during the proceedings must be made as soon as possible after the matter in question is raised. The Tribunal may consider a later objection if it considers the delay justified.	extinction, nullity or non-inclusion of the dispute in question. Such challenges shall be raised with the Statement of Defence. Challenges that a Tribunal is exceeding its competence shall be raised as soon as the issue in question arises, otherwise the party extinguishes its right to raise the challenge. In all cases, the Tribunal may consider a later plea if it considers the delay is attributable to a reasonable cause.	may be determined in a single arbitration. Such challenges shall be raised no later than the Statement of Defence if the objection relates to a claim, or the Statement of Defence to Counterclaim if the objection relates to a counterclaim. The Tribunal may extend these time limits. The Tribunal has the power to determine the existence or validity of a contract of which the arbitration agreement forms a part. Such arbitration agreement shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not for that reason alone render the arbitration agreement invalid.	of Defence, or in the Reply to the counterclaim or claim for set-off that gives rise to the objection. Challenges that a Tribunal is exceeding the scope of its authority shall be raised as soon as the objectionable matter is raised. The Tribunal may extend these time limits if it considers the delay justified. An arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.	set-offs may be determined in a single arbitration. Challenges must be raised no later than in the filing of the answer to the claim, counterclaim or set-off that gives rise to the objection. The Tribunal may extend this time limit. The Tribunal shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not for that reason alone render invalid the arbitration clause.	over the dispute. Where the SCC Board decides that claims may proceed in a single arbitration, the Tribunal may make decisions as to its jurisdiction over the claims. Objections concerning the existence, validity or applicability of the arbitration agreement shall be raised in submissions prior to and including the Statement of Defence.	(ii) determine any objections to a single arbitration containing multiple claims. An objection to a request for a single arbitration containing multiple claims shall be made in writing within four weeks from the respondent’s receipt of the notice of the Request for Arbitration.	agreement(s), or whether all claims, counterclaims and set-offs may be made in a single arbitration. The Tribunal shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. A decision by the Tribunal that the contract is null and void shall not for that reason alone render invalid the arbitration clause. Challenges to the Tribunal’s jurisdiction or to arbitral jurisdiction respecting the admissibility of a claim, counterclaim, or set-off, must be submitted no later than the filing of the Answer to the claim, counterclaim or set-off giving rise to the objection. This timeframe is subject to extension by the Tribunal.	independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void will not on its own invalidate the arbitration clause. Challenges to the Tribunal’s jurisdiction or arbitrability of a claim, defence or counterclaim must be raised no later than the filing of the Statement of Defence or the Reply to Counterclaim. A late objection as to the Tribunal’s jurisdiction or authority may be admitted if the Tribunal considers the delay justified in the circumstances.	jurisdiction shall be raised no later than in the Statement of Defence or Reply to the counterclaim or claim for purposes of a set-off. A submission that the Tribunal is exceeding the scope of its authority shall be raised as soon as the matter in question is raised during the proceedings. In either case, the Tribunal may admit a later submission if it considers the delay justified. An arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. 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Non-payment of the Advance on Costs	Appendix I – Article 3 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.	Advance on costs not specified.	Article 39 If a party fails to pay its share, the party with an interest in the arbitration shall pay the share by way of loan to the defaulting party. If all parties fail to make payment, the Tribunal may either: (i) proceed with the arbitration, adjudicate upon the case and determine which party should bear the fees and in what proportion; or (ii) decline the arbitration.	Article 30 and Appendix 1, paragraphs 22-24 BCDR shall inform the parties if the costs are not paid in full so that one or more of the parties may make the required payment. If payment is not made, the Tribunal may (after consulting with BCDR) order suspension or termination of the proceedings. The failure of a party asserting a claim or counterclaim to make the required payment may be deemed a withdrawal of such claim or counterclaim.	Article 48 If the required deposits are not paid in full within the required time period, QICCA shall inform the parties so that one or more may make payment. If payment is not made, the proceedings may be suspended or terminated.	Article 37 If the requested deposits are not paid promptly in full, SCCA shall inform the parties so that one or more may make payment. If payment is not made, the proceedings may be suspended or terminated. The failure of a party asserting a claim or counterclaim to make the required payment shall be deemed a withdrawal of such claim or counterclaim.	Articles 12 and 51 If one party fails to pay, the SCC Secretariat shall give the other party the opportunity to pay within a certain timeframe. The SCC Board shall dismiss a case, in whole or in part, if the Advance on Costs is not paid within this timeframe. If the other party makes the required payment, the Tribunal may, at the request of that party, make a separate award for reimbursement of the payment.	Article 82 If a party fails to make payments to JCAA intended to cover arbitrator(s)’ remuneration and expenses, and other reasonable expenses regarding the proceedings, the Tribunal shall, upon JCAA’s request, suspend or terminate the arbitral proceedings unless the other party pays such unpaid amount.	Article 39 ICDR shall inform the parties if the costs are not paid in full so that one or more of them may make the required payment. If no party is willing to pay, the Tribunal (or the ICDR prior to Tribunal constitution) may order the suspension or termination of the proceedings. The failure of a party asserting the claim or counterclaim to pay the required deposit shall be deemed a withdrawal of the respective claim or counterclaim.	Article 35 If a party fails to provide any deposit as directed by the JAMS Administrator, JAMS may direct the other party to pay to allow the arbitration to proceed. The Tribunal need not proceed with the arbitration until JAMS is in receipt of the requisite funds. The Tribunal has the discretion to treat the failure to pay the required deposit promptly and in full as a withdrawal of the respective claim or counterclaim.	Article 43 If the required deposits are not paid in full within 30 days after receipt of a request, the Tribunal shall inform the parties so that one or more may make the required payment. If such payment is not made, the Tribunal may suspend or terminate the proceedings.
Confidentiality	Article 38 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: (i) awards and orders in the arbitration; (ii) materials created for the purpose of the	Article 45 Unless the parties agree otherwise, no party may publish, disclose or communicate any information relating to the arbitral proceedings or the award to any third party. Disclosure of confidential	Article 33 Parties are to maintain the confidentiality of awards, along with all materials, documents, expert reports, witness statements, records and procedures, unless required by law or agreed by the parties in writing.	Article 40 Confidential information disclosed during the arbitration shall not be disclosed by the parties, an arbitrator, any emergency arbitrator, any expert to the Tribunal, any Tribunal secretary or BCDR (including its officers and employees).	Article 41 Awards, decisions and materials submitted by the parties in the proceedings (and which are not in the public domain) shall not be disclosed by the parties, arbitrators, Tribunal-appointed experts, the Tribunal secretary or QICCA, unless the	Articles 30 and 38 The Tribunal and SCCA shall not divulge confidential information disclosed during the arbitration by the parties or witnesses. The Tribunal and SCCA shall keep confidential all matters relating to the arbitration or the award, unless	Article 3 The SCC, the Tribunal and any administrative secretary of the Tribunal shall maintain the confidentiality of the arbitration and the award unless otherwise agreed by the parties.	Article 42 Arbitral proceedings shall be held in private - all records shall be closed to the public. The arbitrators, parties, their counsel and assistants, JCAA’s officers and other staff, and other persons involved in the	Article 40 Confidential information disclosed during the arbitration shall not be divulged by an arbitrator or ICDR. The Tribunal and ICDR shall keep confidential all matters relating to the arbitration or award, unless otherwise agreed by	Article 16 The Tribunal, the parties, the JAMS Administrator and JAMS will maintain the confidentiality of the arbitration, unless otherwise required by law or expressly agreed by the parties. The award remains confidential unless otherwise required	Articles 28 and 34 The hearings are held in camera unless the parties agree otherwise. The award may be made public if the parties consent or if required by legal duty, to protect/ pursue a legal right or in relation to legal proceedings before a court or other

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	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.	information is permitted if it is: (i) made in legal proceedings to protect or pursue a legal right or interest or to enforce or challenge the award; (ii) obliged by law or financial reporting obligations; (iii) made to a party’s advisor or potential lenders or investors in connection with financing arrangements; or (iv) determined to be in the interests of justice by the Tribunal. Further, a party may make disclosure to a third party who has a substantial legal or pecuniary interest in the outcome of the proceedings (unless agreed otherwise).	The Tribunal’s deliberations are confidential unless required by law or valid rules regarding an arbitrator’s dissenting opinion.	Unless otherwise agreed in writing by the parties or required by applicable law, the Tribunal, any emergency arbitrator, any expert to the Tribunal, any Tribunal secretary and BCDR (including its officers and employees) shall keep confidential all matters relating to the arbitration and the award. An award may be made public only with the consent of all parties or as required by law. BCDR may, however, publish awards, orders, decisions and rulings which have become public, or are redacted (unless the parties agree otherwise in writing).	parties expressly agree in writing otherwise. Such a restriction does not apply where disclosure is: (i) required by law; (ii) made to protect or pursue a legal right; or (iii) made to enforce or challenge an award in legal proceedings. QICCA must obtain written consent from the parties if it wishes to publish a decision or award that reveals the identity of any of the parties. The Tribunal’s deliberations are confidential, unless disclosure is required by court decision.	otherwise agreed by the parties or required by applicable law (or relevant rules on privilege). An award may be made public with consent of the parties, or where and to the extent required by a legal duty, to protect or pursue a legal right, or in relation to legal proceedings.		arbitral proceedings shall not disclose facts related to or learned through the arbitral proceedings or express views as to such facts, except where disclosure is required by law or in court proceedings, or based on any other justifiable grounds.	parties or required by applicable law. ICDR may make public an award, order, decision or ruling that has become public. ICDR may also publish redacted versions of selected awards, orders, decisions and rulings, unless a party objects within six months from the date of the award.	by law, or unless all the parties consent to publication.	competent authority.
Timeframe for issuing the Award	Article 35 Six months from the date of the file’s transmission to the Tribunal by DIAC (unless this conflicts with a mandatory provision of the	Not specified.	Article 27 Within six months from the date on which the file was received by the sole arbitrator or president of the Tribunal.The Tribunal	Article 35 The award shall be issued no later than 60 days from the close of proceedings, unless otherwise agreed by the parties	Article 18.8 The Tribunal shall exert its best efforts to render the award within six months from the date the file was transmitted to it, unless a longer period	Article 30 The award shall be made no later than 60 days from the close of the hearing, unless otherwise agreed by the parties,	Article 43 No later than six months from the date of referral to SCC. May be extended by the SCC Board upon a reasoned request	Article 43 The Tribunal shall use reasonable efforts to render an award within nine months from the date of its constitution. To	Article 33 The award shall be made no later than 60 days from the close of the hearing, unless otherwise agreed by the parties, specified by	Article 33 In most circumstances, the dispute should be heard and submitted to the Tribunal for decision within nine months after the	No set timeframe.

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	procedural law of the seat). Timeframe may 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.		may extend this timeframe by up to a maximum of three months on its own motion or upon a party’s request. The ADCCAC Committee may extend the time limit further following a reasoned application by the Tribunal or a party.	or determined by BCDR.	is agreed with the parties.	specified by law or determined by SCCA.	from the Tribunal or if otherwise deemed necessary.	implement this, the Tribunal shall consult with the parties and make a procedural schedule, which it may amend during the course of proceedings after giving the parties opportunity to comment.	law or determined by ICDR.	initial preliminary conference. The final award is to be rendered within three months thereafter. The parties and the Tribunal will use their best efforts to comply with this schedule.	
Correction/ Interpretation of the Award, and additional Awards	Article 37 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. If the Tribunal considers the request justified, it shall make	Article 57 The parties are free to agree on the powers of the Tribunal to correct, interpret an award or make an additional award. To the extent there is no such agreement, the following shall apply: Within 30 days of receipt of the award (or a period agreed by the parties), a party may by notice to the other party, request the Tribunal to: (i) correct any computational, clerical or typographical errors or errors of a similar nature; or (ii) if so agreed by the parties,	Article 29 Within 14 days of receipt of the award, a party may by notice to the other party, request the Tribunal to: (i) correct any material written errors or calculations; or (ii) give an interpretation of any ambiguities in the findings and conclusion of the award. If the Tribunal considers the request appropriate, it shall make the correction 14 days from the date of the request (extendable by 14 days if the Tribunal deems it necessary),	Article 37 Within 30 days after receipt of the award, a party may by notice to the other parties and BCDR, request the Tribunal to: (i) interpret the Award; (ii) correct any clerical, typographical or computational errors; or (iii) make an additional award as to claims or counterclaims presented in proceedings but omitted from the award. If the Tribunal considers the request justified after considering the parties’ contentions,	Articles 38-40 Within 30 days after receipt of the award, a party may by notice to the other parties, request the Tribunal to: (i) give an interpretation of the award; or (ii) correct any clerical, typographical or computational errors made, or any error or omission of a similar nature in the award. If the Tribunal considers the request justified, it shall make any correction or interpretation within 30 days of receipt of the request.	Article 33 Within 30 days after receipt of the award, a party may by notice to the other parties, request the Tribunal to: (i) give an interpretation of the award; (ii) correct any clerical, typographical or computational errors made; or (iii) make an additional award as to claims, counterclaims or set-offs presented but omitted from the award. If the Tribunal considers the request justified, it shall comply within 30 days after the parties’	Articles 47-48 Within 30 days of receipt of the award, a party may, upon notice to the other party, request the Tribunal to: (i) provide an interpretation; (ii) correct any clerical, typographical or computational errors in the award, or (iii) make an additional award on claims presented in the arbitration but not determined in the Award. If the Tribunal considers the request justified (and once it has given the other party an	Articles 68-70 A party, within four weeks from its receipt of the award, may request in writing for the Tribunal to: (i) give an interpretation of the award; (ii) correct any computational, clerical, or other errors or omissions of a similar nature; or (iii) make an additional award as to claims presented in the proceedings but omitted from the award. The Tribunal may also correct any errors on its own initiative.	Article 36 Within 30 days after receipt of the award, any party with notice to the other party may request the Tribunal to: (i) interpret the award; (ii) correct any clerical typographical or computational errors; or (iii) make an additional award as to claims counterclaims, or set-offs presented but omitted from the award. If the Tribunal considers such a request justified after considering the contentions of the parties, it shall	Article 37 Within 30 calendar days after the receipt of the award, any party may request the Tribunal, with notice to the other parties, to: (i) interpret the award; (ii) correct any clerical, typographical or computational errors; or (iii) make an additional award as to claims presented but omitted from the award. If the Tribunal considers such a request justified, after considering the contentions of the	Articles 37-39 Within 30 days after receipt of the award, a party with notice to the other parties may request the Tribunal to: (i) give an interpretation of the award; or (ii) correct any error in computation, any clerical or typographical error or error or omission of a similar nature If the Tribunal considers the request justified, it shall make any correction within 45 days of receipt of the request. Any interpretation shall be given in

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	<p>the correction or interpretation within 30 days of receipt of the request and/or shall make an additional award within 60 days for an additional award, 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>give an interpretation on a specific point or part of 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. The Tribunal may also correct any errors on its own initiative within 30 days of the award.</p> <p>Unless otherwise agreed by the parties, a party may with notice to the other party within 30 days of receipt of the Award, request the Tribunal to make an additional award. If the Tribunal considers the request to be justified, it shall make the additional award within 60 days.</p>	<p>or interpretation 30 days from the date of the request’s submission.</p> <p>The Tribunal may make corrections on its own initiative within 14 days after issuing the award (extendable by 14 days if the Tribunal deems it necessary).</p>	<p>it shall make any correction, interpretation or additional award within 30 days after receipt of the parties’ last submissions regarding the request.</p> <p>The Tribunal may also, on its own initiative within 30 days of the date of the award, correct any error or make an additional award on claims presented but omitted.</p>	<p>The Tribunal may also make any corrections on its own initiative within 30 days after communication of the award.</p> <p>Within 30 days after the receipt of the termination order or the award, a party may, with notice to the other party and to QICCA, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal. If the Tribunal considers the request for an additional award to be justified, it shall render its award within 45 days after receipt of the request.</p>	<p>last submissions on the request.</p> <p>The Tribunal may also, on its own initiative within 30 days of the date of the award, correct any error or make an additional award on claims presented but omitted.</p>	<p>opportunity to comment), it shall make the correction or interpretation within 30 days of the receipt of the request. The Tribunal may make corrections on its own motion within 30 days of the date of the award.</p> <p>If the Arbitral Tribunal considers the request for an additional award justified, it shall make the additional award within 60 days of receiving the request. When deemed necessary, the Board may extend this 60 day time limit.</p>		<p>comply within 30 days after receipt of the parties’ last submissions regarding the request.</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>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>writing within 45 days after receipt of the request.</p> <p>The Tribunal may make corrections on its own initiative within 30 days after issuing the award.</p> <p>Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties, may request the Tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the Tribunal.</p> <p>If the Tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the receipt of the request.</p>

Part 2: Comparing the DIAC Rules 2022 with the Rules of Key Arbitration Centres

	Middle East						Europe	Asia-Pacific	U.S.A.		International
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	Abu Dhabi Global Market (“ADGM”) Arbitration Regulations 2015 (as Amended by Amendment No 1 of 2020)	Abu Dhabi Commercial Conciliation & Arbitration Center (“ADCCAC”) Procedural Regulations of Arbitration	Bahrain Chamber for Dispute Resolution (“BCDR”) Rules of Arbitration 2017	Qatar International Centre for Conciliation and Arbitration (“QICCA”) Arbitration Rules 2012	Saudi Center for Commercial Arbitration (“SCCA”) Arbitration Rules 2021	Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”) Arbitration Rules 2017	Japan Commercial Arbitration Association (“JCAA”) Commercial Arbitration Rules 2021	International Centre for Dispute Resolution (“ICDR”) Rules 2021	Judicial Arbitration and Mediation Services (“JAMS”) International Arbitration Rules 2021	United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules 2013
Expedited Procedure	<p>Article 32 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. The Tribunal must issue the Award three months from the file’s transmission to the Tribunal (subject to extension by the Arbitration Court on exceptional grounds).</p>	No express provision for an expedited procedure. However, under Article 34, the Tribunal must, in all cases, adopt procures that avoid unnecessary delay and expense, and facilitate efficient and expeditious conduct of the arbitration.	Not available.	<p>Article 6 Expedited procedure may be applied for if: (i) the total amount in dispute does not exceed US\$ 1 million (and the parties have not agreed in writing otherwise); or (ii) the parties have agreed in writing (irrespective of the value of any claim or counterclaim).</p> <p>The Tribunal shall issue the award no later than 30 days after the close of proceedings, unless otherwise agreed by the parties or determined by BCDR.</p>	No express provision for an expedited procedure. However, the Tribunal is required under Article 18.7 to conduct the proceedings efficiently so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.	<p>Appendix II Expedited procedure rules apply provided: (i) the amount in dispute does not exceed SAR 4 million (excluding costs of arbitration); or (ii) the parties so agree; and (iii) the arbitration agreement is dated 15 October 2018 or later (or if earlier, the parties agree to opt in). Parties can agree to opt out of the procedure.</p> <p>The award shall be made no later than 30 days from the close of the hearing, unless otherwise agreed by the parties, specified by law or determined by SCCA. In any case, the final award shall be made within 180 days from the Tribunal’s constitution unless SCCA decides in exceptional circumstances to extend the timeframe.</p>	<p>No express provision for an expedited procedure. However, the Tribunal is required under Articles 2(1) and 23(2) to act and conduct the proceedings in an efficient and expeditious manner.</p> <p>A separate set of rules, the “SCC Rules for Expedited Arbitrations 2017” is available. These expedited rules do not specify a cap on the amount in dispute for an expedited procedure to be applied. The expedited procedure rules only apply where the parties expressly so agree.</p>	<p>Part 2 (specifically Article 84) Expedited procedure applies where: (i) the amount in dispute does not exceed JPY300m; or (ii) the parties agree and notify JCAA in writing.</p> <p>The expedited procedure shall not apply where: (i) a party notifies JCAA in writing of the parties’ agreement not to submit to the procedure; or (ii) JCAA, before the Tribunal’s constitution, finds the parties’ agreement contrary to the application of the procedure; or (iii) other circumstances exist which make application of the procedure inappropriate.</p> <p>The Tribunal shall make reasonable efforts to render an award within six months from its constitution (three</p>	<p>Article 1(4) and International Expedited Procedures (Articles E-1 to E-10) Expedited procedure available provided the claim or counterclaim does not exceed US\$ 500,000 (exclusive of interest and the costs of the arbitration), unless otherwise agreed by the parties or determined by ICDR. Parties may opt-in to the expedited procedure.</p> <p>The award must be made not later than 30 days from the close of the hearing or the time established for final written submissions (unless otherwise agreed by the parties, specified by law or determined by ICDR).</p>	<p>Article 21 A party may apply in writing to the JAMS Administrator selecting the expedited procedure, where: (i) the aggregate amount in dispute does not exceed US\$ 5m (excluding demands for costs or fees); or (ii) the parties agree; or (iii) in cases of exceptional urgency (as may initially be determined by JAMS and subject to the Tribunal’s ultimate review).</p> <p>The award shall be made within six months from the Tribunal’s constitution, unless, in exceptional circumstances, the JAMS Administrator extends the time.</p>	<p>No express provision for an expedited procedure. However, the Tribunal is required under Article 17(1) to conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties’ dispute.</p> <p>A separate set of Rules (the UNCITRAL Expedited Arbitration Rules 2021) is available. These expedited rules do not specify a cap on the amount in dispute for an expedited procedure to be applied. The expedited procedure rules only apply where the parties expressly so agree.</p>

Part 2: Comparing the DIAC Rules 2022 with the Rules of Key Arbitration Centres

	Middle East						Europe	Asia-Pacific	U.S.A.		International
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	Abu Dhabi Global Market (“ADGM”) Arbitration Regulations 2015 (as Amended by Amendment No 1 of 2020)	Abu Dhabi Commercial Conciliation & Arbitration Center (“ADCCAC”) Procedural Regulations of Arbitration	Bahrain Chamber for Dispute Resolution (“BCDR”) Rules of Arbitration 2017	Qatar International Centre for Conciliation and Arbitration (“QICCA”) Arbitration Rules 2012	Saudi Center for Commercial Arbitration (“SCCA”) Arbitration Rules 2021	Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”) Arbitration Rules 2017	Japan Commercial Arbitration Association (“JCAA”) Commercial Arbitration Rules 2021	International Centre for Dispute Resolution (“ICDR”) Rules 2021	Judicial Arbitration and Mediation Services (“JAMS”) International Arbitration Rules 2021	United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules 2013
								months where the amount in dispute is JPY 50m or less).			
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.	Article 42 Unless otherwise agreed by the parties, a party may apply to the Tribunal in writing at any time for summary dismissal on the basis that any other party has no real prospect of success in respect of part or the whole of the claim, counterclaim or defence.	No summary dismissal provisions specified.	Article 18 A party may apply to the Tribunal in writing (with a copy to all other parties and BCDR) for summary determination of a legal or factual issue considered by the party to be material to the outcome of the arbitration.	No summary dismissal provisions expressly specified, but the Tribunal is required under Article 18.7 to conduct the proceedings efficiently so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.	No summary dismissal provisions are expressly specified. However, under Article 20.7, the Tribunal may take such additional steps as are necessary to protect the efficiency of the arbitration.	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.	No summary dismissal provisions are expressly specified. However, the Tribunal shall, under Article 40(3), use reasonable efforts to resolve the dispute expeditiously.	Article 23 A party may request leave from the Tribunal to apply for early disposition of any issue in advance of a merits hearing. The Tribunal shall allow submission of the application if it determines: (i) the application has a reasonable possibility of succeeding; (ii) the application will dispose of, or narrow, one or more issues in the case; and (iii) consideration of the application is likely to be more efficient or economical than determination on the merits.	Article 25 The Tribunal may permit a party to file a dispositive motion on a particular claim or issue, provided other interested parties have reasonable notice to respond. The Tribunal must be satisfied that the proposed motion is likely to succeed and dispose of or narrow the issues in the case. The Tribunal may on its own initiative (after consulting with the parties) determine any claim or defense is outside its jurisdiction or manifestly without merit.	No summary dismissal provisions are expressly specified. However, the Tribunal is required under Article 17(1) to conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties’ dispute.
Interim measures prior to constitution of Tribunal	Appendix II – Article 2 A party may apply for emergency interim relief prior to the Tribunal’s constitution.	Articles 28 and 31 The existence of an arbitration agreement shall not preclude a party from applying to	Articles 25 and 34 Disputes prior to the constitution of the Tribunal which are not provided for by the Rules shall be ruled upon by the	Articles 14 and 26.4 A party may apply to BCDR (copying all other parties) for appointment of an emergency arbitrator to grant emergency	Article 27 A party may request the competent court to grant interim or conservatory measures. The applicant party shall	Articles 6 and 23(8) A party may apply for emergency relief prior to the appointment of the Tribunal by submitting a written	Appendix II A party may apply for the appointment of an emergency arbitrator up until the case has been referred to the	Articles 16 and 75-79 A party may apply for interim measures by an emergency arbitrator prior to the constitution of	Article 7 A party may submit a written application to ICDR and all other parties for emergency relief prior to the	Articles 3 and 31 A party may apply for emergency relief prior to the appointment of the Tribunal, notifying JAMS and all parties	Article 26 The right to interim relief prior to the formation of the tribunal is a matter for the national courts. Article 26 (9)

Part 2: Comparing the DIAC Rules 2022 with the Rules of Key Arbitration Centres

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	<p>The application can be made on an ex parte basis (i.e. without notice to the other party), if the applying party:</p> <p>(i) reasonably believes that giving notice to the other party may jeopardise the efficacy of the application; and</p> <p>(ii) the procedural law applicable to the arbitration seat permits ex-parte applications.</p> <p>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 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</p>	<p>the ADGM Court of First Instance, before or during arbitral proceedings, for interim measures.</p> <p>The ADGM Court of First Instance has the same powers of issuing interim measures in relation to arbitral proceedings as it would in relation to court proceedings.</p> <p>If the case is urgent, the ADGM Court of First Instance may, on application of a party or proposed party to the proceedings, make such orders as it thinks necessary for the purpose of preserving evidence or assets.</p> <p>If the case is not urgent, the ADGM Court shall act only on the application of a party to the arbitral proceedings upon notice to the other parties and to the Tribunal.</p>	<p>ADCCAC Committee. Such ruling shall not be subject to challenge as long as the Tribunal has not been formed.</p> <p>If a party applies to a competent judicial body to take provisional or precautionary measures, such recourse shall not be deemed to contradict or waive the arbitration agreement.</p>	<p>measures. The emergency arbitrator shall be appointed by BCDR within two business days after receipt of the application and accompanying fee or as soon as practicable thereafter.</p> <p>The emergency arbitrator shall decide the application no later than 15 days after appointment. The time limit is extendable by written agreement of the parties, or BCDR (upon written request from the emergency arbitrator stating the reasons for extension).</p> <p>The emergency arbitrator shall have the power to order any interim or conservatory measure(s) deemed necessary. The emergency arbitrator shall have no further power to act in this capacity after</p>	<p>inform QICCA and the Tribunal immediately after making the application.</p> <p>An application for interim measures shall not affect the powers of the Tribunal or be considered a waiver of the arbitration agreement.</p>	<p>notice to SCCA and all other parties, along with a filing fee. SCCA shall appoint the emergency arbitrator within one business day of receipt of the notice.</p> <p>The emergency arbitrator shall set the schedule for the application. The emergency arbitrator shall have the power to order or award any interim, provisional or precautionary measures deemed necessary. The emergency arbitrator shall have no further power to act after the Tribunal is constituted.</p> <p>A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.</p>	<p>Tribunal. As soon as an application for the appointment of an emergency arbitrator has been received, the SCC Secretariat shall send the application to the other party.</p> <p>The SCC Board shall seek to appoint the emergency arbitrator within 24 hours of receipt of the application. 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. Any emergency decision shall be made no later than five days from the referral of the application to the Emergency Arbitrator, subject to extension by the SCC Board upon a reasoned request from the emergency arbitrator, or if otherwise deemed necessary.</p>	<p>the Tribunal. If the application is made in conformity with the rules, JCAA shall promptly inform the other party.</p> <p>If JCAA considers it appropriate to appoint an emergency arbitrator, JCAA shall use reasonable efforts to appoint an emergency arbitrator within two business days from receipt of the application.</p> <p>The emergency arbitrator shall make reasonable efforts to decide on the application within two weeks from their appointment. The emergency measures shall no longer be effective, if: (i) the Tribunal is not constituted or a substitute arbitrator is not confirmed or appointed by JCAA within three months from the grant of</p>	<p>appointment of the Tribunal.</p> <p>An emergency arbitrator shall be appointed by ICDR within one business day of receipt of a valid application for emergency relief. The emergency arbitrator shall establish a schedule for consideration of the application. The emergency arbitrator has the power to order or award any interim or conservancy measure(s) they deem necessary, including injunctive relief and measures for the protection or conservation of property.</p> <p>The emergency arbitrator shall have no further power to act after the Tribunal is constituted. Once the Tribunal has been constituted, the Tribunal may affirm, reconsider, modify, or vacate the interim award or</p>	<p>in writing. JAMS shall appoint the emergency arbitrator promptly upon payment of any requested advance.</p> <p>Appointment usually occurs within 24 hours of the application. The emergency arbitrator shall establish the schedule for consideration of the request. The emergency arbitrator shall enter an order or award granting or denying the relief sought.</p> <p>The Tribunal shall not be bound by the decisions and reasons of the Emergency Arbitrator and may, at its discretion, modify any emergency decision.</p> <p>A request for interim measures addressed by a party to a judicial authority will not be deemed</p>	<p>provides that a request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.</p>

Part 2: Comparing the DIAC Rules 2022 with the Rules of Key Arbitration Centres

	Middle East						Europe	Asia-Pacific	U.S.A.		International
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	Abu Dhabi Global Market (“ADGM”) Arbitration Regulations 2015 (as Amended by Amendment No 1 of 2020)	Abu Dhabi Commercial Conciliation & Arbitration Center (“ADCCAC”) Procedural Regulations of Arbitration	Bahrain Chamber for Dispute Resolution (“BCDR”) Rules of Arbitration 2017	Qatar International Centre for Conciliation and Arbitration (“QICCA”) Arbitration Rules 2012	Saudi Center for Commercial Arbitration (“SCCA”) Arbitration Rules 2021	Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”) Arbitration Rules 2017	Japan Commercial Arbitration Association (“JCAA”) Commercial Arbitration Rules 2021	International Centre for Dispute Resolution (“ICDR”) Rules 2021	Judicial Arbitration and Mediation Services (“JAMS”) International Arbitration Rules 2021	United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules 2013
	with or without notice.	The above powers of the ADGM Court of First Instance apply even if the seat of the arbitration is outside the ADGM, or the interim measure is sought against a non-party to the arbitration agreement.		<p>the Tribunal has been appointed.</p> <p>An application for interim measures made by a party to a court or other judicial authority shall not be deemed incompatible with the arbitration agreement or the article in the BCDR Rules on emergency measures of protection, or a waiver of the right to arbitrate.</p>			<p>The emergency decision ceases to be binding if:</p> <p>(i) the emergency arbitrator or a Tribunal so decides;</p> <p>(ii) a Tribunal makes a final award;</p> <p>(iii) arbitration is not commenced within 30 days from the date of the emergency decision; or</p> <p>(iv) the case is not referred to an Arbitral Tribunal within 90 days from the date of the emergency decision.</p> <p>A Tribunal is not bound by the decision(s) and reasons of the emergency arbitrator</p> <p>A request for interim measures made by a party to a judicial authority is not incompatible with the arbitration agreement or the SCC Rules.</p>	<p>the emergency measures; (ii) the arbitral proceedings are terminated under Article 61.1; or (iii) JCAA receives no request for arbitration within ten days from the date of the application, where JCAA has not received such request at the time of or before receiving the application for emergency measures.</p>	<p>order of emergency relief issued by the emergency arbitrator. The emergency arbitrator may not serve as a member of the Tribunal unless the parties agree otherwise.</p> <p>A request for interim measures by a party to a judicial authority shall not be deemed incompatible with the arbitration agreement or the article in the ICDR Rules on emergency measures of protection, or a waiver of the right to arbitrate.</p>	<p>incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.</p>	
Interim measures after constitution of Tribunal	Appendix II – Article 1 The Tribunal may, upon a party’s	Articles 28 and 31 Unless otherwise agreed, the Tribunal may grant interim	Article 25 The Tribunal may, on its own motion, or upon a party’s	Article 26 The Tribunal may grant any interim or conservatory	Article 27 The Tribunal may grant interim or	Article 23 The Tribunal may grant any interim, provisional or	Article 37 The Tribunal may grant any interim	Article 71 The Tribunal may grant interim measures to the	Article 27 The Tribunal may grant any interim or conservatory	Article 31 The Tribunal may grant any interim measure(s) it deems	Article 26 The Tribunal may grant interim

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	application, grant any interim measure on terms it considers appropriate. An application for interim relief can be made on an ex-parte basis if the applying party satisfies the Tribunal that providing notice to the other party may jeopardise the efficacy of the application. 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.	measures at the request of a party, provided it is made with notice to the other parties. Where the Tribunal has no power or is unable to act effectively, a party may make an interim measures application to the ADGM Court of First Instance. The ADGM Court of First Instance has the same powers of issuing interim measures in relation to arbitral proceedings as it would in relation to court proceedings. Such powers apply even if the seat of the arbitration is outside the ADGM, or the interim measure is sought against a non-party to the arbitration agreement.	request, grant provisional or precautionary measures. If a party applies to a competent judicial body to take provisional or precautionary measures, such recourse shall not be deemed to contradict or waive the arbitration agreement.	measures it deems necessary, including injunctive relief and measures for the protection or conservation of property. An application for interim measures made by a party to a court or other judicial authority shall not be deemed incompatible with the article on interim measures of protection in the BCDR Rules or the arbitration agreement, or a waiver of the right to arbitrate.	conservatory measures. A party may also request the competent court to grant the same measures. The party applying for such measures shall inform QICCA and the Tribunal immediately after making the application. An application for interim measures made to the court by a party shall not affect the powers of the Tribunal or be considered a waiver of the arbitration agreement.	precautionary measures it deems necessary, including injunctive relief and measures for the protection or conservation of property. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the arbitration agreement, or a waiver of the right to arbitrate.	measure(s) it deems appropriate. A request for interim measures made by a party to a judicial authority is not incompatible with the arbitration agreement or the SCC Rules.	extent it considers appropriate. Before granting interim measures, the Tribunal shall give each Party a reasonable opportunity to comment.	measure(s) it deems necessary, at the request of a party. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the arbitration agreement, or a waiver of the right to arbitrate.	necessary, at the request of a party. A request for interim measures addressed by a party to a judicial authority will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.	measures, at the request of a party. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.
Arbitration costs	Articles 36 and Appendix I – Article 4, DIAC Table of Fees and Costs	Article 55(6) The Tribunal shall fix costs in the award. The costs shall include (among	Articles 36-39 and 43-44 The Tribunal shall fix costs in the award. Currently, a non-	Article 36 and Appendix 1, paragraph 1-17 The Tribunal shall fix costs in the award. A	Articles 43-46, Tables 1-2 The Tribunal shall fix costs in the award. A non-refundable	Articles 34-36, Appendix 1 The Tribunal shall fix costs in the award. A non-refundable	Article 49, Appendix IV Before making the final award, the SCC Board shall	Chapter VI and Parts 3 and 4 (specifically Articles 80, 92-94 and 103)	Articles 37-38, Fee Schedule The Tribunal shall fix arbitration costs in its award.	Articles 35-36, Schedule of Costs The Tribunal shall fix arbitration costs in its award.	Articles 40-41 The Tribunal shall fix costs in the award. The fees and expenses of the

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	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. 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.	others) the fees and expenses of the Tribunal and any arbitral institution or appointing authority. Unless the Tribunal determines otherwise, the recoverable costs shall be determined on the basis that they are reasonable and proportionate.	refundable registration fee of AED 1,000 is payable. An additional fee to ADCCAC is payable, representing 15% of the Tribunal’s fee. The Tribunal’s fee is based on the amount in dispute (and is calculated in accordance with the tables at Articles 43-44 of ADCCAC Rules). ADCCAC’s Director may modify the fees in accordance with the circumstances and complexities of the case.	non-refundable filing fee of US\$ 3,000 is payable. A case management fee based on the value of claims and counterclaims (set out in Appendix 1) is payable. On Tribunal fees, BCDR currently sets a daily rate for hearing days not exceeding US\$ 4,000 and an hourly rate for all time spent other than in hearings not exceeding US\$ 500. A higher rate may be applied if deemed appropriate by the Chamber after consulting the Tribunal and taking into account the circumstances of the case. Any higher rate must be agreed in writing by the parties. Reasonable Tribunal expenses are also payable.	registration fee of QR 5,000 is to be paid by each party. Administrative expenses based on the sum in dispute (set out in Table 1) are payable. The Tribunal’s fees are based on the sum in dispute (set out in Table 2). Reasonable Tribunal expenses are also payable.	registration fee of SAR 5,000 is payable. Administrative expenses are determined by SCCA (in accordance with Appendix I) and based on the sum in dispute. The Tribunal’s fees and expenses are to be reasonable in amount and in accordance with the SCCA Fee Schedule.	determine the arbitration costs in accordance with the SCC Schedule of Costs (Appendix IV). The Tribunal shall include these costs in its award. A non-refundable Registration fee of EUR 3,000 is payable (EUR 2,500 if using the SCC Expedited Rules). Administrative fees based on the sum in dispute (see table in Appendix IV) are payable. The Board shall determine the fee of the chairperson or sole arbitrator based on the amount in dispute in accordance with the table in Appendix IV. Co-arbitrators shall receive 60% of the chairperson’s fee (or such other proportion determined by the Board). The Board shall also fix an amount to cover reasonable	An administrative fee based on the sum in dispute plus consumption tax is payable (see table at Article 103.1). Arbitrators’ remuneration is based on an hourly rate of JPY 50,000 (excluding consumption tax). The upper limit of arbitrators’ remuneration depends on the claim amount (see table at Article 94). Where the Tribunal consists of three members, the presiding arbitrator shall receive 120% of the upper limit of remuneration, and each co-arbitrator shall receive 80% of the upper limit. Changes to the hourly rates may be made in certain circumstances. Further costs such as Tribunal expenses are payable.	Administrative fees are based on the amount of the claim/ counterclaim. Parties can elect to apply the standard fee schedule (payment of an initial filing fee and final fee) or the flexible fee schedule (payment of an initial filing fee, proceed fee and final fee). The initial filing fee is payable as per the Fee Schedule and varies according to claim amount. The Tribunal’s fees and expenses shall be reasonable taking into account time spent, the size and complexity of the case, and any other relevant circumstances. The ICDR shall designate appropriate rates of compensation for the Tribunal in consultation with the parties and the	Currently, in accordance with the Schedule of Fee and Costs, a filing fee of US\$ 1,750 in 2-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 counterclaims. A case management fee of 13% will be assessed against professional fees, including hearing time, pre- and post-hearing reading and research, and award preparation. The Tribunal’s fees will be calculated by reference to work done by its members and charged at rates appropriate for the circumstances of the case, including complexity and any special qualification(s) of the arbitrators.	Tribunal shall be reasonable, accounting for the amount in dispute, complexity of the subject matter, time spent by the arbitrators and other relevant circumstances of the case. If there is an institution or person acting as an appointing authority that applies a schedule or method for determining fees, the Tribunal shall take such schedule or method into account to the extent it considers appropriate in the circumstances of the case. The costs also includes items such as fees and expenses of the appointing authority and the Secretary General of the Permanent Court of Arbitration at The Hague.

Part 2: Comparing the DIAC Rules 2022 with the Rules of Key Arbitration Centres

	Middle East						Europe	Asia-Pacific	U.S.A.		International
Rules	Dubai International Arbitration Centre (“DIAC”) Rules 2022	Abu Dhabi Global Market (“ADGM”) Arbitration Regulations 2015 (as Amended by Amendment No 1 of 2020)	Abu Dhabi Commercial Conciliation & Arbitration Center (“ADCCAC”) Procedural Regulations of Arbitration	Bahrain Chamber for Dispute Resolution (“BCDR”) Rules of Arbitration 2017	Qatar International Centre for Conciliation and Arbitration (“QICCA”) Arbitration Rules 2012	Saudi Center for Commercial Arbitration (“SCCA”) Arbitration Rules 2021	Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”) Arbitration Rules 2017	Japan Commercial Arbitration Association (“JCAA”) Commercial Arbitration Rules 2021	International Centre for Dispute Resolution (“ICDR”) Rules 2021	Judicial Arbitration and Mediation Services (“JAMS”) International Arbitration Rules 2021	United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules 2013
							expenses of the Tribunal and SCC.		Tribunal. ICDR shall take into account the arbitrators’ stated rate of compensation and the size and complexity of the case.		
Cost allocation	Article 36 The apportionment of costs between the parties shall be fixed in the award.	Article 55(7) In fixing arbitration costs, the Tribunal may direct to whom, by whom, and in what manner, the whole or any part of the costs shall be paid. The apportionment of costs between the parties shall be fixed in the award.	Article 39 The apportionment of costs between the parties shall be determined in the award.	Articles 16.5 and 36 The Tribunal may allocate costs if it determines that allocation is reasonable with reference to the circumstances of the case and the rules, and/or to protect the efficiency and integrity of the arbitration.	Article 47 The costs of the arbitration shall in principle be borne by the unsuccessful party. The Tribunal may apportion costs if it determines that apportionment is reasonable taking into account the circumstances of the case.	Article 34 The Tribunal may allocate costs if it determines that allocation is reasonable taking into account the circumstances of the case, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.	Article 49 Unless otherwise agreed by the parties, the Tribunal shall, at the request of a party, apportion costs. The Tribunal shall have regard to the outcome of the case, each party’s contribution to the arbitration’s efficiency and expeditiousness, and any other relevant circumstances.	Article 80 The Tribunal may apportion costs between the parties, taking into account the parties’ conduct, the determination on the merits of the dispute, and any relevant circumstances.	Article 37 The Tribunal may allocate the costs between the parties if it deems allocation reasonable taking into account the circumstances of the case.	Articles 30 and 36 The Tribunal may apportion arbitration costs among the parties if it considers such apportionment reasonable taking into account the circumstances of the case. In apportioning costs, the Tribunal may take into account a party’s bad faith conduct.	Article 42 The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. The Tribunal may apportion costs if it determines that apportionment is reasonable taking into account the circumstances of the case. The allocation of costs shall be determined in the final award or in any other award if the Tribunal deems appropriate.