

	Key International Arbitration Rules									
Element	USA		Europe			Far East		Middle East		International
	ICDR Rules 2014	JAMS International Arbitration Rules 2016	LCIA Rules 2014	ICC Rules 2017	SCC Rules 2017	HKIAC Rules 2018	SIAC Rules 2016	DIAC Rules 2007	DIFC-LCIA Rules 2016	UNCITRAL Rules 2013
Location	New York with regional centres in Bahrain, Mexico City and Singapore	California with international headquarters in London	London, with regional centres in New Delhi, Dubai (DIFC) and Mauritius	Paris, with regional centres in Hong Kong, New York and Singapore	Stockholm	Hong Kong	Singapore	Dubai	DIFC	
Commencement	Article 2 The date the Administrator receives the Notice (which also amounts to the Statement of Claim)	Article 2 The date on which JAMS International receives the Request	Article 1 The date the Request is received by the Registrar	Article 4 The date the Request is received by the Secretariat	Article 8 The date the Request is received by SCC Institute	Article 4 The date the Notice is received by HKIAC	Article 3 The date the Notice is delivered to the Registrar	Article 4 The date the Request and the Registration Fee is received by DIAC	Article 1 The date the Request and Registration Fee is received by the DIFC-LCIA Registrar	Article 3 The date the Notice is received by the Respondent
Deadline for Response	Article 3 30 days after the commencement of the arbitration	Article 5 30 days from the receipt of the Request by Respondent	Article 2 28 days from the commencement date	Article 5 30 days from receipt of the Request from the Secretariat	Article 9 The time period for the Answer is set by the Secretariat	Article 5 30 days from receipt of the Notice of Arbitration	Rule 4 14 days from receipt of the Notice by Respondent	Article 5 30 days from the receipt of the Request from DIAC	Article 2 28 days from the Commencement Date	Article 4 30 days from the receipt of Notice by Respondent
Default number of Arbitrators	Article 11 Sole Arbitrator	Article 8 Sole Arbitrator or Three Arbitrators depending on complexity of case	Article 5 Sole Arbitrator	Article 12 Sole arbitrator or three arbitrators Unless the dispute warrants three arbitrators, the ICC will appoint a Sole Arbitrator if the parties haven't agreed on the number.	Article 16 Parties determine number of arbitrators. If no agreement, SCC will determine if the case warrants one or three arbitrators.	Article 6 HKIAC will decide if case is appropriate for sole arbitrator or panel of three.	Rule 9 Sole Arbitrator or Three Arbitrators depending on complexity of case	Article 8 Sole Arbitrator	Article 5 Sole Arbitrator	Article 7 Three Arbitrators
Time limit for challenging Arbitrator	Article 14 15 days from being notified of the appointment or becoming aware of the relevant circumstances	Article 10 15 days from being notified of the appointment or becoming aware of the relevant circumstances	Article 10 14 days from the formation of the Tribunal or becoming aware of the relevant circumstances	Article 14 30 days from receipt being notified of the appointment or becoming aware of relevant circumstances	Article 19 15 days from becoming aware of the relevant circumstances	Article 11 15 days from the confirmation of the arbitrator by HKIAC or becoming aware of the circumstances	Rule 14 14 days from being notified of the appointment or becoming aware of the relevant circumstances	Article 13 15 days from the formation of the Tribunal or becoming aware of the circumstances	Article 10 14 days from the formation of the Tribunal or becoming aware of the relevant circumstances	Article 13 15 days from being notified of the appointment or becoming aware of the relevant circumstances

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Jurisdictional challenges	Article 19 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration agreement Challenges to the Tribunal's jurisdiction should be submitted no later than the filing of the Answer to the claim or counterclaim giving rise to the objection	Article 18 The Tribunal will have the power to rule on the validity of the arbitration agreement Challenges should be raised no later than the Statement of Defence or the Reply	Article 23 The Tribunal has the power to rule on its own jurisdiction and authority including the validity of the arbitration agreement Challenges should be raised as soon as possible and not later than the statement of Defence	Article 6 The Tribunal will rule on the existence, validity and scope of the arbitration agreement. Any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal	Articles 11-12 Challenges to be made to the SCC board which is empowered to dismiss a case if the SCC manifestly lacks jurisdiction	Article 19 The Tribunal has the power to rule on its own jurisdiction and the validity or scope of the arbitration agreement Challenges should be raised in the Answer to the Notice of Arbitration, and shall be raised no later than the Statement of Defence	Rule 28 The Registrar has the power to review jurisdictional challenges before they are referred to SIAC The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration	Article 6 The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration agreement Challenges should be raised no later than the Statement of Defence or in Reply to the Counterclaim	Article 23 The Tribunal will rule on the validity of the arbitration agreement Challenges should be raised no later than the Statement of Defence or Reply to Counterclaim or may be considered irrevocably waived	Article 23 The Tribunal will have the power to rule on its own jurisdiction and the validity of the arbitration agreement Challenges should be raised no later than in the Statement of Defence or Reply to Counterclaim
Non-payment of the Advance on Costs	Article 36 The Administrator will inform the Parties if the costs are not paid in full so that one or more of them can make the required payment The failure to pay the required deposit shall be deemed a withdrawal of the respective claim or counterclaim	Article 36 If a Party fails to provide a deposit as directed by the Administrator, JAMS International may direct the other Party to pay to allow the arbitration to proceed (subject to any award on costs) The Tribunal has discretion to treat the failure to pay the required deposit as a withdrawal of the respective claim or counterclaim	Article 24 In the event that a Party fails to make a payment on account of costs the LCIA may direct the other Party to pay to allow the arbitration to proceed. The Party making the substitute payment can request an order to allow it to recover that amount as a debt (with interest) immediately due from the defaulting Party when the Tribunal is constituted	Article 1 A party that has already paid in full its share of the advance on costs fixed by the Court may pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.	Article 51 If one Party makes the required payment and the other Party does not, the Tribunal may, upon request, make a separate award for reimbursement of that payment	Article 41 If either Party fails to pay its share the other Party may pay the missing amount failing which the Tribunal may order suspension or termination of the proceedings.	Rule 27, 37 A Party is free to pay the unpaid costs should the other Party fail to pay its share. The Tribunal has the power to issue an award for unpaid costs of the arbitration	Appendix – Article 2 If either Party fails to pay its share the other Party may pay that share in cash or by providing an unconditional bank guarantee	Article 24 In the event that a party fails to make a payment on account of the arbitration costs the LCIA may direct the other party to effect substitute payment to allow the arbitration to proceed The Party making the substitute payment shall be entitled to recover that amount as a debt immediately due from the defaulting Party when the Tribunal is constituted	Article 43 If the required deposits are not paid in full within 30 days the Tribunal shall inform the Parties so that one or more can make the required payment

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Confidentiality	Article 37 Confidential information disclosed during the arbitration shall not be divulged by an Arbitrator or Administrator unless otherwise agreed The Award remains confidential unless otherwise agreed by the Parties The Tribunal can make orders concerning the confidentiality of the arbitration	Article 17 The Tribunal and the Administrator must maintain the confidentiality of the arbitration The Award remains confidential unless all the Parties consent to publication	Article 30 The Parties undertake as a general principle to keep confidential all Awards in the arbitration save if disclosure is required as part of a legal duty, to pursue a legal right or to challenge the Award in legal proceedings	Article 9 Unless prohibited by applicable law, proceedings and settlements are confidential. Settlements may be disclosed to the extent necessary for enforcement.	Article 3 The SCC and the Tribunal will maintain the confidentiality of the Award unless otherwise agreed by the Parties	Article 45 Unless the parties agree otherwise, no party may publish, disclose or communicate any information relating to the arbitration or any award made in the arbitration unless it is to pursue a legal right or enforce or challenge the award.	Rule 39 The Parties and the Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential	Article 41 The Parties undertake as a general principle to keep any Awards and all materials from the proceedings confidential save for the extent to which disclosure is required by legal duty, to pursue a legal right or to challenge the Award in legal proceedings	Article 30 The Parties undertake as a general principle to keep all Award and materials from the proceedings confidential save for the extent to which disclosure is required by legal duty, to pursue a legal right or to challenge the Award in legal proceedings	Article 28, 34 The hearings are confidential unless the Parties otherwise agree The Award may be made public in limited circumstances
Timeframe for issuing the Award	Article 30 The Award should be made no later than 60 days after the closing of the hearing (unless otherwise agreed by the Parties, specified by law or determined by the ICDR) If the International Expedited Procedures apply the Award must be made within 30 days from the date of closing	Article 34 The dispute should be heard and submitted to the Tribunal for decision within nine months after the preliminary conference required by Article 23, with the final award rendered within three months thereafter	No set timeframe	Article 31 Within 6 months from the date of the last signature of Terms of Reference, unless the Court has fixed a different time limit based on the procedural timetable established by the Tribunal Can be extended upon reasoned request from the Tribunal or on the Court's own initiative	Article 43 6 months from the date of Referral to the SCC. Can be extended upon reasoned request from the Tribunal Can be extended by the Board upon a reasoned request from the Tribunal or if otherwise deemed necessary	Article 31.2 Within three months from the closure of the proceedings or relevant phase of the proceedings. This time limit may be extended by the HKIAC or party agreement	Rule 32 Draft Award to be submitted to the Registrar 45 days from the date on which the Tribunal declared the proceedings closed Can be extended by the Parties or by the Registrar	Article 36 6 months from the date the Arbitrator receives the file Can be extended for an additional 6 months by the Tribunal The Executive Committee may extend the time limit further upon a reasoned request from the Tribunal or on its own initiative	No set timeframe	No set timeframe

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Expedited procedure	Article 1 The International Expedited Procedure is available where there is no claim or counterclaim exceeding \$250,000 excluding interest and the costs of the arbitration. Parties may also agree to use the expedited procedure Unless otherwise agreed claims involving \$100,000 or less are decided on the basis of written submissions alone	Article 22 Expedited procedure of the Tribunal is available if the aggregate amount in dispute is less than USD 5 million or the parties agree or by application to JAMS International in exceptionally urgent circumstances	Articles 9A-C Expedited formation of the Tribunal available on application in cases of exceptional urgency	Article 30 The Expedited Procedure Rules may apply if the amount does not exceed \$2,000, 000 or the parties so agree	Not available under these rules but a separate set of rules for SCC Expedited Arbitrations are available	Article 42 Expedited Procedure applies upon application to the HKIAC and the amount in dispute does not exceed HKD 25 million, the parties agree or in cases of exceptional urgency.	Rule 5 Expedited procedure available on application to the Registrar in limited circumstances including in cases of exceptional urgency	Article 12 Expedited formation of the Tribunal is available by written request in cases of exceptional urgency	Article 9 Expedited formation of the Tribunal available on application in cases of exceptional urgency	Not available
Summary dismissal provisions	No summary dismissal provisions specified	Article 26 The Tribunal may permit any party to file an application for summary disposition of a particular claim or issue, either by agreement of all interested parties or at the request of one party, provided other interested parties have reasonable notice to respond to the request	No summary dismissal provisions specified	No summary dismissal provisions specified	Article 39 A party may request that the Tribunal decide one or more issues of fact or law by summary procedure. Such issues may concern jurisdiction admissibility or the merits. The request should specify the form of summary procedure proposed, and that such procedure is appropriate in all circumstances of the case.	Article 43 A party may request that the Tribunal determines a point of law or fact that is manifestly without merit or manifestly outside of the tribunal's jurisdiction, or a point of law or fact that, assuming it is correct, would not result in an award rendered in favour of the party that submitted such point.	Rule 29 A party may apply to the Tribunal for the early dismissal of a claim on the basis that: (a) a claim or defence is manifestly without merit; or (b) a claim or defence is manifestly outside the jurisdiction of the Tribunal.	No summary dismissal provisions specified	No summary dismissal provisions specified	No summary dismissal provisions specified

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Interim measures prior to constitution of Tribunal	Article 6 A party may apply for emergency relief before the constitution of the Tribunal. An Emergency Arbitrator shall determine the application and has the power to order or award any interim or conservancy measures that s/he deems necessary	Article 3 A party may apply for emergency relief prior to the appointment of an Arbitrator. An Emergency Arbitrator shall determine the application and shall enter an order or award granting or denying the relief sought	Article 9B A party may apply for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings pending formation of the Tribunal. This Emergency Arbitrator shall determine the application and may make any order or award which the Tribunal could make	Article 29 and Appendix V A party may apply for urgent interim or conservatory measures before the case file is transmitted to the Tribunal. An emergency arbitrator shall determine the application, and his/her determination shall take the form of an order	Appendix II A party may apply for the appointment of an Emergency Arbitrator until the case has been referred to the Tribunal. The Emergency Arbitrator shall determine the application for interim relief and has the power to order or award any interim relief that s/he deems necessary	Article 23 and Schedule 4 A party may apply for urgent interim or conservatory relief prior to the constitution of the arbitral tribunal. An Emergency Arbitrator shall determine the application, and may order or award any interim measures it deems necessary or appropriate	Rule 30.2 and Schedule 1 A party may file an application for emergency interim relief before the constitution of the Tribunal. An Emergency Arbitrator shall determine the application and has the power to order or award any interim relief that s/he deems necessary	Not available	Article 9B A party may apply for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings pending formation of the Tribunal. This Emergency Arbitrator shall determine the application and may make any order or award which the Tribunal could make	Not available
Interim measures after constitution of Tribunal	Article 24 The Tribunal may take whatever measures it deems necessary including injunctive relief and measures for the protection of property	Article 32 The Tribunal has the power to take whatever interim measures it deems necessary including injunctive relief, measures for the protection of property and measures to secure the payment of any potential Award	Article 25 The Tribunal has the power to order the Parties to pay security for costs, to make orders concerning the property or any other order for provisional relief	Article 28 Unless otherwise agreed, the Tribunal may order any interim or conservatory measure it deems appropriate	Article 37 The Tribunal has the power to order any interim measure it deems appropriate	Article 23 The Tribunal has the power to order any interim measure it deems appropriate	Rule 30 The Tribunal has the power to order any interim relief it deems appropriate	Article 31 The Tribunal may issue any interim or conservatory measures it deems necessary including injunctions and conservation orders	Article 25 The Tribunal has the power to order the Parties pay security for costs, to make orders concerning property or any other order for provisional relief	Article 26 The Tribunal has the power to order interim measures including measure to maintain or restore the status quo pending determination and measures to preserve assets/ evidence

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Arbitration costs	Article 34-35 As soon as practicable after commencement of the arbitration the Administrator shall designate appropriate rates of compensation for the Arbitrators. The costs shall be fixed in the Award Initial Filing Fee payable as per Fee Schedule, the cost will be in the range of \$750-\$11,000 depending on the value of the claim	Article 37 The Tribunals' fees will be calculated by reference to work done by its members and charged at rates appropriate for the circumstances Filing Fee of \$1500 per party is payable by the Claimant	Article 28 The costs shall be determined by the LCIA on a time basis in accordance with the LCIA Schedule of Costs. The amount shall be fixed in the Award Registration Fee of £1750 is payable	Article 38 The costs of the arbitration shall include the fees and expenses of the arbitrators and the ICC administrative expenses fixed by the Court, in accordance with the scales in force at the time of the commencement of the arbitration. Filing Fee of \$5,000 is payable	Article 49 Before making the final Award the Tribunal will request that the SCC Board finally determines the arbitration costs in accordance with the SCC Schedule of Costs Registration Fee of EUR 3000 is payable (EUR 2500 if using the Rules for Expedited Arbitrations)	Schedule 1 HKIAC will be determined based upon the Schedule to the Rules which takes into account the aggregate amount in dispute The Registration Fee is available on the HKIAC website and currently set at HKD 8,000	Rule 35 The Registrar will determine the costs of the arbitration in accordance with the SIAC Schedule of Fees. In exceptional circumstances an additional fee may be permitted Case Filing Fee of S\$2140 for Singapore Parties and S\$2000 for Overseas Parties is payable	Article 37 The administrative fees will be fixed in relation to the amount in dispute as per the DIAC Table of Fees and Costs Registration Fee of DHS 5000 is payable	Article 28 Administrative charges and fees of the Tribunal are calculated on a time basis in accordance with the DIFC-LCIA Schedule of Costs Registration Fee of AED 10,000 is payable	Article 40-41 The fees and expenses of the Arbitrators will be reasonable in the circumstances. The Tribunal shall fix costs in the Award
Cost allocation	Article 34-35 The Tribunal may allocate the costs between the Parties if it considers allocation reasonable, taking into account the circumstances of the case	Article 31, 37 The Tribunal may apportion arbitration costs among the parties if it considers apportion 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 28 The Tribunal has the power to order that legal or other expenses incurred by a Party be paid by another Party and will base its decision on the general principle that costs should reflect the Parties' relative success	Article 37 The Tribunal has discretion as to how to allocate the costs between the Parties and shall take into account such circumstances as it considers relevant including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner	Article 50 The Tribunal is empowered to order one Party to pay any reasonable costs incurred by the other Party	Article 34 The Tribunal will decide the apportionment of costs of the arbitration in its award based upon its judgement of what is reasonable in the circumstances.	Rule 37 The Tribunal has authority to order that legal and other costs of one Party are paid by the other	Article 37 The apportionment of costs between the Parties shall be fixed by the Award. An Award can be rendered solely for costs	Article 28 The Tribunal has the power to order that legal or other expenses incurred by a Party be paid by another Party and will base its decision on the general principle that costs should reflect the Parties' relative success	Article 42 The costs of the arbitration are, in principle, borne by the unsuccessful Party but the Tribunal can apportion if appropriate

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Perceived advantages	<p>Rules promote mediation and permit Parties to agree to mediate at any time during arbitration proceedings, encouraging early settlement</p> <p>The Notice also comprises the Statement of Claim which makes the procedure quicker</p> <p>Availability of expedited procedure under which the Award should be rendered within 30 days from closing</p> <p>Any Party can request that a consolidation Arbitrator is appointed. The consolidation Arbitrator will have the power to consolidate two or more arbitrations</p>	<p>Access to the JAMS electronic filing system for filing, serving and accessing arbitration documents</p> <p>Mediator-In-Reserve policy encouraging early settlement</p> <p>Specialist team of insurance Arbitrators and mediators</p>	<p>Long established institution and widely respected</p> <p>Rules particularly well suited to London-seated arbitrations because they are drafted to fit with the UK Arbitration Act 1996</p> <p>Calculation of cost on a time rather than value of claims basis is sometimes thought to lead to lower costs</p> <p>There is provision for an expedited formation of the Tribunal</p> <p>Proceedings can be consolidated in certain circumstances subject to the approval of the LCIA</p> <p>The rules impose a confidentiality undertaking on the Parties</p>	<p>The ICC is sometimes considered the leading institution in terms of the volume and significance of cases</p> <p>The Terms of Reference can help narrow the issues in dispute early in the process</p> <p>Scrutiny of the Award by the ICC Court which ensures a high standard of Award writing, albeit scrutiny does not usually extend to the substance of the decision</p> <p>Proceedings can be consolidated on request by a Party in certain circumstances</p> <p>From 1 January 2016 the ICC has indicated it will improve transparency and seek to reduce the risk of arguments of bias by publishing information on individual arbitrators</p>	<p>Perceived neutrality of the institution</p> <p>Historically often used for disputes involving Russian, CIS and other Eastern European counter parties. The pool of Arbitrators includes several with Russian fluency</p> <p>New claims can be consolidated on request by a Party in certain circumstances</p>	<p>Recently referred to as the "Most Improved" institution and one of the most used institutions outside of Europe from user surveys</p> <p>Institution is used to and capably deals with parties from the Mainland</p> <p>Good record of enforcement in the Mainland</p>	<p>Relative speed. The Award ought to be provided in draft in 45 days</p> <p>Arbitrator appointments are made from a panel</p> <p>Perceived neutrality compared to other arbitral institutions in China</p>	<p>A flexible set of arbitration rules used in the UAE and elsewhere in the Middle East</p> <p>A number of DIAC Arbitrators have specialised construction experience</p> <p>The rules impose a confidentiality undertaking on the Parties</p>	<p>Access to the LCIA's extensive database of Arbitrators</p> <p>Supervised by the LCIA rather than the DIFC courts</p> <p>The DIFC courts can ratify and enforce arbitral Awards within the jurisdiction, avoiding the Dubai court system. The DIFC courts can also "convert" an arbitral Award into a UAE judgment pursuant to the Protocol of Enforcement, which allows enforcement against on-shore assets without the ratification procedure</p>	<p>Perceived neutrality of the institution</p> <p>Useful where Parties cannot agree on a set of rules or a designated institution</p> <p>Possible reduced administrative costs because it is not run through an arbitral institution</p>

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Perceived disadvantages	<p>Perceived as US-centric, with lists of Arbitrators consisting of a majority of domestic candidates</p> <p>No institutional scrutiny of Awards</p> <p>The rules provide that the Tribunal and ICDR keep the arbitration confidential but do not impose a confidentiality requirement on the Parties</p>	<p>Perceived as US-centric</p> <p>The rules provide that the Tribunal and JAMS maintain the confidential nature of the arbitration but do not impose a confidentiality requirement on the Parties</p> <p>No institutional scrutiny of the Award</p>	<p>Perceived as London-centric</p> <p>No set time frame for issue of the Award</p> <p>No institutional scrutiny of the Award</p>	<p>Costs and time are increased by the need for Terms of Reference and the scrutiny of the Award by the ICC Court</p> <p>Terms of Reference may cause challenge/enforcement problems</p> <p>No express duty of confidentiality is imposed on the Parties</p> <p>Sometimes said to be bureaucratic</p>	<p>Swedish courts can be slow to grant interim remedies</p> <p>Appointment by SCC Institute, but no panel</p>	<p>Perceived as Asia-centric</p> <p>No institutional scrutiny of the Award</p>	<p>No institutional scrutiny of the Award</p> <p>The rules provide that the Tribunal and SIAC keep the arbitration confidential but do not impose a confidentiality requirement on the Parties</p>	<p>The successful Party will ultimately need to go to the Dubai courts for on-shore enforcement in the UAE</p> <p>No set time frame for issue of the Award</p> <p>No institutional scrutiny of the Award</p>	<p>Administrative costs are likely to be higher than DIAC.</p> <p>No set time frame for issue of the Award</p> <p>No institutional scrutiny of the Award</p>	<p>The lack of institutional administration (unless adopted by agreement) can result in delay</p> <p>The lack of an institutional rate of fees can result in increased cost</p> <p>The rules make the hearings confidential but do not impose a confidentiality requirement on the Parties</p> <p>No set time frame for issue of the Award</p> <p>No institutional scrutiny of the Awards, although Parties can request that the Tribunal 'interpret' the Award</p>