

Alternatives

TO THE HIGH COST OF LITIGATION

SPECIAL ISSUE of the Newsletter of the International Institute for Conflict Prevention & Resolution

VOL. 41 NO. 11 • DECEMBER 2023

ADR Procedures

An Exclusive Comparison of Selected, Current International Arbitration Rules

On Page 167 inside, *Alternatives* presents a special full-issue feature comparison of the current rules from five major administrative bodies in the international arbitration field. When using the rules, best practice is to check the latest versions for the exact current wording in the comparison categories, available at the organizations' websites listed at the top of the chart.

Practitioners are also advised to carefully consider the consequences of selecting one set of rules over another as the subtle differences between the sets of rules may align with, or frustrate, clients' strategic or tactical needs. This advice is as important for corporate counsel negotiating an arbitration clause within a commercial agreement as it is to outside counsel engaged after a dispute has arisen. While the choice of governing

rules generally follows the selection of the administering body, it may fairly be said that the former is more important than the latter.

The leading providers' rules that are the subject of this comparison feature are from CPR: International Institute for Conflict Prevention and Resolution (www.cpradr.org) ICC: International Chamber of Commerce (<https://iccwbo.org>); ICDR/AAA: International Centre for Dispute Resolution/American Arbitration Association (www.icdr.org); LCIA: London Court of International Arbitration (<https://www.lcia.org>), and UNCITRAL: United Nations Commission on International Trade Law (<https://uncitral.un.org>).

The CPR Institute is the publisher of this newsletter. The CPR Institute's ADR provider arm, CPR Dispute Resolution Services LLC, at <https://drs.cpradr.org>, offers a variety of arbitration and other dispute resolution rules, including administered and non-administered, domestic and international arbitration rules, as well as fast-track procedures. A direct link to 13 sets of CPR arbitration rules, as well as seven sets of previous versions, which may still be the subject of contract provisions, can be found at <https://drs.cpradr.org/rules/arbitration>.

Similarly, the American Arbitration Association's International Centre for Dispute Resolution provides multiple rules sets and previous versions at https://www.icdr.org/rules_forms_fees.

Coming in January

In January 2024, our "A Note from the U.K." columnist Adam Samuel will return with a look at typical family fights that affect family businesses, which is big business for neutrals, litigators, and courts world-wide.

The LCIA and UNCITRAL, linked in the chart, provide earlier versions of their respective rules.

Please note that while some brief commentary is provided on the rules within the table, practitioners may choose to seek out more in-depth sources of commentary for analysis of the rules and their application in practice.

The five sets of rules examined in this issue do not, of course, represent the complete universe of international arbitration rules. There are many other important national and regional arbitral organizations and rules sets.

This comparison is based on earlier *Alternatives* features authored by New York/Connecticut attorney-mediator Steven A. Certilman (see www.certilman.com), whose commentary is retained in this version where applicable. This chart was updated by CPR Institute interns including Jonathan Baccay, Andrew Ling, Sakshi Solanki, Yixian Sun, Marcela Verissimo, Michael Yan, and Maximilian Zorn, as well as *Alternatives* editor Russ Bleemer.

ADR PROCEDURES 165

CPR NEWS 166



PLEASE TURN TO PAGE 167

FOR THE COMPARISON OF THESE INTERNATIONAL PROVIDER RULES.

CPR News


Alternatives on the Move

Alternatives to the High Cost of Litigation will be announcing a new publishing program beginning in March 2023.

To ensure continued service, subscribers to *Alternatives* via our longtime publisher John Wiley & Sons should send their current email address as soon as possible to Alternatives@cpradr.org.

The CPR Institute will announce new access for *Alternatives* archives for all content since the publication was founded in January 1983, replacing the Wiley Online Library, which will be available until February 28, 2024, at altnewsletter.com. Articles dating back to 1991 will continue to be available on Lexis and Westlaw. Beginning with our March 2024 issue, *Alternatives* will be online only.

CPR will email issues to all general subscribers as well as CPR Institute members, who will continue to receive *Alternatives* as a benefit of membership. Print subscribers will be converted to online access. We will continue to deliver the same award-winning content you expect, now exclusively in an online format.


So please update your contacts at the email address above. And for special library considerations or other questions, please email at the above address. 

Register in December for CPR's 2024 Annual Meeting in Philadelphia

Save the date and act soon: The CPR Institute's Annual Meeting is set for Wednesday, March 6, through Friday, March 8.

Registration was set to open on the CPR Institute's website around press time, and session topics were being readied. Please visit www.cpradr.org/events/2024-annual-meeting for updates and early-bird pricing.

The CPR 2024 Annual Meeting's theme is "Freedom and Independence in ADR." The site is in Philadelphia, at the Westin Hotel.

Some sponsorship opportunities are still available—see the brochure at <https://bit.ly/46293pg>. For remaining available sponsorship slots and questions, contact CPR Institute Senior Vice President Helena Tavares Erickson at herickson@cpradr.org. 

Alternatives



WILEY

Editor:
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ALTERNATIVES TO THE HIGH COST OF LITIGATION, (Print ISSN: 1549-4373; Online ISSN: 1549-4381), is published monthly, except bimonthly in July/August on behalf of International Institute for Conflict Prevention & Resolution by Wiley Periodicals LLC, 111 River St., Hoboken, NJ 07030-5774.

Postmaster: Send all address changes to *ALTERNATIVES TO THE HIGH COST OF LITIGATION*, Wiley Periodicals LLC, c/o The Sheridan Press, PO Box 465, Hanover, PA 17331 USA.

Information for subscribers: *Alternatives to the High Cost of Litigation* is published in 11 issues per year. Subscription prices for 2023 are: **Institutional Print + Online:** \$627 (The Americas), £326 (UK), €407 (Europe), \$627 (rest of the world). **Institutional Online Only:** \$558 (The Americas), £290 (UK), €362 (Europe), \$558 (rest of the world). **Institutional Print Only:** \$582 (The Americas), £303 (UK), €378 (Europe), \$582 (rest of the world). **Personal Print + Online:** \$258 (The Americas), £164 (UK), €226 (Europe), \$334 (rest of the world). **Personal Online Only:** \$176 (The Americas), £135 (UK), €162 (Europe), \$176 (rest of the world). **Personal Print Only:** \$234 (The Americas), £161 (UK), €226 (Europe), \$311 (rest of the world). Prices are exclusive of tax. Asia-Pacific GST, Canadian GST/HST and European VAT will be applied at the appropriate rates. For more information on current tax rates, please go to <https://onlineinlibrary.wiley.com/library-info/products/price-lists/payment>. The price includes online access to the current and all online backfiles for previous 5 years, where available. For other pricing options, including access information and terms and conditions, please visit <https://onlineinlibrary.wiley.com/library-info/products/price-lists>. Terms of use can be found here: <https://onlineinlibrary.wiley.com/terms-and-conditions>.

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Publisher: *Alternatives to the High Cost of Litigation* is published by Wiley Periodicals LLC, 111 River St., Hoboken, NJ 07030-5774. Email: cs-journals@wiley.com; Tel: +1 877 762 2974.

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For submission instructions, subscription and all other information visit: wileyonlinelibrary.com/journal/alt.
For reprint inquiries or to order reprints please call 201.748.8789 or e-mail reprints@wiley.com.
View this journal online at wileyonlinelibrary.com/journal/alt.
Printed in the USA by The Sheridan Group.

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An Exclusive Comparison of Selected, Current International Arbitration Rules

CONTINUED FROM INTERNATIONAL ARBITRATION RULES COMPARISON INTRODUCTION FROM FRONT COVER.

TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
	International Institute for Conflict Prevention and Resolution	International Chamber of Commerce	International Centre for Dispute Resolution/American Arbitration Association	London Court of International Arbitration	United Nations Commission on International Trade Law
	<p>https://www.cpradr.org Direct: 2019 Administered Arbitration Rules: https://drs.cpradr.org/rules/arbitration/administered-arbitration-rules-2019 2019 CPR Rules for Administered Arbitration of International Disputes: https://drs.cpradr.org/rules/international/arbitration/2019-international-administered-arbitration-rules</p>	<p>http://www.iccwbo.org Direct: https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/rules-procedure/2021-arbitration-rules/</p>	<p>https://www.icdr.org/ Direct: https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules_1.pdf?utm_source=icdr-website&utm_medium=rules-page&utm_campaign=rules-intl-update-1mar</p>	<p>https://www.lcia.org/ Direct: https://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2020.aspx</p>	<p>https://uncitral.un.org/ Direct: https://uncitral.un.org/en/texts/arbitration/contractualtexts/arbitration</p>
General (taken from materials produced by administrator)	<p>2019 CPR Rules for Administered Arbitration of International Disputes. Promulgated and effective March 1, 2019. Separate International Non-Administered Arbitration Rules have also been adopted. Effective July 1, 2022, all references in Rules, Procedures, Protocols, Model Procedural Orders, Model Clauses and Guidelines to the International Institute for Conflict Prevention and Resolution Inc. or CPR shall be deemed a reference to CPR Dispute Resolution Services LLC.</p>	<p>Current version is the 2021 Arbitration Rules, as amended effective Jan. 1, 2021, superseding the 2017 rules. The ICC's International Court of Arbitration (the "Court") administers arbitrations under the Rules. The Court plays a key role in appointing and confirming arbitrators, fixing arbitrators' fees, and scrutinizing awards. The decisions of the Court shall be deemed to be made in Paris, France (Appendix I Article 10).</p>	<p>Current version of rules was amended and effective March 1, 2021, superseding the 2014 rules. Rules provide for administered arbitration of international disputes.</p>	<p>Current version of rules is 2020, effective Oct. 1, 2020. The LCIA Rules comprise a Preamble, the Articles and the Index, together with the Annex to the LCIA Rules and the Schedule of Costs as both from time to time may be separately amended by the LCIA (the "LCIA Rules")." (Preamble). (LCIA Schedule of Costs available at https://bit.ly/3Sf0ioy)</p>	<p>Originally adopted in 1976 by the UN General Assembly and recommended for inclusion in international commercial contracts. The 2010 version (effective Aug. 15, 2010) was intended to address concerns regarding arbitration efficiency and to reflect and adapt to widely used practices. The rules are intended to provide a comprehensive, flexible and universal set of procedural rules which parties may select for the conduct of ad hoc arbitral proceedings arising out of their commercial relationship. Widely used and discussed in academic circles. A new Article 1 Paragraph 4 was added in 2013 to incorporate the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration. A new article 1, paragraph 5, was adopted in 2021, incorporating the Expedited Arbitration Rules. In all other respects, the UNCITRAL Arbitration Rules remain unchanged from the 2010 revised version.</p>
Application	<p>Where the parties to a contract have provided for arbitration under the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration of International Disputes (the "Rules"), they shall be deemed to have made these Rules a part of their arbitration agreement, except to the extent that they have agreed in writing, or on the record during the course of the arbitral proceeding, to modify these Administered Rules (other than Rule 22, which cannot be modified without CPR's written consent). (R. 1.1).</p>	<p>Where the parties have agreed to submit to arbitration under the ICC Rules. (Art. 6(1)).</p>	<p>The rules apply where the parties have agreed to apply these Rules, or have provided for arbitration of an international dispute by the International Centre for Dispute Resolution (ICDR) or the American Arbitration Association (AAA) without designating particular rules. The ICDR is the Administrator of these Rules. (Art. 1(1)).</p>	<p>"Where any agreement, submission or reference howsoever made or evidenced in writing (whether signed or not) provides in whatsoever manner for arbitration under the rules of or by the LCIA, the London Court of International Arbitration, the London Court of Arbitration or the London Court, the parties thereto shall be taken to have agreed in writing that any arbitration between them shall be conducted in accordance with the LCIA Rules. ..." (Preamble.) Note that this provision is a definition of an arbitration agreement which would permit an oral agreement to arbitrate so long as there is written evidence of the agreement.</p>	<p>Where the parties have agreed to apply these rules, subject to their own modification by agreement. (Art. 1(1)).</p>
Which Version of Rules Governs	<p>Unless the parties otherwise agree, these Administered Rules, and any amendment thereof adopted by CPR, shall apply in the form in effect at the time the arbitration is commenced. Where parties to a contract have provided for CPR arbitration generally, without specifying which set of CPR rules shall apply, the CPR Rules for Administered Arbitration shall apply to any arbitration agreement dated on or after July 1, 2013. (R. 1.1).</p>	<p>Rules in effect on the date of commencement of the arbitration unless parties have agreed to submit to the Rules in effect on the date of their arbitration agreement. (Art. 6(1)).</p>	<p>The arbitration shall take place in accordance with these Rules in effect at the date of commencement, subject to modifications that the parties may adopt in writing. (Art. 1(1)).</p>	<p>Rules in effect at time of commencement of the arbitration (Preamble).</p>	<p>The UNCITRAL Arbitration Rules in effect on the date of commencement apply to arbitrations pursuant to arbitration agreements concluded after Aug. 15, 2010, unless otherwise specified (this presumption "does not apply where the arbitration agreement has been concluded by accepting after Aug. 15, 2010, an offer made before that date"), and to other arbitrations if their governing agreements so provide (such as those which select the UNCITRAL Rules with language to the effect "as they may be amended from time to time"). In other cases, the original UNCITRAL Arbitration Rules of 1976 apply. (Art. 1 (2)).</p>

(continued on next page)

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TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Expedited Procedures Available?	Yes. See the Fast Track Administered Arbitration Rules and the Fast Track Non-Administered Arbitration Rules, which apply the regular Arbitration Rules respectively except as modified (available at https://drs.cpradr.org/rules/arbitration). See also the Global Rules for Accelerated Commercial Arbitration, which can be used in administered or non-administered cases (available at https://bit.ly/3XVLxYy).	Expedited Procedure Rules will apply (Art. 30) when the parties so agree, or will automatically apply in cases with amounts in dispute are: a) US\$2 million if the arbitration agreement under the Rules was concluded on or after March 1, 2017, and before Jan. 1, 2021; or b) US\$3 million if the arbitration agreement under the Rules was concluded on or after Jan. 1, 2021. (App. VI Art. 1).	Yes, see the International Expedited Procedures – Articles E-1 through E-10. Applies to cases in which no disclosed claim or counterclaim exceeds \$500,000 USD exclusive of interest and the costs of arbitration. The parties may also agree to use the International Expedited Procedures in other cases. (Art.1(4)).	There are no separate expedited rules, but expedited procedures are available in Arts. 9A-C.	Expedited rules were introduced in 2021, according to new article 1, paragraph 5 (see the appendix at the link above). Expedited Rules shall apply to the arbitration where the parties agree (no automatic provision related to amounts claimed). At any time during the proceedings, the parties may agree that the Expedited Rules shall no longer apply to the arbitration. At the request of a party, the arbitral tribunal may, in exceptional circumstances and after inviting the parties to express their views, determine that the Expedited Rules shall no longer apply. Unless otherwise agreed by the parties, the following articles in the UNCITRAL Arbitration Rules do not apply to expedited arbitration: article 3(4)(a) and (b); article 6(2); article 7; article 8(1); first sentence of article 20(1); first sentence of article 21(1); article 21(3); article 22; and second sentence of article 27(2).
Jurisdiction					
Objections to Jurisdiction or Existence / Validity of Arbitration Clause	The Tribunal shall have the power to hear and determine challenges to its jurisdiction, including any objections with respect to existence, validity or scope of the arbitration agreement. This authority extends to jurisdictional challenges with respect to both the subject matter of the dispute and the parties to the arbitration. (R. 8.1).	Tribunal decides jurisdictional claims, including the existence, validity or scope of the arbitration agreement, or whether all of the claims made in the arbitration may be determined together in a single arbitration, unless the Secretary General refers the matter to the Court for its decision as provided in Art. 6(4). (Art. 6(3)). "[A]ny decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Court decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself." (Art. 6(5)).	The tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to arbitrability, existence, scope or validity of the arbitration agreement, and "without any need to refer such matters first to a court." (Art. 21(1)). The tribunal also has the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such a clause shall be treated independent to the other terms of the contract. A decision by the tribunal that the contract is null and void shall not render the arbitration clause invalid. (Art. 21(2)).	Tribunal has power to rule on its own jurisdiction and authority, including any objection to the initial or continued existence, validity, effectiveness or scope of the arbitration agreement. (Art. 23.1).	Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. (Art. 23(1)).
Deadline for Jurisdictional Objections	Jurisdictional objections, except "challenges based on the award itself," must be made no later than the notice of defense or, if with respect to a counterclaim, the reply to the counterclaim. (R. 8.3).	No express deadline.	Jurisdictional objections must be filed no later than the filing of the answer to the claim or counterclaim or setoff that gives rise to the objection. Tribunal may extend the time limit. (Art. 21(3)).	Jurisdictional objections must be filed as soon as possible but no later than the time for filing of its Statement of Defense. Tribunal may admit untimely objections if it considers the delay justified in the circumstances. (Art. 23.3).	Jurisdictional objections must be raised no later than in the statement of defense or in the reply to the counterclaim "or to the claim for the purpose of a set-off." (Art. 23 (2)).
Arbitration Clause Deemed a Separate Agreement	Yes (R. 8.2).	Yes, unless otherwise agreed and provided that the arbitral tribunal upholds the validity of the arbitration agreement. (Art. 6(9)).	Yes. (Art. 21(2)).	Yes (Art. 23.2).	Yes (Art. 23(1)).
Commencement					
Method	Commenced by notice of arbitration to respondent with a contemporaneous electronic copy to CPR and deemed commenced on the date the notice of arbitration and Filing Fee are received by CPR. (R. 3.1, 3.3 & 3.4).	Commenced by Request for Arbitration ("Request") filed with the Secretariat. The date the Request is received is deemed as the date of commencement of the arbitration. (Art. 4(1) & (2)). If the parties have agreed to three arbitrators, the Request and the Answer must include within 15 days, along with other Art. 4 requirements, the party's nomination for one arbitrator. Upon failure to nominate an arbitrator, the appointment shall be made by the Court. (Art. 12(4)).	Commenced by filing a written Notice of Arbitration with the ICDR, with a contemporaneous copy to the party against whom the claim is made. Online filing is available through www.icdr.org or via email at casefiling@adr.org . (Art. 2(1)). The arbitration is deemed to commence on the date written Notice of Arbitration is received by the Administrator. (Art. 2(2)).	Commenced by delivery of a written request for arbitration to the Registrar of the LCIA Court with the necessary documents and full arbitration agreement terms. (Art. 1.1). The request shall be electronically submitted. (Art. 1.3). The date of Registrar's receipt of the Request shall be treated as the date upon which the arbitration has commenced for all purposes, subject to the LCIA's actual receipt of the registration fee. (Art. 1.4). Note that the filing fee of the LCIA need not be paid by the Claimant together with the filing of the Request for Arbitration. All that is required is that the Request state that the fee "has been or is being paid." (Art. 1.1(vi)). Commencement of the arbitration, however, is deferred until payment is made. (Art. 1.4).	Commenced by notice of arbitration to respondent and deemed commenced on the date notice is received by the respondent. (Art. 3(1) & 3(2)). Electronic communication, including email and facsimile, is permitted subject to certain rules.

TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Commencement					
Statement of Claim / Notice of Arbitration / Response to Notice of Arbitration	A statement of the general nature of the claim is required to be included with the notice of claim. (R. 3.2). The tribunal may subsequently instruct the parties to file more detailed statements of claim and of defense. (R. 9.4).	The Request for Arbitration must contain "a description of the nature and circumstances of the dispute giving rise to the claims," and "a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims." (Art. 4(3)(c) & (d)).	The Notice of Arbitration must contain, among other things, a demand that the dispute be referred to arbitration, details of the parties, "a copy of the entire arbitration clause or agreement being invoked," a description of the claim and the facts supporting it and the relief or remedy sought and the amount claimed. (Art. 2(3)(a-g)).	A statement briefly summarizing the nature and circumstances of the dispute is required. (Art. 1.1(iii)). This shall be followed within 28 days by a Response to the Request. (Art. 2.1). Response may be submitted in electronic form. (Art. 2.3). Failure to submit a response is not a default but will result in preclusion from participating in the arbitrator nomination or appointment process. (Art. 2.4). Within 28 days of claimant's receipt of notice from the LCIA that a tribunal has been appointed, claimant must either submit a Statement of the Case or state that it elects to rely on its Request as its Statement of the Case. (Art. 15.2). The Statement of Case must be accompanied by all essential documents. (Art. 15.2).	The notice of arbitration shall contain, among other things, a brief description of the claim and an indication of the amount involved. (Art. 3(3)(e)). The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration. (Art. 3(5)). A separate statement of claim is not required in all instances (Art. 20 (1)). If detailed claim has not been submitted in accordance with the Art. 3 notice of arbitration or if the claimant does not elect to treat its notice of arbitration as a statement of claim, the tribunal determines the time frame for submission of the statement of claim. (Art. 20(1)). Respondent is required to submit a response to the notice of arbitration within 30 days of receipt of the notice. (Art. 4(1)).
Statement of Defense / Answer and Counterclaim	CPR will notify Respondent of its time to deliver a notice of defense, which shall be 30 days after the Commencement Date as defined in R. 3.4 (R. 3.5). Notice of defense, including a counterclaim, if any, must be delivered to claimant and electronically filed with CPR. (R. 3.6, 3.8).	Answer is required within 30 days of respondent's receipt of the Request for Arbitration from Secretariat in accordance with information. (Art. 5(1)). Extension of the time for submitting the Answer may be granted by the Secretariat, provided the application for such extension contains the respondent's proposals concerning the number of arbitrators and their choice as per Art. 12 & 13. (Art. 5(2)). Any counterclaims shall be submitted together with the Answer. (Art. 5(5)).	An answer must be filed with Administrator and submitted to claimant within 30 days after commencement and may contain any counterclaims or setoffs (Art. 3(1)-(2)). The tribunal or the ICDR may extend the time limit if it considers such an extension justified. (Art. 3(5)).	Statement of Defense is required within 28 days of respondent's receipt of Statement of the Case (Art. 15.3). Statement of Defense must be accompanied by all essential documents. (Art. 15.3). Statement of Defense may be obtained by respondent decision to rely on its Response. (Art. 15.3).	Tribunal sets time frame for submission. (Art. 21(1)). A statement of defense is not required in all instances, if the respondent elects to treat its response to the notice of arbitration as a statement of defense, and if the response complies with Art. 20(2). (Art. 21(1)-(2)).
Default Mechanism	Yes, case may proceed. All claims are deemed denied if there is a failure to deliver a notice of defense. (R. 3.6). An award may be issued on default of the non-defaulting party after evidence and legal argument in support of its contentions have been presented. (R. 16).	Yes, case may proceed. (Art. 6(3) & 26(2)). If any of the parties refuses or fails to take part in the arbitration or any stage, the arbitration shall proceed notwithstanding such refusal. (Art 6.8).	Yes, if the parties fail to submit an answer in accordance with Art. 3, the tribunal may proceed. (Art. 3(6); Art. 29).	Yes, case may proceed. (Art. 15.8).	Yes. Without showing sufficient cause, tribunal "shall" order termination of proceedings (if claimant has failed to communicate its statement of claim), unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so, or order proceedings to continue (if respondent has failed to communicate its response to the notice of arbitration or its statement of defense). (Art. 30(1)). Arbitration may proceed if a party fails to appear at a hearing without showing sufficient cause. (Art. 30(2)).
Deposit for Costs and Tribunal Fees Required on Commencement?	Yes, with tribunal fees generally as requested by the tribunal. Additional deposits may be required. Case may be suspended or terminated in the event deposit of fees or costs not made as required unless the other party pays the non-paying party's share subject to any award on costs. (R. 17.3 & 18.2). CPR may suspend or terminate the proceeding if the requested advances are not paid in full within 20 days after receipt of the request unless the other party pays the non-paying party's share subject to any award on costs. (R. 17.3). Delivery of the award may be withheld by CPR if any fees, expenses or other arbitration charges are outstanding. (R. 15.5).	Yes, both preliminary costs are required through the Terms of Reference and later full estimated costs. Additional deposits may be required; "a provisional advance intended to cover the costs of the arbitration" until the Terms of Reference have been drawn up or when the Expedited Procedure Provisions apply. The Secretary General may direct the tribunal to suspend and set a time limit for no less than 15 days, and the case may be considered withdrawn without prejudice, in the event deposit of costs is not made as required. (Art. 37(1), 37(2), 37(5), 37(6)).	Yes, generally requested by the Administrator to deposit appropriate amounts as an advance for the costs. (Art. 39(1)). Supplemental deposits may be required. (Art. 39(2)). Failure of a party to pay the required deposits is deemed a withdrawal of that party's claim or counterclaim. (Art. 39(3)).	Yes, generally requested by the Administrator. (Art. 24.1). Additional deposits may be required. (Art. 24.1). The tribunal is barred from proceeding in the absence of requisite funds unless in exceptional circumstances. (Art. 24.5). Failure by a claiming, counterclaiming or cross-claiming party to make promptly and in full any required payment may be treated as a withdrawal of such claim or cross-claim from the scope of the Arbitral Tribunal's jurisdiction. (Art. 24.8). See also Art. 28 and the Schedule of LCIA Arbitration Costs Sec.3.	Yes, generally requested by the tribunal for an equal amount from the parties. (Art. 43(1)). Additional/supplementary deposits may be required. (Art. 43(2)). Case may be suspended or terminated if the required deposits are not paid in full within 30 days after the receipt of the request and parties fail to make the payment after being informed by the tribunal. (Art. 43(4)).
Arbitrators/Tribunal Matters					
Number of Arbitrators	Sole arbitrator for disputes not exceeding \$3 million unless parties have agreed otherwise, or CPR deems necessary of three arbitrators on its discretion due to complexity of the case or other considerations. Three arbitrators for all other cases. (R. 5.1 (a)).	Absent agreement of the parties, sole arbitrator unless it appears to the Court that the dispute warrants the appointment of three arbitrators. (Art. 12(2)).	Absent the parties' agreement, one arbitrator unless the administrator determines three to be appropriate because of the size, complexity or other circumstances of the case. (Art. 12).	"A sole arbitrator shall be appointed unless the parties have agreed in writing otherwise or the LCIA Court determines that in the circumstances a three-member tribunal is appropriate (or, exceptionally, more than three)." (Art. 5.8).	Three arbitrators unless parties agree to a single arbitrator no later than 30 days following the date of commencement. (Art. 7). Provision for single arbitrator if (i) a party's proposal to appoint a sole arbitrator is unopposed within 30 days after date of commencement, (ii) parties fail to appoint a second arbitrator pursuant to Art. 9 or 10, and (iii) the appointing authority determines that a single arbitrator is more appropriate. (Art. 7(2)).

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TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Selection	"Arbitrators may be selected (i) by the parties through direct designation (R. 5.2), (ii) by the parties through CPR's screened selection procedure (R. 5.4), or (iii) by the parties through CPR's list procedure (R. 6). Unless the parties have agreed otherwise, any arbitrator not designated for appointment by a party shall be a member of the CPR Panels of Distinguished Neutrals ... or a candidate selected by CPR. Upon request, CPR will provide a list of candidates in accordance with the Rules." (R. 5.1 (b)).	Within 30 days Court may appoint or confirm arbitrators in absence of parties' nomination, either in the case of sole arbitrator (Art. 12(3)) or of three arbitrators (Art. 12(2) & (4)). Process works through the Secretariat and the Court. When there are three arbitrators, the president is appointed by the Court, unless the parties agree otherwise, in which case the nomination shall be confirmed by the Secretary General. (Art. 12(5) & 13(2)). For appointment or confirmation, a nominee's availability and ability to conduct the arbitration in accordance with the Rules is considered, as well as the nominee's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals. (Art. 13(1)).	If the parties have not agreed on the procedure for arbitrator appointment, or have not agreed on the selection of the arbitrator(s) within 45 days of commencement, upon written request of any party, the administrator shall appoint the arbitrator(s). (Art. 13(3)). "In making appointments, the Administrator shall, after inviting consultation with the parties, endeavor to appoint suitable arbitrator, taking into account their availability to serve." At any party's request "or on its own initiative, the Administrator may appoint or submit a list(s) including nationals of a country other than that of any of the parties." (Art. 13(4)).	All appointments are made by the LCIA with "due regard for any particular method or criteria of selection agreed in writing by the parties." (Arts. 5.7 & 5.9). "The LCIA Court shall also take into account the transaction(s) at issue, the nature and circumstances of the dispute, its monetary amount or value, the location and languages of the parties, the number of parties and all other factors which it may consider relevant in the circumstances." (Art. 5.9). Where the parties are of different nationalities, a sole arbitrator or the presiding arbitrator shall not have the same nationality as any party unless the parties not of the same nationality as the arbitral candidate agree otherwise in writing. (Art. 6.1).	Deference given to self-selection. If single arbitrator, selection is by agreement of the parties or, if none, by the appointing authority selected by the parties according to procedure set forth in Art. 8(2). (Art.8(1)). If the parties have not designated or agreed to an appointing authority within a certain time period, the Secretary-General of the Permanent Court of Arbitration at The Hague becomes the default. (Art. 6(2)). Parties receive lists of proposed arbitrators and candidates may be objected to and deleted by a party. (Art. 8(2)(a) & (b)). If there are three arbitrators, each party appoints an arbitrator and the two-party arbitrators select the third, who becomes the presiding arbitrator. (Art. 9(1)). The appointing authority resolves an impasse on selection of the presiding arbitrator as in the case of a single arbitrator. (Art. 9(3)).
Arbitrator Standards: Disclosure by Arbitrators	Each arbitrator shall disclose prior to appointment "and also promptly upon their arising during the course of the arbitration" in writing any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality as well as any disclosures required by the law of the seat. Such circumstances include bias, interest in the result of the arbitration, and past or present relations with a party or its counsel. (R. 7.3).	A prospective arbitrator must "sign a statement of acceptance, availability, impartiality and independence." (Art. 11 (2)). A prospective arbitrator shall "immediately disclose in writing ... any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality." (Art. 11(2) & (3)).	Arbitrators shall be independent and impartial and shall act in accordance with the Rules, terms of the Notice of Appointment and the Code of Ethics for Arbitrators in Commercial Disputes. (Art 14(1) (available at https://bit.ly/46E6tql)). Upon acceptance, the arbitrator shall sign the Notice of Appointment provided by the administrator affirming his independence and impartiality and shall disclose any circumstances that may give rise to justifiable doubts. (Art 14(2)). "Disclosure by an arbitrator or party does not necessarily indicate belief by the arbitrator or party that the disclosed information gives rise to justifiable doubts as to the arbitrator's impartiality or independence." (Art. 14(4)).	"All arbitrators shall be and remain at all times impartial and independent of the parties and shall not act as advocate for or authorized representative of any party." (Art. 5.3). Prospective arbitrators must sign a written statement indicating "whether there are any circumstances currently known to the candidate which are likely to give rise in the mind of any party to any justifiable doubts as to his or her impartiality or independence and, if so, specifying in full such circumstances in the declaration," and that the candidate is "ready, willing and able to devote sufficient time, diligence and industry to ensure the expeditious and efficient conduct of the arbitration." (Art. 5.4).	Potential arbitrators shall disclose "[a]ny circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence." There is a continuing duty to disclose. (Art. 11).
Nationality of Arbitrator		Court appointment: the sole arbitrator or the president of the arbitral tribunal shall be of a nationality other than those of the parties, except where circumstances are suitable and none of the parties objects. (Art. 13-5). "Whenever the arbitration agreement upon which the arbitration is based arises from a treaty, and unless the parties agree otherwise, no arbitrator shall have the same nationality of any party to the arbitration." (Art 13(6)). Court rules on the admissibility and if necessary, on the merits of a challenge. (Art. 14(3)).		A sole arbitrator or the presiding arbitrator shall not have the same nationality as any party unless the parties all agree in writing. (Art. 6.1).	"The appointing authority shall ... take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties." (Art. 6(7)).
Challenge of Appointment	Standard is "circumstances exist or arise that give rise to justifiable doubt regarding that arbitrator's independence or impartiality." Different standard to challenge a party's own appointed arbitrator: in such case, the party may only challenge "for reasons of which it becomes aware after the designation has been made." (R. 7.5). Challenge must be made by a notice in writing to CPR "no later than 15 days after the challenging party (i) receives notification of the appointment of [the] arbitrator, or (ii) becomes aware of the circumstances specified in Rule 7.5." (R. 7.6). The other party may agree to the challenge or the arbitrator may voluntarily withdraw. (R. 7.7). Challenges not resolved by consent or withdrawal shall be decided by CPR. (R. 7.8).	A challenge on an alleged lack of impartiality or independence or otherwise shall be made by the submission to the Secretariat in a written statement specifying the facts and circumstances on which the challenge is based. (Art. 14(1)). For a challenge to be admissible, the party must submit it within 30 days of receipt of Notice of Appointment or Confirmation, or within 30 days of receipt of information which forms the basis for the challenge. (Art. 14(2)). The Court rules on the admissibility and if necessary, on the merits of a challenge. (Art. 14(3)).	Standard is circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or failure to perform duties. Written notice of challenge shall be sent to the Administrator within 15 days after being notified of the appointment of the arbitrator or after the circumstances giving rise to the challenge become known to that party. (Art. 15(1)). "If the other party does not agree to the challenge or the challenged arbitrator does not withdraw, the Administrator shall make the decision on the challenge." (Art. 15(3)). Withdrawal mandatory if parties agree on the challenge. Arbitrator, after consultation with the administrator, may withdraw voluntarily in the absence of parties' agreement. In neither case does withdrawal imply acceptance of the validity of the challenge. (Art. 15(2)).	General standard is "circumstances exist that give rise to justifiable doubts as to that arbitrator's impartiality or independence." (Art. 10.1(iii)). Challenge must be made within 14 days of the formation of the tribunal or after becoming aware of the circumstances forming the basis of the challenge (Art. 10.3). "A party may challenge an arbitrator whom it has nominated, or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment has been made by the LCIA Court." (Art. 10.3). "If all other parties agree in writing to the challenge within 14 days of receipt of the written statement, the LCIA Court shall revoke that arbitrator's appointment (without reasons)." (Art. 10.4). Otherwise, the LCIA Court shall decide the challenge and, if upheld, shall revoke that arbitrator's appointment, unless the challenged arbitrator resigns in writing within 14 days of receipt of the written challenge. The LCIA Court's decision shall be made in writing with reasons. (Arts. 10.5 & 10.6).	Standard for challenge is existence of circumstances that "give rise to justifiable doubts as to the arbitrator's impartiality or independence." (Art. 12(1)). "A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made." (Art. 12(2)). Notice of challenge must be sent within 15 days after notification of appointment of the challenged arbitrator or within 15 days after circumstances giving rise to the challenge become known to the challenging party. (Art. 13(1)). "If, within 15 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it." "[W]ithin 30 days from the date of the notice of challenge, [the party making the challenge] shall seek a decision on the challenge by the appointing authority. (Art. 13(4)).

TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Removal for Cause	Different standard to challenge a party's own appointed arbitrator: in such case, the party may only challenge "for reasons of which it becomes aware after the designation has been made."	Replacement may take place on death or resignation, or upon acceptance by the Court of a challenge of one party or of a request by all the parties, or at the Court's own initiative. (Art. 15(1)-(2)). Standard is arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions or fails to fulfill those functions in accordance with the Rules or within prescribed time limits (Art. 15(2)). The Court rules on removal (Art. 15(3)-(5)), and its decision is final. (Art. 11(4)).	"The Administrator, on its own initiative, may remove an arbitrator for failing to perform or if the arbitrator becomes incapable of performing" his or her duties. (Art. 15(4)).	LCIA may revoke an appointment upon its own initiative, at the written request of all other tribunal members or upon written challenge by a party if an arbitrator acts in deliberate violation of arbitration agreement, fails to act fairly and impartially, or fails to conduct or participate in the arbitration with reasonable efficiency, diligence and industry. (Arts 10.1 & 10.2).	Only stated standard for removal is failure to act, or de jure or de facto impossibility of performing the arbitrator functions. It is not a clear or thorough standard. (Art. 12(3)).
Change in Party Representation/ Conflict with Arbitrator		The tribunal may take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings. (Art.17.2).			
Replacement Arbitrators Repeat of Hearings	Replacement: "In the event of death, resignation or successful challenge of an arbitrator not designated by a party, a substitute arbitrator shall be selected pursuant to the procedure by which the arbitrator being replaced was selected. In the event of death, resignation or successful challenge of an arbitrator designated by a party, that party may designate a substitute arbitrator," unless that party fails to notify the Tribunal and the other party of the substitute designation within 20 days from the date on which it becomes aware the opening arose. (R. 7.9). Rehearing: "If the sole arbitrator or the chair of the Tribunal is replaced, the successor shall decide the extent to which any hearings held previously shall be repeated. If any other arbitrator is replaced, the Tribunal in its discretion may require that some or all prior hearings be repeated." (R. 7.11).	The Court has discretion to determine whether to follow the original nominating process. After reconstitution, re-hearing is in the discretion of the Court after parties are invited to comment. (Art. 15(4)).	Upon any arbitrator vacancy, including withdrawal or incapacity of an arbitrator to perform his or her duties, or removal, a substitute arbitrator shall be appointed pursuant to the provisions of Art. 13, unless parties agree otherwise. (Art. 16(1)). If a substitute arbitrator is appointed, absent party agreement, the tribunal determines at its sole discretion whether all or any part of the case shall be repeated. (Art. 16(2)).	In the case of replacement, "the LCIA Court may determine whether or not to follow the original nominating process for such arbitral appointment." (Art. 11.1). Under exceptional circumstances, rules permit continuation of proceedings (including the making of any award) with two arbitrators at the discretion of the tribunal, subject to the written approval of the LCIA Court. (Art. 12). No express provision for re-hearing.	If arbitrator is replaced, the new one must be appointed or chosen according to applicable procedures in articles 8 to 11. (Art. 14(1)). No provision for completion of hearings with two arbitrators, except that in exceptional circumstances, the appointing authority may, "after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award." (Art. 14(2)(b)). This potentially can be used to delay if party arbitrators serially resign. (Art. 14). "If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise." (Art. 15).
Seat/Place of the Arbitration—The Procedural Law	Unless the parties have agreed upon the place of arbitration, the Tribunal shall fix the place of arbitration based on the contentions of the parties and the circumstances of the arbitration. The award shall be deemed made at such place. (R. 9.5).	Referred to as the place of the arbitration. Fixed by the Court unless agreed by the parties. (Art. 18(1)). The tribunal may choose a location as it deems appropriate. (Art. 18(2)). The award is deemed to be made at the place of the arbitration and on the date stated therein. (Art. 32(3)).	"If the parties do not agree on the place of arbitration by a date established by the Administrator, the Administrator may initially determine the place of arbitration, subject to the power of the arbitral tribunal to determine the place of arbitration within 45 days after its constitution. (Art. 19(1)). The arbitration shall be deemed conducted at the place of arbitration and any award shall be deemed made at the place of arbitration. (Art. 19(2)).	The parties may establish the seat by agreement made before formation of the tribunal, or with the written consent of the tribunal after its formation. (Art. 16.1). In default of such agreement, the seat is London unless and until the tribunal orders that another seat is more appropriate. (Art. 16.2). The arbitration shall be treated for all purposes as an arbitration conducted at the arbitral seat and any order or award as having been made at that seat. (Art. 16.3). "[T]he law applicable to the Arbitration Agreement and the arbitration shall be the law applicable at the seat of the arbitration, unless and to the extent that the parties have agreed in writing on the application of other laws or rules of law and such agreement is not prohibited by the law applicable at the arbitral seat." (Art. 16.4).	If not designated by the parties, it is determined by tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration. (Art. 18(1)).
Substantive Law, Rules of Law and Usages of Trade Or Applicable Rules of Law	Determined by tribunal if not designated by the parties. (R. 10.1). In contract claims, the tribunal shall decide the substantive law(s) in accordance with the terms of the contract and shall take into account usages of trade. (R. 10.2).	Determined appropriately by the tribunal if not designated by the parties. (Art. 21(1)). The tribunal shall take account of the provisions of the contract and relevant trade usages. (Art. 21(2)).	The tribunal shall apply the substantive law(s) or rules of law agreed by the parties as applicable to the dispute; upon failure to agree, the tribunal shall apply the rule of law it deems to be appropriate. (Art. 34(1)). Arbitration involving applications of contracts, the tribunal shall decide as per the terms of the contract and also take into account usages of the trade applicable to the contract. (Art. 34(2)).	As designated by the parties or, if the tribunal determines that the parties have made no agreement, the tribunal shall apply the law(s) or rules of law which it considers appropriate. (Art. 22.3). Silent but implied as to usages of trade.	As designated by the parties or, if no agreement, the law which the tribunal determines to be appropriate. (Art. 35(1)). The tribunal is required to take account of relevant usages of trade applicable to the transaction. (Art. 35(3)).

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TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Language	If the parties have not agreed otherwise, the language(s) of the document containing the arbitration agreement, subject to power of the Tribunal to determine otherwise based upon the contentions of the parties and the circumstances of the arbitration. The need for and the costs of translations may be considered by the Tribunal at an initial pre-hearing conference. (R 9.3).	Absent parties' agreement, the tribunal determines language(s), having due regard for all relevant circumstances, including the language of the contract. (Art. 20).	If the parties have not agreed, the language(s) of the documents containing the arbitration agreement shall be used, subject to tribunal's power to determine otherwise. Tribunal may also order translation of submitted documents. (Art. 20).	Initially it is deemed to be the language or prevailing language of the arbitration agreement. (Art. 17.1). If the arbitration agreement is in more than one language of equal standing, the LCIA makes the preliminary determination, unless the arbitration agreement provides that the arbitration proceedings shall be conducted in more than one language. (Art. 17.2). After the tribunal is appointed, the tribunal makes the final determination, absent the parties' agreement. (Art. 17.4). Tribunal may order translation of submitted documents. (Art. 17.5).	Agreement of the parties or, if none, one or more languages at the arbitrators' discretion. (Art. 19(1)). Tribunal may order translation of submitted documents. (Art. 19(2)).
Interim Measures of Protection					
Type	Tribunal may take such measures as it deems necessary at a party's request, including "measures for the preservation of assets, the conservation of goods or the sale of perishable goods." "The Tribunal may require appropriate security as a condition of ordering such measures." (R. 13.1).	Generally, at the request of a party, the tribunal may order "any interim or conservatory measure it deems appropriate." Relief may be conditioned on appropriate security furnished by the requesting party, and may take the form of an order or award as the arbitral tribunal considers appropriate. (Art. 28.1).	At party's request, tribunal permitted to order or award any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection and conservation of property. The tribunal may require security for the costs of such measures. (Art. 27(1)-(2)). Costs may also be allocated by the tribunal for applications of interim relief in any interim order or award or in the final award. (Art. 27(4)).	At the request of a party, the tribunal may grant interim relief such as order security for all or part of the amount in dispute; preservation, storage, sale or other disposal of any monies, documents, goods, property "or thing under the control of any party and relating to the subject matter of the arbitration"; and on a provisional basis, subject to final determination in an award, any relief which the tribunal would have the power to grant in an award. (Art. 25.1). Relief may be conditioned on giving of security and may take the form of an order or award. (Art. 25.1).	Tribunal granted expansive authority to order such measures as are deemed necessary in respect of the subject matter of the dispute, including measures to maintain or preserve the status quo, to prevent current or imminent harm or cause prejudice to the arbitral process, to preserve evidence, to preserve assets out of which a subsequent award may be satisfied. (Arts. 26(1) & 26(2) a-d). The tribunal may require security for the costs of such measures. (Art. 26(6)). For certain types of interim measures, the requesting party must satisfy the tribunal that "[h]arm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted," and that "there is a reasonable possibility that the requesting party will succeed on the merits of the claim." (Art. 26(3)). This is a more restrictive authority than, e.g., under the ICC Rules at left.
Express Recognition of Court Proceedings as Alternative Route to Interim Measures of Protection	Yes. (R. 13.2).	"Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority. ..." (Art. 28(2); see also Art. 29(7)). The phrase used in both sections, "and in appropriate circumstances," is not sufficiently detailed to provide a clear jurisdictional boundary.	Yes. (Art. 27(3)). Any interim measures requested 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.	Yes, but may be limited after the formation of the tribunal to exceptional cases requiring the tribunal's authorization. (Art. 25.3). Right to apply to a competent state court or judicial authority is limited with respect to the relief available from the tribunal under Article 25. However, "[b]y agreeing to arbitration under the Arbitration Agreement, the parties shall be treated as having agreed not to apply to any state court or other legal authority for any order available from the Arbitral Tribunal (if formed) under Article 22.1, except with the agreement in writing of all parties." (Art. 22.2). "By agreeing to arbitration under the Arbitration Agreement, after the formation of the Arbitral Tribunal the parties shall be treated as having agreed not to apply to any state court or other legal authority for any relief regarding the Arbitral Tribunal's jurisdiction or authority, except (i) with the prior agreement in writing of all parties to the arbitration, or (ii) the prior authorization of the Arbitral Tribunal, or (iii) following the latter's award on the objection to its jurisdiction or authority." (Art. 23.5). "By agreeing to arbitration under the Arbitration Agreement, the parties shall be taken to have agreed not to apply to any state court or other legal authority for any order for security for Legal Costs or Arbitration Costs." (Art. 25.4).	Yes (Art. 26 (9)).
Emergency Measures of Protection					
Available Procedure Prior to Constitution of the Tribunal	Special procedures for interim measures via application to an emergency arbitrator before constitution of the Tribunal. (R. 14.2). These procedures are available unless excluded by the arbitration agreement. (R. 14.1).	Special procedures for interim or conservatory measures set forth in Appendix V. (Art. 29(1)). Special procedures shall apply only to parties that are signatories of the arbitration agreement or successors to such signatories. (Art. 29(5)). Procedures shall not apply if the arbitration agreement was concluded before Jan. 1, 2012; if parties agree to opt out; or if the arbitration agreement upon which the application is based arises from a treaty. (Art. 29(6)).	Yes. (Art. 7(1)). An emergency arbitrator shall be appointed by the Administrator within one day of its receipt of a party's request. (Art. 7(2)). Such arbitrator shall have the power to order or award any interim or conservatory measures deemed necessary, including injunctive relief and measures for protection or conservation of property. (Art. 7 (4)).	Addressed via the Emergency Arbitrator rule. (Art. 9 B). If the application for an Emergency Arbitrator is granted, "an Emergency Arbitrator shall be appointed by the LCIA Court within three days of the Registrar's receipt of the application (or as soon as possible thereafter)." (Art. 9.6). "The Emergency Arbitrator shall decide the claim for emergency relief as soon as possible, but no later than 14 days following the Emergency Arbitrator's appointment." (Art. 9.8). The "deadline may only be extended by the LCIA Court in exceptional circumstances ... or by the written agreement of all parties to the emergency proceedings."	None.

TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Terms of Reference					
Required?	None.	Required to be drawn up by the tribunal “[a]s soon as it has received the file from the Secretariat.” (Art. 23(1)). Must be signed by the tribunal and all parties and transmitted to the Secretariat within 30 days of the tribunal’s receipt of the file unless extended by the Court. (Art. 23(2)). The arbitration does not proceed until the Terms of Reference are signed by the parties and tribunal or are approved by the Court. (Art. 23(3)). The Terms of Reference define the boundaries of the claims which may be raised in the proceeding, absent tribunal approval. (Art. 23(4)).	None.	None.	None.
Procedural Timetable/Pre-Hearing Conference					
Requirement and Timing	Initial pre-hearing conference required for planning and scheduling of the proceeding. Generally required to be held promptly after the constitution of the Tribunal. More pre-hearings may be held as the Tribunal deems appropriate. (R. 9.3).	When drawing up the Terms of Reference or as soon as possible thereafter, the tribunal shall convene a case management conference to consult the parties on procedural measures. (Art. 24(1)). During or after an initial case management conference, a procedural timetable shall be established by the tribunal for the effective conduct of the arbitration. (Art. 24(2)).	Tribunal resolves disputes about prehearing information exchanges by requiring a requesting party to justify the time and expense that its request may involve, and may condition granting the request on covering the costs in whole or in part of providing the information.	“The parties and the Arbitral Tribunal shall make contact (whether by a hearing in person or virtually by conference call, videoconference or using other communications technology or exchange of correspondence) as soon as practicable but no later than 21 days from receipt of the Registrar’s written notification of the formation of the Arbitral Tribunal.” (Art. 14.3).	Provisional timetable required as soon as practicable after constitution of the tribunal and after inviting the parties to express their views. The tribunal may extend or abridge any period prescribed under these rules or agreed by the parties. (Art. 17(2)).
Procedures and Disclosure					
General Standard for Production of Documents	“The Tribunal may require and facilitate such disclosure as it shall determine is appropriate in the circumstances, taking into account the needs of the parties and the desirability of making disclosure expeditious and cost effective.” (R. 11).	No express standard and the tribunal enjoys broad discretion: “In order to ensure effective case management, the arbitral tribunal, shall adopt such procedural measures as it considers appropriate, provided they are not contrary to any agreement of the parties.” (Art. 22(2)). Case management techniques related to production of documentary evidence included in Appendix IV: “(i) requiring the parties to produce with their submissions the documents on which they rely; (ii) avoiding requests for document production when appropriate in order to control time and cost; (iii) in those cases where requests for document production are considered appropriate, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case; (iv) establishing reasonable time limits for the production of documents; (v) using a schedule of document production to facilitate the resolution of issues in relation to the production of documents.” (App. IV(d)). If the Rules governing the proceedings are silent, the parties may agree upon rules or, failing that, the tribunal may settle on, whether reference is thereby made to the rules of procedure of a national law to be applied to the arbitration. (Art. 19).	“[I]n whatever manner it considers appropriate, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.” (Art. 22). “At any time during the proceedings, the tribunal may order the parties to produce documents, exhibits, or other evidence it deems necessary or appropriate.” Unless parties agree otherwise in writing, Article 24 shall apply. (Art. 22(5)). The tribunal shall manage the exchange of information between the parties with a view to maintaining efficiency and economy. “The tribunal and the parties should endeavor to avoid unnecessary delay and expense while at the same time avoiding surprise, assuring equality of treatment and safeguarding each party’s opportunity to present its claims and defenses fairly.” (Art. 24(1)). “The parties shall exchange all documents upon which each intends to rely on a schedule set by the tribunal.” (Art. 24(3)). Requests for additional documents sought must be reasonably believed to exist and to be relevant and material to the case outcome. Such documents, or specific classes of documents, must be requested with specificity together with an explanation of their relevance and materiality to the outcome. (Art. 24(4)). Contains a specific rule for electronic disclosure: Requests must be narrowly focused, and the convenience and economic effect on the possessing party is a significant consideration. (Art. 24(6)). The tribunal shall require a requesting party to justify the time and expense that its request may involve, and may condition granting such a request on the payment of part or all of the cost by the party seeking the information. (Art. 24(8)). “Depositions, interrogatories, and requests to admit as developed for use in U.S. court procedures generally are not appropriate procedures for obtaining information in an arbitration” under the Rules. (Art. 24(10)).	Additional powers are contained in Art. 22. Upon a party’s request, the tribunal has the power to order any party to produce to it, “any other party, any expert to such party and any expert to the tribunal,” any documents, goods, samples, property, site or thing under its control for inspection, and any documents or copies of documents in any party’s possession which the tribunal determines to be relevant. The tribunal also may decide whether or not to apply strict rules of evidence (or any other rules) on the material tendered by the parties on any issue of fact or expert opinion. (Arts. 22.1(iv)-(v)).	The tribunal may require parties to produce documents, exhibits or other evidence within a period of time as the arbitral tribunal shall determine. The arbitral tribunal shall also determine the admissibility, relevance, materiality, and weight of the evidence offered. (Art. 27(3)-(4)).

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TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Orders of Protection or Confidentiality	"The Tribunal may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed." (R. 11).	The arbitral tribunal may make orders concerning confidentiality of the proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information. (Art. 22(3)).	"The tribunal may condition any exchange of information subject to claims of commercial or technical confidentiality on appropriate measures to protect such confidentiality." (Art. 24(5)). "Unless the parties agree otherwise, the tribunal may make orders concerning the confidentiality of the arbitration or any matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information." (Art. 40(2)).	There is a general requirement to "keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain," unless "disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority." (Art. 30.1).	No specific provision, except for investor-State arbitration initiated under the UNCITRAL Arbitration Rules: The arbitral tribunal, after consultation with the disputing parties, shall make arrangements to prevent any confidential or protected information from being made available to the public, including by putting in place, as appropriate, time limits in which a party or a nonparty shall give notice that it seeks protection for such information; procedures for prompt designation and redaction of the particular confidential or protected information; and procedures for holding hearings in private. (UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, Art.7(3)(a)-(c)), at the link above for the Arbitration Rules.
Witness Disclosure	Unless otherwise ordered by the Tribunal or agreed by the parties, a prehearing memorandum is required which must include specified details (among them, evidence to be presented, documents to be relied upon, and the name, capacity, and subject of testimony) regarding each witness. (R. 12.1).	No express provision but tribunal may decide to hear witnesses and procedures for doing so. (Art. 25 and App. IV, Art. 3).	No less than 15 days before hearings. Disclosure includes name and contact information of any witnesses, subject of the witness's testimony and the languages of testimony. (Art. 26(5)).	May be required, including "the subject matter of that witness's testimony, its content and its relevance to the issues in the arbitration." (Art. 20.2).	No specific provision. "Witnesses, including expert witnesses, who are presented by the parties may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them." (Art. 27(2)).
Remedies for Non-Compliance with Rules or Orders of Tribunal	If non-compliance deemed material by the Tribunal, after the fixing of a reasonable period for compliance as appropriate and further non-compliance, a just remedy may be imposed, including an award on default. (R. 16). Applies to failure to comply with Rules as well as the Tribunal. The Tribunal may also take into account a party's dilatory or bad-faith conduct in a proceeding in apportioning arbitration costs between or among the parties, unless the parties agree otherwise. (R. 10.5, 19.2).	No express provision. "The parties undertake to comply with any order made by the arbitral tribunal." (Art. 22(5)). "The emergency arbitrator's decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator." (Art. 29(2)). Commentators suggest that adverse inferences may be drawn.	The tribunal may draw adverse inferences and may take such failure into account in allocating costs. (Art. 22(6)). The tribunal may make the award on the evidence before it, if a party fails to provide evidence or take any other steps within the time established by the tribunal without showing sufficient cause for such failure. (Art. 29(3); Art. 26(4); Art. 24(9)).	In determining and allocating Arbitration Costs and Legal Costs, the Arbitral Tribunal shall make its decisions on "the general principle that costs should reflect the parties' relative success and failure in the award or arbitration" unless "the application of such a general principle would be inappropriate." The Arbitral Tribunal may also take into account the parties' and their authorized representatives' conduct in the arbitration, "including any co-operation in facilitating the proceedings as to time and cost and any non-cooperation resulting in undue delay and unnecessary expense." (Art. 28.4). "In the event that a claiming, counterclaiming or cross-claiming party does not comply with any order to provide security, the Arbitral Tribunal may stay that party's claims, counterclaims or cross-claims or dismiss them by an award." (Art. 25.2). See Art. 18 for a special provision for party representative non-compliance with guidelines for representatives contained in the Annex to the Rules.	No express provision. Case may proceed on the evidence before the tribunal. (Art. 30(2)). "If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it." (Art. 30(3)). This provision lacks teeth, and is not favorable to the non-defaulting party. Commentators suggest that adverse inference may be drawn.
Conduct of Hearings					
Overarching Standards for the Conduct of the Proceedings General Discretion and Obligation of Tribunal	"Subject to these Rules, the Tribunal may conduct the arbitration in such manner as it shall deem appropriate while giving each party a fair opportunity to present its case and according the parties equality of treatment." (R 9.1). "The proceedings shall be conducted in an expeditious manner." (R 9.2). The Tribunal is empowered to impose reasonable time limits on each phase of the proceeding. The Tribunal is obligated to manage the proceeding efficiently in order to complete proceedings as economically and expeditiously as possible. (R 9.2). "The Tribunal shall determine the manner in which the parties shall present their cases." (R 12.1). "The dispute should in most circumstances be heard and submitted to the Tribunal for decision within six months after the initial pre-hearing conference required by Rule 9.3." (R. 15.8(a)). The final award should in most circumstances be rendered within two months after the proceedings close. "The parties, the Tribunal, and CPR shall use their best efforts to meet these timeframes." (R. 15.8(a)). "[A]ny scheduling orders or extensions that would result in the final award being rendered more than twelve months after the initial pre-hearing conference" requires approval by CPR. (R. 15.8(b)).	The tribunal "shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the disputes." (Art. 22(1)). The tribunal "shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case." (Art. 22(4)). The tribunal shall be in "full charge of the hearings." (Art. 26(3)). Tribunal to proceed "within as short a time as possible to establish the facts of the case by all appropriate means." (Art. 25(1)). "In all matters not expressly provided for in the Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law." (Art. 42).	Subject to the Rules, "the arbitral tribunal may conduct the arbitration in whatever manner it considers appropriate, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case." (Art. 22 (1)). "The tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute." "In establishing procedures for the case, the tribunal and the parties may consider how technology, including electronic communications, could be used to increase the efficiency and economy of the proceedings." (Art. 22(2)).	Tribunal required to "act fairly and impartially as between all parties, giving each a reasonable opportunity of putting its case and dealing with that of its opponent(s)," and "adopt procedures ... avoiding unnecessary delay and expense, so as to provide a fair, efficient and expeditious means for the final resolution of the parties' dispute." (Art. 14.1(i) & (ii)). The tribunal shall have "the widest discretion to discharge these general duties," subject to such mandatory law(s) or rules of law as the tribunal may decide to be applicable "and all times the parties shall do everything necessary in good faith for the fair, efficient and expeditious conduct of the arbitration. (Art. 14. 2). "The Arbitral Tribunal shall have the fullest authority under the Arbitration Agreement to establish the conduct of a hearing, including its date, duration, form, content, procedure, time-limits and geographical place (if applicable). As to form, a hearing may take place in person, or virtually by conference call, videoconference or using other communications technology with participants in one or more geographical places (or in a combined form). As to content, the Arbitral Tribunal may require the parties to address specific questions or issues arising from the parties' dispute." (Art. 19.2). "In the case of an Arbitral Tribunal other than a sole arbitrator, the presiding arbitrator, with the prior agreement of its other members and all parties, may make procedural orders alone." (Art. 14 .7).	"Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The arbitral tribunal ... shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute." (Art. 17(1)).

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Pre-Hearing Memoranda	Yes, unless the parties agree or the Tribunal determines otherwise. (R. 12.1).	No express provision and not typically employed. Pre-hearing conference included as a case management technique in Appendix IV(g): "[o]rganizing a pre-hearing conference with the arbitral tribunal at which arrangements for a hearing can be discussed and agreed and the arbitral tribunal can indicate to the parties issues on which it would like the parties to focus at the hearing." (App. IV(g)).	No express provision.	No express provision on memoranda, but "[t]he parties and the Arbitral Tribunal shall make contact (whether by a hearing in person or virtually by conference call, videoconference or using other communications technology or exchange of correspondence) as soon as practicable but no later than 21 days from receipt of the Registrar's written notification of the formation of the Arbitral Tribunal." (Art. 14.3). And "parties may agree on joint proposals for the conduct of their arbitration for consideration by the Arbitral Tribunal." (Art. 14.4).	No specific provision. Whether further written statements are needed is left to the discretion of the tribunal. (Art. 24).
Hearings in Person or by Documentary Submission	In person if either party so requests, otherwise at the discretion of the Tribunal. (R 12.2).	The tribunal may in its discretion decide the case solely on documentary submissions unless either party requests a hearing in person. (Art. 25(5)).	"Where no party's claim or counterclaim exceeds USD \$100,000 exclusive of interest, attorney's fees, and other arbitration costs, the dispute shall be resolved by written submissions only unless the arbitrator determines that an oral hearing is necessary." (Art. 1(4)). The arbitral tribunal shall give the parties reasonable notice of the date, time and place of any oral hearing. (Art. 26(1)).	The Arbitral Tribunal may decide that a hearing should be held at any stage, unless the parties have agreed in writing on a documents-only arbitration. (Art. 19.1). No express provision for the tribunal to require in-person hearings. Hearings may take place in person, or virtually by conference call, video conference or using other communications technology. (Art 19.2).	The tribunal will hold hearings if any party requests it, otherwise, discretion of tribunal. (Art 17(3)).
Location of Hearings	Meetings and hearings may be held wherever the Tribunal deems appropriate. (R 9.5).	The tribunal, after consultation with the parties, may conduct hearings and meetings at any location it considers appropriate, unless parties agree otherwise. (Art. 18(2)).	The tribunal may meet at any place it deems appropriate for any purpose, including to conduct hearings, hold conferences, hear witnesses and inspect property and if done elsewhere than the place of arbitration, the arbitration shall be deemed to be conducted at the place of arbitration and any award shall be deemed made at the place of arbitration. (Art. 19 (2)).	The place of hearings is fixed by the tribunal at any convenient place in consultation with the parties. (Art. 16.3). "The Arbitral Tribunal shall have the fullest authority under the Arbitration Agreement to establish the conduct of a hearing, including its date, duration, form, content, procedure, time-limits and geographical place." (Art. 19.2).	Unless otherwise agreed by the parties, the tribunal may also meet at any location it considers appropriate for any purpose (other than deliberation, which is in the tribunal's sole discretion), including hearings. (Art. 18(2)).
Formal Judicial Rules of Evidence	Not required to be applied. (R 12.2).	Excluded by implication and interpretation (Art. 25(1)): "The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means." See also Art. 9.	Excluded by implication and interpretation. (Arts. 21, & 22(7)).	Excluded by implication and Interpretation, but may be applied by order of the tribunal. (Art. 22.1(vi)).	Excluded by implication and interpretation. "The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered." (Art. 27(4)).
Tribunal Requests for Evidence	Permitted. (R 12.3).	Permitted. The tribunal may summon any party to provide additional evidence (Art. 25(4) and App. IV).	Permitted. (Art. 22).	Apparently permitted under Arts. 22.1 (iii)-(v). The tribunal may conduct enquiries necessary to identify the relevant issues.	Permitted. (Art. 27(3)).
Tribunal Appointment of Neutral Experts	Permitted. (R 12.3).	Permitted. (Art 25(3)).	Permitted. (Art.28(1)).	Permitted. (Art. 21(1)). The tribunal after consultation with the parties may appoint one or more experts to report on specific issues in the arbitration.	Permitted, after consultation with the parties. (Art. 29(1)).
Specific Procedures for Tribunal Experts	No, except that the testimony of such experts is subject to examination by the parties and the Tribunal and to rebuttal. (R. 12.3).	No, except that parties shall have the opportunity to question such expert at a hearing by request. (Art. 25(3)-(4)).	Yes. (Art. 28).	Yes. (Art. 21). Expert shall be and remain impartial and independent of the parties. (Art. 21.2).	Yes. (Art. 29).
Tribunal Inspection of Goods or Property	On-site inspection established as a topic for discussion at the pre-hearing conference. (R. 9.3 (a)).	No express provision but within the discretion of the tribunal. See Arts. 18(2) and 22(2).	The tribunal may inspect property at any location it deems appropriate. (Art. 19(2)). "The tribunal may, on application, require a party to permit inspection on reasonable notice of relevant premises or objects. (Art. 24(7)). Parties shall provide tribunal-appointed experts with "any relevant information or produce for inspection any relevant documents or goods that the expert may require." (Art. 28(2)).	Yes. (Art. 22.1(iv)).	No express provision, but by implication is permitted at any location unless otherwise agreed by the parties. (Art. 18(2)).
Written statements of Witnesses	At the tribunal's discretion. (R. 12.2).	No express provision but within the discretion of the tribunal and upon consultation with the parties. (Art. 22(2)).	Permitted, unless otherwise agreed by the parties or directed by the tribunal. (Art. 26(4)).	Permitted (Art. 20.3). Tribunal may refuse or limit the written and oral testimony of witnesses. (Art. 20.4).	Permitted unless otherwise directed by the arbitral tribunal. (Art. 27(2)).
Telecommunication / Videoconferencing	No express provision that is directly on-point. Notices and communications may be given by any means of telecommunication that provides a record. (R. 2.1). In emergency proceedings, the emergency arbitrator shall include, "when-ever possible, reasonable notice to, and an opportunity for hearing" either in person, by teleconference "or other appropriate means." (R. 14.8).	The arbitral tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by video-conference, telephone or other appropriate means of communication. (Art. 26(1)).	Use is encouraged. (Art. 22(2)).	A hearing may take place virtually by conference call, videoconference or using other communications technology with participants in one or more geographical places (or in combined form). (Art. 19.2).	Permitted of all witnesses at the discretion of the tribunal. (Art. 28(4)).

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Respect of Legal Privilege	Tribunal determines the applicability of any privilege or immunity. (R. 12.2).	No express provision.	Principles of privilege shall be taken into account by the tribunal involving the confidentiality of communication between a lawyer and a client. "When the parties, their counsel, or their documents would be subject under applicable law to different rules, the tribunal should, to the extent possible, apply the same rule to all parties, giving preferences to the rule that provides the highest level of protection." (Art. 25).	No express provision.	No express provision.
Translations	Need for and costs of translations included as a matter to be considered in the initial pre-hearing conference. (R. 9.3(a)). "The Tribunal may order that any documents submitted in other languages shall be accompanied by a translation into such language or languages." (R. 9.6). The Tribunal shall also determine the need and arrangements for translation of any witness testimony. (R. 12.4).	By implication and interpretation, determined by tribunal. (Art. 22(2)).	"The tribunal may order that any documents delivered in another language shall be accompanied by a translation into the language(s) of the arbitration." (Art. 20).	Document translations may be ordered by the Arbitral Tribunal or by the Registrar (if the Arbitral Tribunal has not been formed). (Art. 17.5).	Tribunal may order translation into language agreed by parties on language determined by tribunal. (Art. 19(2)).
Are Hearings Open or Private?	"The Tribunal shall have the right to exclude witnesses from hearings during the testimony of other witnesses." (R. 12.4). Proceedings are confidential unless the parties agree otherwise. (R. 20).	Private except with consent of tribunal and the parties. (Art. 26(3)).	Hearings are private unless agreed otherwise by parties or the law provides to the contrary. (Art. 26(6)).	Private unless otherwise agreed by the parties in writing. (Art.19.4).	Private unless agreed by the parties. (Art. 28 (3)). The tribunal may exclude any witness, except (in principle) a party to the arbitration, during the testimony of other witnesses. (Art. 28(3)).
Closure of Hearings	Not specifically addressed.	"As soon as possible after the last hearing ... or the filing of the last authorized submissions ..., whichever is later, the arbitral tribunal shall ... declare the proceedings closed..." (Art. 27). After closure of hearings, no further submission or argument may be made, or evidence produced, unless requested or authorized by the tribunal. (Art. 27).	The arbitral tribunal may ask the parties if they have any further submissions and upon receiving negative replies or if satisfied that the record is complete, the tribunal may declare the arbitral hearing closed. (Art. 30(1)). "The tribunal in its discretion, on its own motion, or upon application of a party, may reopen the arbitral hearing at any time before the award is made." (Art. 30(2)).	Not addressed directly, but the tribunal has "the fullest authority" to establish form, content, procedure, and time limits for meeting and hearings or any part thereof. (Art. 19.2).	Hearings may be declared closed if the parties have indicated no further proofs to offer, witnesses to be heard or submissions to be made. (Art. 31(1)). The tribunal may, upon application of a party or on its own motion, reopen the hearings at any time before the award is made "if it considers it to be necessary owing to exceptional circumstances." (Art. 31(2)).
Award					
Types of Award	Final, interim, interlocutory and partial. For non-final awards, Tribunal may state whether the award is final for purposes of any related judicial proceedings. (R. 15.1).	Final, interim and partial award are specified (Art. 2(v)), as is Award by Consent after settlement, "if so requested by the parties and if the arbitral tribunal agrees to do so." (Art. 33).	Final, interim, interlocutory and partial. (Art. 32 (1)). In the case of a settlement during the pendency of the proceedings, at the request of all the parties, a consent award on agreed terms may also be made. (Art. 35(1)).	By express provisions, final and consent awards (Art. 26.8 & 26.9). Use of partial and interim awards is implied by Art. 26.1—"The Arbitral Tribunal may make separate awards on different issues at different times."	"The arbitral tribunal may make separate awards on different issues at different times." This implies authority to issue final, interim, interlocutory and partial awards. (Art. 34(1)). In the case of a settlement during the pendency of the proceedings, at the request of the parties, an award on agreed terms also may be made. (Art. 36(1)).
Form of Award	Reasoned, unless the parties agree otherwise. (R. 15.2).	Reasoned. No exception. (Art. 32(2)).	Reasoned unless the parties agree otherwise (Art. 33(1)), or for award issued upon parties' settlement. (Art. 35(1)).	Reasoned unless the parties agree in writing otherwise (Art. 26.2). A Consent Award need not contain reasons. (Art. 26.9).	Reasoned "unless the parties have agreed that no reasons are to be given. (Art. 34(3)), or for an award issued upon parties' settlement. (Art. 36(1)).
Award Required to be Made at the Place of Arbitration	Award deemed made at the seat of the arbitration. (R. 15.2).	Award deemed to be made at the place of the arbitration and on the date stated therein. (Art. 32(3)).	Award deemed made at the place of arbitration. (Art. 19.2). Award shall state the place of arbitration. (Art. 33(2)).	Award deemed to be made at the seat of arbitration. (Art. 16.3). Award shall state the seat of arbitration. (Art. 26.2).	Award deemed to have been made at place of arbitration. (Art. 18(1)).
Scrutiny of Award	Yes. "Prior to execution of any award, the tribunal shall send a copy of the award in draft form to CPR for a limited review for format, clerical, typographical or computational errors." "CPR shall promptly review such award and suggest any corrections to the tribunal." (R. 15.4).	Yes. Mandatory scrutiny by the Court of the draft award before signature is required. "The Court may lay down modifications as to the form of the award and, without affecting the tribunal's liberty of decision, may also draw [the tribunal's] attention to points of substance. No award shall be rendered by the arbitral tribunal until it has been approved by the Court as to its form." (Art. 34).	No formal scrutiny but award must be sent to Administrator in draft form prior to issuance. (Art. 33 (3)).	None. But the sole or presiding arbitrator should deliver the award to the LCIA Court. (Art. 26.7).	None.

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Time Limit for Issuance	Unless otherwise specified by CPR, the Tribunal shall deliver the award to CPR within 10 days of its receipt of the reviewed draft award. CPR shall promptly deliver the award to the parties, provided no fees, expenses, and other charges are outstanding. The Tribunal shall endeavor to file or register the award if required by law of the country where the award is rendered, provided that parties bring such requirement to the attention of the Tribunal and CPR. (R. 15.5).	Generally, six months from the "last signature by the arbitral tribunal or by the parties of the Terms of Reference," or, if any of the parties refuses to participate in the drawing up of the Terms of Reference or to sign the same, "the date of the notification to the arbitral tribunal by the Secretariat of the approval of the Terms of Reference by the Court." (Art. 31(1)). Subject to extension by the ICC Court. (Art. 31(2)).	No later than 60 days after the closure of the hearing unless agreed by the parties, specified by law or determined by the Administrator. (Art. 33(1)).	No specific time limits. "The Arbitral Tribunal shall seek to make its final award as soon as reasonably possible and shall endeavor to do so no later than three months following the last submission from the parties (whether made orally or in writing)." When the Arbitral Tribunal establishes a time for what it contemplates shall be the last submission from the parties, it shall set aside adequate time for deliberation as soon as possible after that last submission and notify the parties of the time it has set aside. (Art. 15.10). It is implied that the LCIA may revoke any arbitrator's appointment for failure to timely issue an award under Arts. 10.1-10.2.	Silent.
Other Formalities					
Making of the Award	Award must be dated and signed by at least a majority of the Tribunal (R. 15.2). Dissenting opinion does not constitute part of the award. (R. 15.3).	Decision is by the majority and if a majority cannot be reached, the award is made by the president alone. (Art. 32(1)).	Award must be signed and dated. "Where there is more than one arbitrator and any of them fails to sign an award, the award shall include or be accompanied by statement of the reason for the absence of such signature." (Art. 33 (2)). An award may be signed electronically as well. (Art. 32(4)). The tribunal is required to comply with filing or registration requirement of an award under the governing procedural law. But "it is the responsibility of the parties to bring such requirements or any other procedural requirements of the place of arbitration to the attention of the tribunal." (Art. 33(4)).	The award must be dated, mention the seat of the arbitration and signed by the tribunal or those members assenting to it. (Art. 26.2). The reason for an omitted signature must be given. (Art. 26.6).	"An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature." (Art 34(4)).
Currency of Award	The award shall be in the "currency or currencies of the contract unless the Tribunal considers another currency more appropriate." (R. 10.6).	Silent. For administrative expenses and arbitrator's fees, "all amounts fixed by the Court or pursuant to any of the appendices to the Rules are payable in US\$ except where prohibited by law or decided otherwise by the Court." (App. III, Art. 3(4)).	Currency of the contract, subject to tribunal discretion. (Art. 34(4)).	The award may be "expressed in any currency, unless the parties have agreed otherwise." (Art. 26.3).	Silent.
Pre-Award and Post-Award Interest	The Tribunal "may award such pre-award and post-award interest, simple or compound, as it considers appropriate, taking into consideration the contract and applicable law." (R. 10.6).	Silent.	May be awarded as considered appropriate by the tribunal. (Art. 34(4)). The tribunal may award such pre-award and post-award interest, simple or compound as it considers appropriate. (Art. 34(4)).	May be awarded at a rate determined by the tribunal, "without being bound by rates of interest practiced by any state court or other legal authority." Interest award may be simple or compound and cover any period up to the date on which the award is compiled with, unless parties agree otherwise. (Art. 26.4).	Silent.
Types of Remedies Expressly Permitted	Any remedy or relief, including specific performance of a contract that is within the scope of the parties' agreement and permissible under the applicable substantive law. (R. 10.4).	Silent.	Unless the parties agree otherwise, the parties waive and forego any right to punitive, exemplary, or similar damages unless any applicable law requires that compensatory damages be increased. (Art. 34(5)).	Silent.	Silent.
Limitations on Relief	Punitive, exemplary and similar damages are excluded unless a statute requires that compensatory damages be increased in a specified manner or the parties agree otherwise. (R. 10.5).	Silent.	Unless the parties agree otherwise, the parties are deemed "to expressly waive and forego any right to punitive, exemplary, or similar damages unless any applicable law(s) requires that compensatory damages be increased in a specified manner. This provision shall not apply to an award of arbitration costs to a party to compensate for misconduct in the arbitration." (Art. 34(5)).	Silent.	Silent.
Post-Award Requests	Within 20 days after receipt of award, a party may request clarification, correction, or an additional award as to claims or counterclaims presented in the arbitration but not determined in the award. The Tribunal shall make such clarification, correction or additional award that it deems justified within 30 days after receipt of party's request. (R 15.6).	Within 30 days of receipt of award, a party may request to the Secretariat interpretation or correction of the award (addendum to the award), or an additional award to claims made in the arbitral proceedings which the arbitral tribunal has omitted to decide (additional award). The other party shall be granted a short time limit to submit any comments. The tribunal shall submit its decision on the request in draft form to the Court not later than 30 days following the expiration of the time limit granted to the other party. (Art. 36(2)(4)).	Within 30 days of receipt of award, a party may request interpretation or correction of the award, or an award as to claims not determined. (Art. 36(1)). Tribunal shall comply with such request that it considers justified within 30 days after receipt of parties' last request. (Art. 36(2)). Tribunal may also do so on its own initiative within 30 days of the date of the award. (Art. 36(3)).	Within 28 days of receipt of award, a party may request correction of an error in computation, any clerical or typographical error, any ambiguity or any mistake of a similar nature. The tribunal shall make the correction within 28 days of receipt of the request if it considers such request justified. (Art. 27.1). This may also be done by the tribunal at its own initiative within 28 days of the date of the award. (Art. 27.2). During the same period, the tribunal may also be asked (or at its own initiative may determine) to make an additional award with respect to claims made in the arbitration and not decided. (Arts. 27.3 & 27.4).	Within 30 days of receipt of award, a party may request correction of any error in computation, any clerical or typographical error, or any error or omission of a similar nature. It also may make such corrections on its own initiative. (Art. 38(1) & 38(2)). The tribunal shall make the correction within 45 days of receipt of the request if it considers it justified. (Art. 38(1)). Within 30 days of receipt of award, a party may request an additional award from claims presented but omitted from the award. (Art. 39(1)). The tribunal shall render or complete its award within 60 days of receipt of the request if it considers it justified and may extend the time limit. (Art. 39(2)). Within 30 days of receipt of award, a party may request interpretation of award. (Art. 37(1)). The tribunal shall give the interpretation within 45 days of receipt of the request. (Art. 37(2)).

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TOPIC	CPR:	ICC:	ICDR/AAA:	LCIA:	UNCITRAL:
Costs	Fixed by the Tribunal in its award (R 19.1). Allocation of costs by tribunal subject to parties' agreement, with the Tribunal taking into account "the circumstances of the case, the conduct of the parties and their counsel during the proceedings, and the result of the arbitration." (R 19.2, 17.2).	Fixed and allocated by tribunal at time of award and who will bear the costs and in what proportions by the parties. (Art. 38(4)). The tribunal may take into account all relevant circumstances, including "the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner." (Art. 38(5)).	Fixed by tribunal in the award(s). Tribunal may allocate such costs among the parties if it determines that allocation is reasonable, taking into account the circumstances of the case. (Art. 37).	Arbitration costs (other than legal costs) are determined by the LCIA in accordance with the Schedule of Costs and allocated by the tribunal (in the absence of a final settlement of the parties' dispute regarding liability for such costs). (Arts. 28.1 & 28.2). Generally, all costs should be allocated "on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration." The reasons for the costs award must be stated. (Art. 28.4).	Fixed by the tribunal. (Art. 40(1)). Generally, costs shall "in principle" be borne by the unsuccessful party, subject to the tribunal's discretion. (Art. 42(1)).
Items Which May Be Included in Costs	Arbitrators' fees and expenses; costs of expert advice and other assistance for Tribunal; expenses of witnesses to such extent as the Tribunal may deem appropriate; legal and other costs incurred by parties to such extent as the Tribunal may deem appropriate; CPR administrative costs; costs of transcript; costs of meeting and hearing facilities. (R. 19.1).	Arbitrators' fees and expenses; ICC administrative expenses fixed by the Court in accordance with the scale in force at the time of the commencement of the arbitration, fees and expenses of tribunal experts, and reasonable legal and other costs incurred by the parties. (Art. 38(1)).	Tribunal fees and expenses, costs of tribunal experts, party's reasonable attorney fees and expert fees, administrator fees, among others. (Art. 37(a-g)).	The "Schedule of LCIA Arbitration Costs" (latest version effective on Oct. 1, 2020, available at the link above) discusses administrative charges in Section 1 and the tribunal's fees and expenses in Section 2.	Tribunal fees and expenses; costs of tribunal experts; travel and other expenses of tribunal and witnesses in discretion of tribunal; reasonable legal fees and expenses of the parties; appointing authority fees. (Art. 40(2)(a)-(f)).
Award of Attorney's Fees	At the tribunal's discretion, they may be included in costs. (R. 19.1 (d)).	At tribunal's discretion, reasonable legal costs incurred by the parties may be included. (Art. 38(1)).	At the tribunal's discretion, reasonable legal and other costs incurred by the parties may be included in costs. (Art. 37(d)).	The tribunal may by an award or order provide that all or part of the legal or other expenses incurred by a party to be paid by another party. The tribunal determines the amount of such costs. (Art. 28.3).	The tribunal may award the successful party reasonable costs for legal representation and assistance if they were claimed during the arbitral proceedings. (Arts. 40(2)(e), 42 (1) & 42(2).)
Confidentiality of Award	Yes, the parties, the arbitrators and CPR shall treat the decisions of the Tribunal as confidential, unless the parties agree otherwise or in connection with judicial proceedings ancillary to the arbitration. (R. 20).	The arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration. ... (Art. 22 (3)).	Yes, "unless otherwise agreed by the parties or required by applicable law, the members of the arbitral tribunal and the Administrator shall keep confidential all matters relating to the arbitration or the award." Art. 40(1). Yet while the award "may be made public only with the consent of all parties or as required by law," Art. 40(3) also provides that the Administrator "may publish or otherwise make publicly available selected awards, orders, decisions, and rulings that have become public in the course of enforcement or otherwise." In addition, "[t]he ICDR may also publish selected awards, orders, decisions, and rulings that have been edited to conceal the names of the parties and other identifying details unless a party has objected in writing to publication within 6 months from the date of the award." (Art. 40(4)).	Not published by LCIA without prior written consent of all parties and the Arbitral Tribunal. (Art.30.3). A general rule of confidentiality applies that "parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain" unless "that disclosure is required by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority." (Art. 30.1).	"An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority." (Art. 34(5)).
Multiple parties, contracts and arbitrations					
Time Limit of Inclusion of a Party	"Whenever joinder is considered, CPR may, in its discretion, adjust or set any deadlines otherwise provided for in Rules 3, 5 and 6." (R. 3.12)	Unless all parties, including the additional party, otherwise agree (with the inclusion of the additional party and with the Terms of Reference), no additional party may be joined after the confirmation or appointment of any arbitrator. The Secretariat may fix a time limit for the submission of a Request for Joinder. (Art. 7(1)).			
Commencement of Arbitration against the Additional Party	"Whenever joinder is considered, CPR may, in its discretion, adjust or set any deadlines otherwise provided for in Rules 3, 5 and 6." (R. 3.12).	The date on which the Request for Joinder is received by the Secretariat shall be deemed to be the date of the commencement of arbitration against the additional party. (Art. 7(1)).	The date on which an additional Notice of Arbitration is received by the Administrator shall be deemed to be the date of the commencement of arbitration against the additional party. Art. 8.		
Parameters for the Arbitral Tribunal's Decision		The arbitral tribunal shall take into account all relevant circumstances, which may include whether the arbitral tribunal has prima facie jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. (Art. 7(5)).		Joinder is an Arbitral Tribunal power after giving parties a reasonable opportunity to state their views. (Art. 22(x)).	Joinder in discretion of the arbitral tribunal. (Art. 17(5).)

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Nomination of Arbitrator	No additional party may be joined after the appointment of any arbitrator, unless all parties, including the additional party, or parties otherwise agree. (R. 3.12).	Where the dispute is to be referred to three arbitrators, the additional party may, jointly with the claimant(s) or with the respondent(s), nominate an arbitrator for confirmation pursuant to Article 13, and subject to Article 7(5). In the absence of a joint nomination, the Court may appoint each member of the arbitral tribunal and shall designate one of them to act as president. Notwithstanding any agreement by the parties on the method of constitution of the arbitral tribunal, in exceptional circumstances the Court may appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award. (Art. 12(6)-(9)).	The Administrator may appoint a consolidation arbitrator, who will have the power to consolidate two or more arbitrations where the parties have expressly agreed to appoint a consolidation arbitrator; or all of the claims and counterclaims in the arbitrations are made under the same arbitration agreement; or the claims, counterclaims, or setoffs in the arbitrations are made under more than one arbitration agreement; the arbitrations involve the same or related parties; the disputes in the arbitrations arise in connection with the same legal relationship; and the arbitration agreements may be compatible. Art. 9.	"Where the Arbitration Agreement entitles each party ... to nominate an arbitrator, the parties to the dispute number more than two and such parties have not all agreed in writing that the disputant parties represent collectively two separate "sides" for the formation of the Arbitral Tribunal (as Claimants on one side and Respondents on the other side, each side nominating a single arbitrator), the LCIA Court shall appoint the Arbitral Tribunal without regard to any party's entitlement or nomination." (Art. 8.1).	
Claims against Multiple Parties	Rules contemplate and are adaptable for multiple parties. See Particular Rule Provisions—Overview.	Claims may be made by any party against any other party. (Art. 8).	"Respondent may make claims or assert setoffs against another Respondent and Claimant may make claims or assert setoffs against another Claimant." (Art. 3(7)).	See Art. 8, "Three or More Parties."	Contemplated by Art. 10(1).
Multiple Contracts		Subject to the provisions of Articles 6(3)–6(7) and 23(4), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules. (Art. 9).			
Consolidation of Arbitrations	Consolidation possible under R. 3.13, where CPR may, at a party's request, consolidate two or more arbitrations pending into a single arbitration, where the parties have agreed; all of the claims in the arbitrations are made under the same arbitration agreement; or the claims are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and CPR finds the arbitration agreements to be compatible.	"The Court may, at the request of a party, consolidate two or more arbitrations into a single arbitration, where: a) the parties have agreed to consolidation; or b) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or c) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible. ... When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties." (Art. 10).	See Art. 9, appointment of a consolidation arbitrator.	The Arbitral Tribunal shall have the power to order with the approval of the LCIA Court, the consolidation of the arbitration with one or more arbitrations into single arbitration subject to the LCIA Rules where all the parties agree to be consolidated in writing. (Art. 22A–22.7(i)).	
Miscellaneous					
Confidentiality of Proceedings	Yes, confidential as to the parties, the arbitrators and CPR. "Unless the parties agree otherwise, the parties, the arbitrators and CPR shall treat the proceedings, any related disclosure and the decisions of the Tribunal, as confidential, except in connection with judicial proceedings ancillary to the arbitration, such as a judicial challenge to, or enforcement of, an award, and unless otherwise required by law or to protect a legal right of a party." Tribunal authorized to resolve specific issues of confidentiality to the extent possible. (R. 20).	There is no provision regarding confidentiality. May be ordered by the tribunal per Art. 22(3).	Yes, unless otherwise agreed by the parties or required by applicable law. Confidential only as to the arbitrator and Administrator, not the parties: "Except as provided in Article 40.3, unless otherwise agreed by the parties or required by applicable law, the members of the arbitral tribunal and the Administrator shall keep confidential all matters relating to the arbitration or the award." (Art. 40.1).	With respect to the parties, there is a general requirement of confidentiality with respect to "all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain." (Art. 30.1). With respect to the arbitrators, the "deliberations of the Arbitral Tribunal shall remain confidential to its members, and if appropriate any tribunal secretary, save as required by any applicable law and to the extent that disclosure of an arbitrator's refusal to participate in the arbitration is required of the other members of the Arbitral Tribunal under Articles 10, 12, 26 and 27." (Art. 30.2).	Hearings are held in camera unless the parties agree otherwise. (Art. 28(3)).
Disclosure of Third-Party Funding/ Interested in the Arbitration		Parties must inform the Secretariat, the arbitral tribunal and the other parties, of the existence and identity of any non-party which has entered into an arrangement for the funding of claims or defenses and under which it has an economic interest in the arbitration's outcome. (Art. 11 (7)).			

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Mediation	<p>Rules are supportive. A party may propose settlement negotiations; the tribunal may suggest that the parties explore settlement; or CPR may invite the parties to mediate. (R 21.1 & 21.3).</p> <p>Tribunal members are barred from mediating (R. 21.2), and "will not be informed of any settlement offers or other statements made during settlement negotiations or a mediation between the parties, unless both parties consent." (R. 21.4).</p> <p>Arbitration terminated if parties settle the dispute before an award is made. Tribunal may record the settlement in the form of an award if requested by all parties. (R. 21.5).</p>	<p>Rules are supportive in general. For example, it is suggested that parties may be informed that they may consider "settlement of all or part of the dispute either by negotiation or through any form of amicable dispute resolution methods such as, for example, mediation under the ICC Mediation Rules." (App. IV(h)(i)); see also ICC 2014 Mediation Rules at the link at the top of this column).</p>	<p>Yes. ICDR upon a party request may invite the parties to mediate in accordance with the ICDR's International Mediation Rules following the time for submission of an answer. Parties may agree to mediate at any stage of the proceedings. By default, the mediation takes place concurrently with the pending arbitration, and the mediator shall not be an arbitrator appointed to the case. (Art. 6).</p>	<p>Silent, except that "[i]n the event of any final settlement of the parties' dispute, the Arbitral Tribunal may decide to make an award recording the settlement if the parties jointly so request in writing." (Art. 26.9).</p>	<p>Silent, except "If before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms." (Art. 36(1)).</p>
Limitation of Arbitrator Liability	<p>"Neither CPR nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules." (R. 22).</p>	<p>General limitation of liability for tribunal and others unless prohibited by law. (Art. 41).</p>	<p>"The members of the arbitral tribunal, ... and the Administrator shall not be liable to any party for any act or omission in connection with any arbitration under these Rules, except to the extent that such a limitation of liability is prohibited by applicable law." (Art. 41).</p>	<p>Yes, except for conscious and deliberate wrongdoing or where prohibited by any applicable law. (Art. 31.1).</p>	<p>Yes, parties waive claims based on any act or omission in connection with the arbitration "to the fullest extent" allowed by law except in case of intentional wrongdoing. (Art. 16).</p>
Waiver of Non-Compliance with Rule	<p>Yes, if a party knows of the failure and fails to promptly object. (R. 23).</p>	<p>Yes, if a party fails to object to "a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings." Wording may be argued to apply to jurisdictional claims as well. (Art. 40).</p>	<p>Yes, if a party knows of the failure but proceeds with the arbitration and fails to promptly object in writing. (Art. 31).</p>	<p>Yes, if a party knows that any provision of the Arbitration Agreement has not been complied with but proceeds with the arbitration and fails to promptly object. (Art. 32.1).</p>	<p>Yes, if a party knows of the failure but proceeds with the arbitration and fails to promptly object, unless it can show that failure to object was justified. (Art. 32).</p>
Arbitrator Compensation	<p>Arbitrators shall be compensated "on a reasonable basis determined at the time of appointment." The compensation of each arbitrator shall be fully disclosed to all tribunal members and parties. Whenever there is a disagreement, "an appropriate rate shall be established with the arbitrator by CPR and confirmed in writing to the parties." (R. 17.1).</p>	<p>Determined by the Court, not the arbitrators. (Art. 38(1)). The Court uses a published scale (App. III(B)). "The Court may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant scale should this be deemed necessary due to the exceptional circumstances of the case." (Art. 38(2)).</p>	<p>Determined by the administrator as soon as practicable after the commencement of the arbitration, in consultation with the parties and all arbitrators, taking into account the arbitrators' stated rate of compensation and the size and complexity of the case. (Art. 38(1)).</p>	<p>Rates agreed prior to appointment and generally take into account complexity of the case and special arbitrator qualifications. Arbitrator fees are generally capped at £500 hour. Parties are referred to guidelines contained in the Schedule of LCIA Arbitration Costs. See link above. (Schedule of LCIA Arbitration Costs, Art. 2(i)).</p>	<p>Arbitrators' compensation fixed by tribunal and shall be "reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case" (Art. 41(1)). A mechanism is provided for the parties to dispute the fees determined by the tribunal. (Arts. 41(2)–41(4)).</p>
Arbitral Institution as Appointing Authority	<p>Yes.</p>	<p>See Art. 12(2). Available in emergency proceedings. (App. V, Art. 2(1)).</p>	<p>Under Art. 13, the parties may agree upon any procedure for appointing arbitrators ... with or without the assistance of the Administrator." Art. 13 includes conditions of ICDR appointing authority at direction of parties.</p>	<p>Yes, LCIA will act as Appointing Authority as well as parties under their agreement. (Arts. 5.7, 5.9 & 7.1).</p>	<p>Parties may agree to the appointing authority. Procedures related to the selection and designation of appointing authorities set forth in Art. 6.</p>
Claims Arising out of or in Connection with the Administration of the Arbitration Proceedings		<p>Disputes shall be governed by French law and settled by the Paris Judicial Tribunal (Tribunal Judiciaire de Paris) in France, which shall have exclusive jurisdiction in claims arising out of or in connection with arbitration administration of the ICC Court. (Article 43).</p>			