

## 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 2013	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	Dubai (DIFC)	
Commencement	<b>Article 2</b> The date the Administrator receives the Notice (which also amounts to the Statement of Claim)	<b>Article 2</b> The date on which JAMS International receives the Request	<b>Article 1</b> The date the Request is received by the Registrar	<b>Article 4</b> The date the Request is received by the Secretariat	<b>Article 8</b> The date the Request is received by SCC Institute	<b>Article 4</b> The date the Notice is received by HKIAC	<b>Article 3</b> The date the Notice is delivered to the Registrar	<b>Article 4</b> The date the Request and the Registration Fee is received by DIAC	<b>Article 1</b> The date the Request and Registration Fee is received by the DIFC-LCIA Registrar	<b>Article 3</b> The date the Notice is received by the Respondent
Deadline for Response	<b>Article 3</b> 30 days after the commencement of the arbitration	<b>Article 5</b> 30 days from the receipt of the Request by Respondent	<b>Article 2</b> 28 days from the commencement date	<b>Article 5</b> 30 days from receipt of the Request from the Secretariat	<b>Article 9</b> The time period for the Answer is set by the Secretariat	<b>Article 5</b> 30 days from receipt of the Notice of Arbitration	<b>Rule 4</b> 14 days from receipt of the Notice by Respondent	<b>Article 5</b> 30 days from the receipt of the Request from DIAC	<b>Article 2</b> 28 days from the Commencement Date	<b>Article 4</b> 30 days from the receipt of Notice by Respondent
Default number of Arbitrators	<b>Article 11</b> Sole Arbitrator	<b>Article 8</b> Sole Arbitrator or Three Arbitrators depending on complexity of case	<b>Article 5</b> Sole Arbitrator	<b>Article 12</b> 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.	<b>Article 16</b> Parties determine number of arbitrators. If no agreement, SCC will determine if the case warrants one or three arbitrators.	<b>Article 6</b> HKIAC will decide if case is appropriate for sole arbitrator or panel of three.	<b>Rule 9</b> Sole Arbitrator or Three Arbitrators depending on complexity of case	<b>Article 8</b> Sole Arbitrator	<b>Article 5</b> Sole Arbitrator	<b>Article 7</b> Three Arbitrators
Time limit for challenging Arbitrator	<b>Article 14</b> 15 days from being notified of the appointment or becoming aware of the relevant circumstances	<b>Article 10</b> 15 days from being notified of the appointment or becoming aware of the relevant circumstances	<b>Article 10</b> 14 days from the formation of the Tribunal or becoming aware of the relevant circumstances	<b>Article 14</b> 30 days from receipt being notified of the appointment or becoming aware of relevant circumstances	<b>Article 19</b> 15 days from becoming aware of the relevant circumstances	<b>Article 11</b> 15 days from the confirmation of the arbitrator by HKIAC or becoming aware of the circumstances	<b>Rule 14</b> 14 days from being notified of the appointment or becoming aware of the relevant circumstances	<b>Article 13</b> 15 days from the formation of the Tribunal or becoming aware of the circumstances	<b>Article 10</b> 14 days from the formation of the Tribunal or becoming aware of the relevant circumstances	<b>Article 13</b> 15 days from being notified of the appointment or becoming aware of the relevant circumstances

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Jurisdictional challenges	<p><b>Article 19</b></p> <p>The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration agreement</p> <p>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</p>	<p><b>Article 18</b></p> <p>The Tribunal will have the power to rule on the validity of the arbitration agreement</p> <p>Challenges should be raised no later than the Statement of Defence or the Reply</p>	<p><b>Article 23</b></p> <p>The Tribunal has the power to rule on its own jurisdiction and authority including the validity of the arbitration agreement</p> <p>Challenges should be raised as soon as possible and not later than the statement of Defence</p>	<p><b>Article 6</b></p> <p>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</p>	<p><b>Articles 11-12</b></p> <p>Challenges to be made to the SCC board which is empowered to dismiss a case if the SCC manifestly lacks jurisdiction</p>	<p><b>Article 19</b></p> <p>The Tribunal has the power to rule on its own jurisdiction and the validity or scope of the arbitration agreement</p> <p>Challenges should be raised in the Answer to the Notice of Arbitration, and shall be raised no later than the Statement of Defence</p>	<p><b>Rule 28</b></p> <p>The Registrar has the power to review jurisdictional challenges before they are referred to SIAC</p> <p>The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration</p>	<p><b>Article 6</b></p> <p>The Tribunal has the power to rule on its own jurisdiction and the validity of the arbitration agreement</p> <p>Challenges should be raised no later than the Statement of Defence or in Reply to the Counterclaim</p>	<p><b>Article 23</b></p> <p>The Tribunal will rule on the validity of the arbitration agreement</p> <p>Challenges should be raised no later than the Statement of Defence or Reply to Counterclaim or may be considered irrevocably waived</p>	<p><b>Article 23</b></p> <p>The Tribunal will have the power to rule on its own jurisdiction and the validity of the arbitration agreement</p> <p>Challenges should be raised no later than in the Statement of Defence or Reply to Counterclaim</p>
Non-payment of the Advance on Costs	<p><b>Article 36</b></p> <p>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</p> <p>The failure to pay the required deposit shall be deemed a withdrawal of the respective claim or counterclaim</p>	<p><b>Article 36</b></p> <p>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)</p> <p>The Tribunal has discretion to treat the failure to pay the required deposit as a withdrawal of the respective claim or counterclaim</p>	<p><b>Article 24</b></p> <p>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.</p> <p>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</p>	<p><b>Article 1</b></p> <p>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.</p>	<p><b>Article 51</b></p> <p>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</p>	<p><b>Article 40</b></p> <p>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.</p>	<p><b>Rule 27, 37</b></p> <p>A Party is free to pay the unpaid costs should the other Party fail to pay its share.</p> <p>The Tribunal has the power to issue an award for unpaid costs of the arbitration</p>	<p><b>Appendix – Article 2</b></p> <p>If either Party fails to pay its share the other Party may pay that share in cash or by providing an unconditional bank guarantee</p>	<p><b>Article 24</b></p> <p>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</p> <p>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</p>	<p><b>Article 43</b></p> <p>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</p>

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Confidentiality	<p><b>Article 37</b> 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</p>	<p><b>Article 17</b> The Tribunal and the Administrator must maintain the confidentiality of the arbitration The Award remains confidential unless all the Parties consent to publication</p>	<p><b>Article 30</b> 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</p>	<p><b>Article 9</b> Unless prohibited by applicable law, proceedings and settlements are confidential. Settlements may be disclosed to the extent necessary for enforcement.</p>	<p><b>Article 3</b> The SCC and the Tribunal will maintain the confidentiality of the Award unless otherwise agreed by the Parties</p>	<p><b>Article 42</b> 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.</p>	<p><b>Rule 39</b> The Parties and the Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential</p>	<p><b>Article 41</b> 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</p>	<p><b>Article 30</b> 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</p>	<p><b>Article 28, 34</b> The hearings are confidential unless the Parties otherwise agree The Award may be made public in limited circumstances</p>
Timeframe for issuing the Award	<p><b>Article 30</b> 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</p>	<p><b>Article 34</b> 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</p>	No set timeframe	<p><b>Article 31</b> 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</p>	<p><b>Article 43</b> 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</p>	No set timeframe	<p><b>Rule 32</b> 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</p>	<p><b>Article 36</b> 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</p>	No set timeframe	No set timeframe

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Expedited procedure	<p><b>Article 1</b> 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</p> <p>Unless otherwise agreed claims involving \$100,000 or less are decided on the basis of written submissions alone</p>	<p><b>Article 22</b> 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</p>	<p><b>Articles 9A-C</b> Expedited formation of the Tribunal available on application in cases of exceptional urgency</p>	<p><b>Article 30</b> The Expedited Procedure Rules may apply if the amount does not exceed \$2,000, 000 or the parties so agree</p>	<p><b>Article 39</b> Expedited Procedures are not available under these rules but under a separate set of SCC rules for Expedited Arbitrations.</p> <p>However, the Tribunal, at the request of one of the parties, may decide one or more issues of fact or law (on jurisdiction, admissibility or the merits) without undertaking every procedural step otherwise required in the arbitration</p>	<p><b>Article 41</b> 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</p>	<p><b>Rule 5, 29</b> Expedited procedures available on application to the Registrar in limited circumstances including in cases of exceptional urgency.</p> <p>The Tribunal, at the request of one of the parties, also may make an early dismissal of a claim or defense which is manifestly without legal merit or manifestly outside the jurisdiction of the Tribunal.</p>	<p><b>Article 12</b> Expedited formation of the Tribunal is available by written request in cases of exceptional urgency</p>	<p><b>Article 9</b> Expedited formation of the Tribunal available on application in cases of exceptional urgency</p>	Not available
Interim measures	<p><b>Article 24</b> The Tribunal may take whatever measures it deems necessary including injunctive relief and measures for the protection of property</p>	<p><b>Article 32</b> 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</p>	<p><b>Article 25</b> 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</p>	<p><b>Article 28</b> Unless otherwise agreed, the Tribunal may order any interim or conservatory measure it deems appropriate</p>	<p><b>Article 37</b> The Tribunal has the power to order any interim measure it deems appropriate</p>	<p><b>Article 23</b> The Tribunal has the power to order any interim measure it deems appropriate</p>	<p><b>Rule 30</b> The Tribunal has the power to order any interim relief it deems appropriate</p>	<p><b>Article 31</b> The Tribunal may issue any interim or conservatory measures it deems necessary including injunctions and conservation orders</p>	<p><b>Article 25</b> 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</p>	<p><b>Article 26</b> 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</p>

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Arbitration costs	<p><b>Article 34-35</b></p> <p>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</p> <p>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</p>	<p><b>Article 37</b></p> <p>The Tribunals' fees will be calculated by reference to work done by its members and charged at rates appropriate for the circumstances</p> <p>Filing Fee of \$1500 per party is payable by the Claimant</p>	<p><b>Article 28</b></p> <p>The costs shall be determined by the LCIA on a time basis in accordance with the LCIA Schedule of Costs. The amount shall be fixed in the Award</p> <p>Registration Fee of £1750 is payable</p>	<p><b>Article 38</b></p> <p>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.</p> <p>Filing Fee of \$5,000 is payable</p>	<p><b>Article 49</b></p> <p>Before making the final Award the Tribunal will request that the SCC Board finally determines the arbitration costs in accordance with the SCC Schedule of Costs</p> <p>Registration Fee of EUR 3000 is payable (EUR 2500 if using the Rules for Expedited Arbitrations)</p>	<p><b>Schedule 1</b></p> <p>HKIAC will be determined based upon the Schedule to the Rules which takes into account the aggregate amount in dispute</p> <p>The Registration Fee is available on the HKIAC website and currently set at HKD 8,000</p>	<p><b>Rule 35</b></p> <p>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</p> <p>Case Filing Fee of S\$2140 for Singapore Parties and S\$2000 for Overseas Parties is payable</p>	<p><b>Article 37</b></p> <p>The administrative fees will be fixed in relation to the amount in dispute as per the DIAC Table of Fees and Costs</p> <p>Registration Fee of DHS 5000 is payable</p>	<p><b>Article 28</b></p> <p>Administrative charges and fees of the Tribunal are calculated on a time basis in accordance with the DIFC-LCIA Schedule of Costs</p> <p>Registration Fee of AED 10,000 is payable</p>	<p><b>Article 40-41</b></p> <p>The fees and expenses of the Arbitrators will be reasonable in the circumstances.</p> <p>The Tribunal shall fix costs in the Award</p>
Cost allocation	<p><b>Article 34-35</b></p> <p>The Tribunal may allocate the costs between the Parties if it considers allocation reasonable, taking into account the circumstances of the case</p>	<p><b>Article 31, 37</b></p> <p>The Tribunal may apportion arbitration costs among the parties if it considers apportion reasonable, taking into account the circumstances of the case.</p> <p>In apportioning costs the Tribunal may take into account a Party's bad faith conduct</p>	<p><b>Article 28</b></p> <p>The Tribunal has the power to order that legal or other expenses incurred by a Party be paid by another Party and will base its decision on the general principle that costs should reflect the Parties' relative success</p>	<p><b>Article 37</b></p> <p>The Tribunal has discretion as to how to allocate the costs between the Parties and shall take into account such circumstances as it considers relevant including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner</p>	<p><b>Article 50</b></p> <p>The Tribunal is empowered to order one Party to pay any reasonable costs incurred by the other Party</p>	<p><b>Article 33</b></p> <p>The Tribunal will decide the apportionment of costs of the arbitration in its award based upon its judgement of what is reasonable in the circumstances.</p>	<p><b>Rule 37</b></p> <p>The Tribunal has authority to order that legal and other costs of one Party are paid by the other</p>	<p><b>Article 37</b></p> <p>The apportionment of costs between the Parties shall be fixed by the Award. An Award can be rendered solely for costs</p>	<p><b>Article 28</b></p> <p>The Tribunal has the power to order that legal or other expenses incurred by a Party be paid by another Party and will base its decision on the general principle that costs should reflect the Parties' relative success</p>	<p><b>Article 42</b></p> <p>The costs of the arbitration are, in principle, borne by the unsuccessful Party but the Tribunal can apportion if appropriate</p>

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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>The inclusion of the Summary Procedure in the 2017 rules giving the Tribunal the ability to decide an issue based upon a Summary Procedure without all of the steps otherwise required in an arbitration is seen to enhance the efficiency of the process.</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>The explicit ability to request early dismissal of claims or defences manifestly without legal merit or manifestly beyond the jurisdiction of the Tribunal will increase efficiency and likely reduce costs</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>Parties may not want to have certain claims or defences decided, at the Tribunal's discretion, through a Summary Procedure rather than the normal procedures required under the Rules</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>