



# Alternative Dispute Resolution

---

Overview Summary of Saudi  
and International Arbitration

2023-2024

Bedoor Alrabiah

## TABLE OF CONTENTS

---

**01**

What is ADR?

**02**

AAA, ICAC, SIAC, CIETAC rules  
comparison.

**03**

Comparative table of ICC, ICDR, LCIA,  
and SCC rules

**04**

Comparative table: commencement  
of arbitration proceeding.

**05**

Document production of institutional  
rules.

**06**

Evidence: institutional rules

## What is ADR?

---

Type	Practical Guidance
Document type	Practice Note
Date	21 Dec 2023
Jurisdiction	Saudi Arabia
Copyright	LexisNexis

---

Document link: [https://www.lexismiddleeast.com/pn/SaudiArabia/What\\_is\\_ADR\\_](https://www.lexismiddleeast.com/pn/SaudiArabia/What_is_ADR_)

## Overview

- One of the main themes of the Kingdom of Saudi Arabia's Vision 2030 is attracting local and foreign investment.
- Vision 2030 has led to rapid and prominent development in the alternative dispute resolution (ADR) ecosystem in KSA, since an effective and enforceable ADR system is considered by many investors as an indicator of a positive business environment, which incentivises investment.
- The two main ADR mechanisms that are regulated and institutionalised in KSA are mediation and arbitration.
- This Practice Note will give an overview on mediation and arbitration under KSA laws and regulations.

## Definitions

- *ADR*: Alternative dispute resolution.
- *COC*: Chamber of Commerce.
- *KSA*: Kingdom of Saudi Arabia.
- *SCCA*: Saudi Centre for Commercial Arbitration.
- *ODR*: Online dispute resolution.

## Practical Guidance

Saudi Arabia has sought to codify for the first time the laws governing contracts and torts. Saudi Arabia Royal Decree No. M191/1444 On the Approval of the Civil Transactions Law (Saudi Arabia Cabinet Decision No. 820/1444 Civil Transactions Law) came into force on 16 December 2023. It brings the country's legal framework in alignment with global best practice. The landmark legislation is widely expected to provide investors with more certainty with regards to the application of the law by the Saudi courts which was historically inconsistent in comparison with other jurisdictions.

Saudi Arabia Royal Decree No. M191/1444 (Saudi Arabia Cabinet Decision No. 820/1444) regulates the formation and interpretation of contracts in a similar manner to the civil codes of most other jurisdictions. Notably, it will have retroactive application on pre-existing contracts or relationships that existed prior to 16 December 2023, except in the following limited scenarios:

- if any statutory provision or judicial principle, relating to an incident, contradicts the provisions of the law, and one of the parties who invoked it; or
- in case of where a judgment rendered related to a cause of action that has a statutory limitation period which started prior to the law coming into effect. To the extent that the codified provisions do not regulate a relevant term of a contract, the 41 Shariah maxims enunciated in the final chapters of Saudi Arabia Royal Decree No. M191/1444 (Saudi Arabia Cabinet Decision No. 820/1444) will operate to fill any gaps in the law, failing which the most suitable Shariah principle will apply.

While Saudi Arabia Royal Decree No. M191/1444 (Saudi Arabia Cabinet Decision No. 820/1444) is yet to be tested before the Saudi courts, and its retroactive application will need to be carefully considered (and possibly incorporated) by parties with existing contracts or relationships, those doing business in Saudi Arabia should take comfort. These latest reforms denote a major commitment to modernising the country's legal framework and will ultimately make it easier to do business in KSA.

Notwithstanding the above, two types of ADRs are currently regulated and institutionalised in KSA namely mediation and arbitration.

Below is a brief overview of these two ADR mechanisms under KSA laws.

## Mediation

Mediation (also referred to interchangeably as conciliation in some KSA statutes), is generally a method used to resolve a dispute outside the courts. In mediation proceedings, an impartial third-party acts as a facilitator of the negotiations between the parties in the disputes, in order to assist and guide the parties towards reaching an amicable settlement of their disputes.

Although any parties to a conflict may initiate ad hoc mediation proceedings by privately appointing and working with a mediator to facilitate the execution of a settlement agreement, mediation is institutionalised by the following four authorities in KSA:

- the Reconciliation Centre at the Ministry of Justice;
- the Amicable Dispute Resolution Department at the Labour Office;
- the Saudi Centre for Commercial Arbitration; and
- the Chamber of Commerce (COC).

The 2023 SCCA Arbitration Rules do not revise the [SCCA Mediation Rules](#)<sup>[1 p.9]</sup>, which were last amended in 2018.

### Mediation at the Reconciliation Centre

The Reconciliation Centre was established by the Ministry of Justice by Saudi Arabia Council of Ministers Decision No. 103 /1434 issued on 13/06/2013 G with the goal of facilitating amicable settlement of disputes and issuing a binding settlement report, which becomes an enforcement instrument upon its execution by the parties, through one of its reconciliation offices established in courts and notary offices. Each reconciliation office includes one or more mediator, who has to meet the conditions and the requirements set forth by the Minister of Justice, and cases referred to the reconciliation office are administered by only registered mediators, who are paid fees in accordance with the applicable regulations ([Reconciliation Regulations](#)<sup>[2 p.9]</sup>).

Cases are referred to the Reconciliation Centre in two ways:

- by the courts, which initiates judicial mediation; or
- by the parties to the disputes, whether before or after a lawsuit is filed, or at any stage of the litigation procedure, provided that the judge hearing the case is notified.

Pursuant to [Saudi Arabia Ministerial Resolution No. 5595/1440 dated 01/08/2019 G](#)<sup>[2 p.9]</sup>, the courts refer cases to reconciliation offices before the claim is registered, including the type of cases set out below:

Courts	Types of cases
General Courts	Cases such as financial demands, property evacuations, and traffic claims.
Criminal Courts	Where the claim involves a private right, cases such as trespass, disobedience, insult, assault and threatening suits.
Family Courts	Cases such as divorce, alimony custody and visiting claims.

It is worth noting that a referral to the reconciliation offices does not bar the parties from settling their dispute elsewhere including in an ad hoc private arrangement.

Saudi Arabia Ministerial Resolution No. 5595/1440 also specifies the ethical obligations of the registered mediators, which include:

- the obligation to protect the confidentiality of information that is disclosed to the mediators as a result of, or in connection to, their roles, including the existence of the sessions, all the information and the evidences provided in the sessions and the settlement report. As such, mediators are prohibited from disclosing such information to the judiciary unless expressly authorised by the provision of the resolution in very limited circumstances; and
- the duty of impartiality requires mediators to be unbiased, and to disclose and avoid cases with conflict of interest.

Finally, Saudi Arabia Ministerial Resolution No. 5595/1440 also articulates the procedures to be followed by the reconciliation offices and the mediators, including the time and place for mediation sessions, the notices, the maximum number of sessions for a single case and their duration, and the rules and procedures relevant to the issuance of mediation and settlement reports. The mediator has the flexibility to conduct the sessions through meeting with both parties simultaneously or meeting them individually before or during the sessions to facilitate the settlement.

If a settlement report is issued, signed by the parties and certified by the conciliation office, it is treated as an enforcement document under Saudi Arabia Royal Decree No. M53/1433 Related to the Saudi Arabia Execution Law (Saudi Arabia Cabinet Decision No. 261/1433 Approving the Execution Law). Therefore, in the event that a party defaults in their obligations, the non-defaulting party can resort directly to the enforcement courts to enforce it.

### Mediation at the Labour Office

A labour claim must first be brought to the Labour Office to take the necessary measures to settle the dispute amicably before it is transferred to the Labour Court. This procedure is undergone at the Amicable Settlement Department at the Labour Office in the jurisdiction in which the employee's place of employment is located. Mediators at the Labour Office hold special licenses issued by the Ministry of Labour.

Below is an overview of the mediation procedures at the Labour Office:

- The claimant files the case electronically through the claimant's account in the Ministry of Labour portal by filling the application and uploading the supporting documents.
- When the case is accepted, the parties are informed through text messages and electronic email.
- The system gives a one-week period to allow direct negotiation.
- If the parties do not negotiate or reach a settlement, the first amicable settlement session is held within a period not exceeding ten business days from the date of case registration.
- Settlement sessions are scheduled, and notification text messages are sent to the parties.
- If the respondent is the employer and the employer fails to attend the first session, the employer's services at the Ministry of Labour are immediately suspended until the employer attends the session. If the employer fails to attend

after the first session, the employee has the right to transfer their services to another employer without the consent of the current employer.

- If the parties reach a settlement, a settlement report is drafted according to the form prepared by the Ministry of Labour and the report is signed by the mediator and the concerned parties.
- Once the settlement report is certified by the Amicable Settlement Department, it is considered final, binding and enforceable (unless it violates the law). Therefore, the settlement report is treated as an enforceable instrument. The Ministry of Labour is entitled to suspend the services of any party who refrains from carrying out their settlement obligations within the specified period in the instrument.
- Alternatively, if the parties fail to reach a settlement within 21 working days from the date of the first session, the mediator issues a report stating the reason why each party did not consent to the other party's request, including their opinion on the case based on the applicable laws and precedents, and the Labour Office then electronically transfers the case to the competent Labour Court unless the parties agree to extend the mediation period.

In general, mediators at the Labour Office have the authority to act not only as facilitators, but also as neutral evaluators. Mediators can therefore advise the parties about the legality of their claims under the applicable laws, regulations, and precedents. The mediator may also appoint one or more technical or professional experts in the subject matter of the dispute if it would facilitate the settlement.

Just as the mediators at the Reconciliation Centre at the Ministry of Justice, mediators at the Labour Office are obligated to abide by the ethical duties of confidentiality and impartiality.

#### *Mediation at the SCCA*

The SCCA has the power to administer both mediation and arbitration proceedings. The SCCA issued Mediation Rules issued in October 2018 (SCCA Mediation Rules) to govern mediation procedures at the SCCA, including representation, the appointment of the mediator, the mediator's duties, vacancies, the duty to maintain privacy and confidentiality, and the fees and cost of mediation procedures.

Pursuant to the SCCA Mediation Rules, any parties can agree to submit to mediation at the SCCA, whether by agreeing to refer existing or future disputes. In addition, where there is no pre-existing agreement to submit to mediation under the auspices of SCCA, a party may request the SCCA to invite the other party to participate in "mediation by voluntary submission". Upon receipt the request, SCCA will contact the other party and attempt to obtain an agreement to mediate.

If the parties reach an agreement, a settlement agreement is drafted by the mediator. Unlike mediation at the Ministry of Justice and Labour Offices, the agreement is not an enforcement instrument. However, the agreement is still binding upon the parties under the Sharia principle equivalent to *pacta sunt servanda*. If one of the parties does not fulfil its obligations under the settlement agreement, the other party can file a case to the competent court to enforce the settlement agreement.

#### *Mediation at the COC*

The COC also offers institutionalised mediation services. This service is available to Saudi traders and local and foreign investors. There are costs for such service, and in order to utilise the service, the applicant must submit a statement of claim and any relevant attachment to the COC. Upon receipt of the application, the COC appoints a mediator to oversee the settlement of the dispute.

## **Arbitration**

Arbitration is another common alternative form of dispute resolution that is undergone outside the court, by consensual written agreement of the parties. In arbitration, the parties agree to refer a dispute to one or more impartial third parties called arbitrators or an arbitral tribunal, whose decision is final, binding and enforceable. In KSA, the Saudi Centre for Commercial Arbitration (SCCA) was established in 2014, given the inflow of international investment into Saudi Arabia necessary to facilitate Vision 2023 and on 1 May 2023, the SCCA published its revised SCCA Arbitration Rules. The key changes include:

- Wider discretionary powers for the arbitral tribunal.
- Use of technology.
- Establishment of the SCCA Court.

On 13 November 2022, the SCCA established a branch based in the Dubai International Finance Center (DIFC) meaning that parties may therefore choose the SCCA arbitration rules in conjunction with a DIFC seat.

Article 2 of Saudi Arabia Royal Decree No. M34/1433 Arbitration Law (article 2 of Saudi Arabia Cabinet Decision No. 156/1433 Approving the Arbitration Law) states that it is not applicable to family disputes or matters not subject to reconciliation. On the other hand, the parties are free to consensually agree to arbitrate, to appoint the arbitrator or the arbitral tribunal, allocate the applicable procedures, the applicable substance law, the seat and the language of arbitration, as per articles 9, 15, 17, 25, 38, 28, and 29 of Saudi Arabia Royal Decree No. M34/1433 (articles 9, 15, 17, 25, 38, 28, and 29 of Saudi Arabia Cabinet Decision No. 156/1433). The arbitral tribunal, under the competence principle, decides on its own jurisdiction including the existence and the validity of arbitration agreement and whether it covers the subject of the dispute, as per article 20 of Saudi Arabia Royal Decree No. M34/1433 (article 20 of Saudi Arabia Cabinet Decision No. 156/1433).

Arbitration awards issued in compliance with Saudi Arabia Royal Decree No. M34/1433 (Saudi Arabia Cabinet Decision No. 156/1433) are final, binding, enforceable and has an equivalent authority to judicial judgment, as per article 52 of Saudi Arabia

Royal Decree No. M34/1433 (article 52 of Saudi Arabia Cabinet Decision No. 156/1433), and cannot be appealed. Just like mediation settlements issued by the Ministry of Justice and Labour Office, arbitration awards treated as an enforcement instrument and are enforceable by the enforcement courts under article 9 of Saudi Arabia Royal Decree No. M53/1433 (article 9 of Saudi Arabia Cabinet Decision No. 261/1433).

Although it is not mandatory on the parties to subject arbitration proceedings to the supervision of KSA institutions, several institutions currently exist in KSA, namely:

- the SCCA;
- the COC; and
- specialised arbitration institutions.

#### *Arbitration at the SCCA*

Pursuant to the SCCA Regulations, the SCCA has the power to oversee arbitration proceedings based on the express agreement of the parties to refer the dispute to the SCCA. The SCCA's main services and regulations include the following, which are conducted based on the SCCA's Arbitration Rules issued in May 2023:

- **Emergency arbitration:** Article 7(8) of the Arbitration Rules states that the emergency arbitrator must make an order or decision within 15 days of the filing of the case. This time may be extended upon request to the SCCA by the emergency arbitrator or by the SCCA itself in a reasonable manner.
- **Expanding the tribunal's powers:** Article 8(2) empowers the arbitral tribunal to order a party seeking to amend or supplement a claim with a payment of reasonable security before making the request. Similarly, article 9(3) allows the arbitral tribunal to reject proposals to amend the constitution if it considers it necessary to protect the constitution of the arbitral tribunal or its purpose. In making this decision, the arbitral tribunal must consider the scope of the arbitration and the potential impact of changes and additions to the arbitration.
- **Representation by foreign counsel:** Article 9 of the Arbitration Rules expressly allows parties to be represented or assisted by persons of their choice, including foreign counsel and "other competent representatives".
- **Consolidation:** Article 13 of the Arbitration Rules authorises SCCA tribunals to combine two or more arbitrations in certain circumstances to facilitate and expeditiously resolve disputes arising out of the legal relationship. A merger is permitted if:
  - the parties have consented to the merger;
  - all claims in the arbitration will be brought pursuant to a single arbitration agreement; and
  - if the arbitration claims are not brought under a single arbitration agreement, but the dispute arises as a matter of law and the SCCA Court determines that the arbitration agreements are compatible.

As per article 13(4) of the Arbitration Rules, each party in a consolidated arbitration will be deemed to have waived its right to appoint an arbitrator, and the SCCA Court will have the power to finalise the composition of the arbitral tribunal in the consolidated arbitration, including confirmation or cancellation of the appointment of the defender. Another arbitrator may be appointed or one of the pre-appointed arbitrators can be chosen to conduct a consolidated arbitration.

- **Third party funding:** Article 17(6) of the Arbitration Rules require disclosure of the identity of non-parties who have a financial interest in the outcome of the arbitration, including third-party funders.
- **Arbitrator challenges:** Article 18 of the Arbitration Rules sets out the circumstances in which an arbitrator may be challenged and introduces two new grounds for challenge. The first ground is the arbitrator's breach of duty, and the second is the arbitrator's breach of the criteria agreed upon by the parties.
- **Language:** Article 23 of the Arbitration Rules states that both the arbitral tribunal and administrator will be guided by the language of the arbitration agreement which is the convenience of the chosen language to the parties and may ask some documents to be translated in case of multiple languages.
- **Sustainability:** Article 25(2) of the Arbitration Rules encourages the parties to carry out activities in a manner that respects the environment. Article 10 of the Arbitration Rules states that administrative meetings must be held remotely.
- **Online dispute resolution:** Schedule IV of the Arbitration Rules contains the third edition of the SCCA ODR Rules, first adopted on 15 October 2018 and revised on 1 July 2021. This means that if the parties agree to write and agree an amount, the ODR regulations must be included. The amount in dispute will not exceed SAR 200,000 (which represents the total amount in dispute excluding arbitration fees). If there is any conflict between the Arbitration Rules and the ODR Rules, the latter will prevail.
- **Early disposition of claims or defences:** Article 26 of the Arbitration Rules allows the arbitral tribunal, at the request of a party, to dismiss any claim or defence made at any stage of the proceedings. It further allows arbitral tribunals to exercise this power in relation to "questions of jurisdiction, competence and legal validity". Article 26 of the Arbitration Rules allows the arbitral tribunal to award costs immediately or reserve them for a later stage of the proceedings.



- Time limit for awards: Article 33 of the Arbitration Rules sets a longer deadline for final grades. Instead of the previous 60-day limit, the 2023 Arbitration Rules allows courts 75 days.
- Publication of awards: Article 36(3) of the Arbitration Rules allows the SCCA to make its awards public.
- Law applicable to arbitration agreement: Article 37(4) of the Arbitration Rules states that "the law applicable to the place of arbitration" is the default law applicable to the arbitration agreement, unless the parties expressly agree otherwise.
- Cybersecurity, privacy and data protection: Article 46 of the Arbitration Rules sets out five factors that parties, mediators and the SCCA must consider when adopting information security measures, namely:
  - the nature of the risk involved;
  - current information security practices, structures and capabilities of parties, intermediaries at the SCCA;
  - the burden, costs and relative assets of the parties, the arbitrator and the SCCA;
  - the appropriateness of the security measures to be taken in relation to the scale, value and risk profile of the conflict; and
  - the effectiveness of arbitration.

### *Arbitration at the COC*

In addition to mediation services, the COC also offers institutionalised arbitration services. This service is available to members at the COC. The COC offers various services in this regard, including assistance in the drafting and execution of the arbitration agreement, the appointment of arbitrators, and the provision of secretariat and a seat for arbitration.

### *Specialised arbitration institutions*

Several specialised arbitration institutions have been established in KSA over the years, and are certified by the standing committee for Saudi arbitrations centres, which includes the Saudi Real Estate Arbitration Centre, the Saudi Engineering Arbitration Centre and the Saudi Bar Association (SBA) for arbitration and settlement.

## Comparison with common law

- With regards to mediation and arbitration proceedings, KSA generally abides by international standards and principles, which are generally similar in most common law jurisdictions. Saudi Arabia is party to many international agreements and conventions in this regard, including the [New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards](#)<sup>[3 p.9]</sup> which was ratified by KSA on 19 May 1994 (which requires courts of contracting states to enforce arbitration awards made in other contracting states). On 7 August 2019, KSA signed the [United Nations Convention on International Settlement Agreements Resulting from Mediation](#)<sup>[4 p.9]</sup>, which provides a uniform and efficient framework for the settlement and enforcement cross- border disputes based on mediation. Further, Saudi Arabia Royal Decree No. M34/1433 (Saudi Arabia Cabinet Decision No. 156/1433) is enacted based on [UNCITRAL Model Law](#)<sup>[5 p.9]</sup> principles, which includes parties' autonomy, competence, seat theory, separability and enforceability. Saudi Arabia Royal Decree No. M34/1433 (Saudi Arabia Cabinet Decision No. 156/1433) is further supported by Saudi Arabia Cabinet Decision No. 541/1438 Approving the Implementing Regulation of the Arbitration Law which came into force on 9 June 2017.
- KSA laws and regulations pertaining to mediation and arbitration institutions are similar in many aspects to common law jurisdictions.
- However, the most prominent distinction between alternative dispute resolution in the KSA and common law jurisdictions, is the recognition modern and addition alternative dispute resolution forms in common law jurisdictions, most notably the United States, which have not been formally institutionalised in Saudi Arabia, including:
  - non-binding arbitration;
  - early neutral evaluation;
  - mini trials, pro term trials, and summary jury trials;
  - hire a judge proceedings;
  - dispute panels;
  - cooperative problem solving;
  - fact-finding; and
  - ombud.

## Related Content

### Legislation

- Saudi Arabia Royal Decree No. M53/1433 Related to the Saudi Arabia Execution Law
- Saudi Arabia Cabinet Decision No. 261/1433 Approving the Execution Law



- Saudi Arabia Royal Decree No. M34/1433 Arbitration Law
- Saudi Arabia Cabinet Decision No. 156/1433 Approving the Arbitration Law
- Saudi Arabia Cabinet Decision No. 541/1438 Approving the Implementing Regulation of the Arbitration Law
- Saudi Arabia Royal Decree No. M191/1444 On the Approval of the Civil Transactions Law
- Saudi Arabia Cabinet Decision No. 820/1444 Civil Transactions Law
- Saudi Arabia Council of Ministers Decision No. 103/1434 dated 13/06/2013 G Launching a Reconciliation Centre in the Ministry of Justice and Regulating its Mandate
- [Saudi Arabia Ministerial Resolution No. 5595/1440 dated 01/08/2019 G approving the Reconciliation Rules and Procedures](#)<sup>[2 p.9]</sup>

## Regulations

### *KSA*

- [SCCA Mediation Rules](#)<sup>[1 p.9]</sup>
- SCCA Arbitration Rules
- [Reconciliation Rules and Procedures](#)<sup>[2 p.9]</sup>

### *International*

- [New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards](#)<sup>[3 p.9]</sup>
- [United Nations Convention on International Settlement Agreements Resulting from Mediation](#)<sup>[4 p.9]</sup>
- [UNCITRAL Model Law](#)<sup>[5 p.9]</sup>

## Author



**Bedoor Alrabiah**

*Lawyer, Saudi Arabia*

Bedoor.alrabiah@hotmail.co.uk

+966-532-964-520

### ***Education***

- LLB - West London University.
- LLM - Law from Cardiff University.
- LPC - South Wales University.

### ***Biography***

Bedoor Tawfiq Alrabiah is a licensed lawyer in Saudi with license No. 421721. She has previously worked in a local law firms in KSA and UK and Kuwait. She has represented the largest oil and gas companies in the Kingdom in commercial, labor disputes. Bedoor has represented maritime companies in relation to international and shipping disputes. And construction companies in both Adhoc and institutional arbitration centers locally and internationally. She has settled four arbitration disputes amounting to 10.9 million SAR and a commercial dispute for 7.5 million SAR. She has represented individuals in labor, real estate and commercial cases. Drafted several terms and conditions for startup companies locally and internationally and Advised one of the biggest construction companies in the Eastern Province on its entitlement for an amount of 260 million SAR.

Bedoor is fluent in both English and Arabic. She graduated with an LLB from West London University. She also gained her LLM in Law from Cardiff University and has passed her LPC from South Wales University.

## Notes

1. <sup>▲ [p.2] [p.7]</sup> [https://sadr.org/assets/uploads/download\\_file/Arbitration\\_Rules\\_2018\\_-\\_English.pdf](https://sadr.org/assets/uploads/download_file/Arbitration_Rules_2018_-_English.pdf)
2. <sup>▲ [p.3] [p.3] [p.7] [p.7]</sup> <https://www.moj.gov.sa/Documents/Regulations/pdf/En/pdf/Operating%20Rules%20and%20Procedures%20of%20Reconciliation%20Offices.pdf>
3. <sup>▲ [p.6] [p.7]</sup> <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/new-york-convention-e.pdf>
4. <sup>▲ [p.6] [p.7]</sup> [https://uncitral.un.org/en/texts/mediation/conventions/international\\_settlement\\_agreements](https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements)
5. <sup>▲ [p.6] [p.7]</sup> [https://uncitral.un.org/en/texts/arbitration/modellaw/commercial\\_arbitration](https://uncitral.un.org/en/texts/arbitration/modellaw/commercial_arbitration)

## AAA, ICAC, SIAC, CIETAC Rules Comparison

		ARBITRAL INSTITUTION		
<b>Key Features</b>	AAA (American arbitration association)	ICAC ( International commercial arbitration court [ Russia])	SIAC (Singapore International Arbitration center)	CIETAC ( China International economic and trade arbitration commission)
<b>How to commence arbitration</b>	Article 2 – Written Notice to the AAA Administrator and to the other party concurrently. Claimant may commence using Administrator’s online system at www.icdr.org.	§8.1 – Statement of claim filed with the ICAC.	Rule 3.1: File Notice of Arbitration with Registrar.	Article 12: Submit Request for Arbitration in writing to the Arbitration Court.
<b>How many arbitrators</b>	Article 11 – In the absence of agreement between the parties, 1, unless Administrator decides 3 is appropriate.	§17.2 – 3 arbitrators unless the ICAC Presidium decides in its own discretion on a sole arbitrator and unless parties agree otherwise.	Rule 6.1 – 1 unless the parties have agreed otherwise or 3 if complexity of dispute so requires.	Article 25 – 3 unless parties agree to 1.
<b>Who appoints arbitrators</b>	Article 12 - Parties may agree any procedure for appointing the arbitrators and in the absence of agreement, Administrator will appoint using ICDR list method in Article 12(6).	§17- Parties can make representations within 15 days of notice from ICAC otherwise ICAC Presidium appoints.	Rule 6 – President shall appoint the arbitrator (President defined as the President of the Court and includes Vice president and the Registrar (Rule 1.3); parties may nominate an arbitrator but the nomination is subject to appointment by the President.	Article 26 – Parties nominate from list of CIETAC approved arbitrators; parties may nominate arbitrator(s) from outside of CIETAC’s list but such arbitrator(s) must first be confirmed by Chairman of CIETAC.
<b>Restrictions on national Other pf arbitrators</b>	No restrictions	No restrictions.	No restrictions.	No restrictions.
<b>The time limit for challenging the appointment of arbitrators</b>	Article 14(1) -15 days from notification of appointment or	§18.1 – Either party may send written notice of challenge to the ICAC within 15 days of	Rule 12.1 – Either party must send notice of challenge within 14 days after receipt of	Article 32 – Within 10 days from the date of receipt of the Declaration or written

	from becoming aware of the disqualifying circumstances.	being notified of composition of tribunal.	notice of appointment or within 14 days after disqualifying circumstances become known (listed in Rules 11.1 and 11.2).	disclosure of arbitrator or within 15 days from the date a party receives the Notice of Formation of the Arbitral Tribunal.
<b>Multi-party Disputes</b>	Article 12(5) – Administrator may appoint tribunal unless the parties have agreed otherwise within 45 days of commencement of the arbitration.	§17.8- Multiple claimants and respondents each to choose one arbitrator and one reserve arbitrator. Where no agreement is reached, the ICAC Presidium shall appoint.	Rule 9 – If 3 arbitrators are to be appointed, Claimant(s) jointly nominate 1 arbitrator and Respondent(s) nominate 1 arbitrator within 28 days of receipt by Registrar of Notice of Arbitration; if not timely nominated by either party, then President appoints all 3. If 1 arbitrator, all parties must agree. In absence of nomination within 28 days of receipt by Registrar of Notice of Arbitration, President appoints.	Article 29 – When there are two or more Claimants and/or Respondents, they must jointly nominate their 1 arbitrator or entrust Chairman to appoint their 1 arbitrator. If either side fails to nominate, Chairman will appoint all 3 members of tribunal and designate 1 as presiding arbitrator.
<b>Hearing venue</b>	Article 17 - Unless otherwise agreed by parties, this is initially determined by the Administrator with the tribunal having the final say within 45 days after its constitution.	§22 – Moscow although the parties may agree to hold the hearing in a different place	Rule 18 – Unless otherwise agreed, seat of arbitration will be Singapore unless tribunal determines that another seat is more appropriate.	Article 36 – Unless otherwise agreed, Beijing for a case administered by the Arbitration Court or at the domicile of the subcommission /arbitration center administering the case, or at another location if tribunal deems it necessary with approval of President of Arbitration Court.
<b>Challenges to the jurisdiction of tribunal</b>	Article 19(1) - Made to the tribunal itself.	§2(4) – To be decided by an arbitral tribunal examining the case.	Rule 25 – If challenge is made before the tribunal is selected, then it is made to the Registrar who then determines if objection is to be made to the Court. If after tribunal selected, then made to tribunal.	Article 6 – Made to tribunal in writing.

<b>Arbitration procedure</b>	Article 20 - Subject to the Rules, the tribunal has discretion in how to conduct proceedings.	§21 – To be conducted on an adversarial basis and on the principle of equality of the parties.	Rule 15: To be determined by tribunal. Tribunal will conduct arbitration in such manner as considers appropriate, after consulting with parties.	Articles 4 and 35 – To be determined by tribunal unless parties agree otherwise.
<b>Confidentiality</b>	Article 37 – Yes.	§25 - Yes	Rule 35.1 – Yes	Article 38 – Yes
<b>Time limit for award</b>	Article 30(1) – As quickly as possible but no later than 60 days from the date of the closing of the hearing unless parties have other agreement.	§24 – Within 180 days after the date of composition of the arbitral tribunal. The ICAC Presidium may extend this period.	Rule 28.2 – Tribunal submits draft award to the Registrar within 45 days after close of proceedings.	Article 48 – Arbitral tribunal must render award within 6 months from date on which the arbitral tribunal is formed. May be extended with permission from the President of the Arbitration Court
<b>Who makes the award if arbitrators disagree</b>	Article 29(2) - Majority of the arbitrators.	§38.2 – If an award cannot be made by majority vote, it is made by the presiding arbitrator.	Rule 28.5 – The majority if more than 1 arbitrator; if majority cannot agree, then presiding arbitrator will make the award.	Article 49(5) and (6) – Majority if more than 1, or if no majority then award is made in accordance with the presiding arbitrator's opinion.
<b>Scrutiny of the award by any other body</b>	Articles 30 - No but if the arbitration laws of the country where the award is made require the award to be filed or registered, the tribunal shall cause such requirements to be satisfied.	No	Rule 28.2 – After Tribunal submits draft award to Registrar, Registrar may, as soon as practicable, suggest modifications as to form of award and points of substance. No award can be made until it is approved by Registrar as to form.	Article 49(9) – No
<b>Administrative fees</b>	Calculated on ad valorem basis based on fee schedule.	§1 Schedule of Costs Appendix - Payable to cover costs of the organization and to conduct the arbitral proceedings.	Rule 30.1 – Calculated by Schedule of Fees in force at time of commencement of arbitration.	Appendix II – Schedule of Fees



<b>Arbitration fees</b>	Article 35 – Calculated by reference to time spent, their rates and size and complexity of the matter.	§3 Schedule of Costs Appendix – calculated by reference to the amount of the claim.	Rule 30.1 – Calculated by Schedule of Fees in force at time of commencement of arbitration although alternative methods of determining Tribunal's fees may be agreed to by the parties. Rule 32 – Tribunal fees fixed by Registrar in accordance with Schedule of Fees. Registrar may allow additional fees in exceptional circumstances.	Appendix II – Schedule of Fees
<b>Costs award in favour of successful party</b>	Article 34 - At the discretion of the tribunal.	§6.1 Schedule of Costs Appendix – Yes, unless the parties agree otherwise	Rule 33 – At the discretion of the tribunal.	Article 52(2) – At the discretion of the tribunal
<b>Deposits on account of costs</b>	Article 36 - At the discretion of the Administrator.	§14.2 Yes	Rule 30.2 – Yes, fixed by Registrar	Article 12 – Yes
<b>Security for costs</b>	Article 6(6) – at the discretion of the emergency arbitrator for emergency measures, Article 24(2) – at the discretion of the tribunal for interim measures.	§14.1 Yes	Rule 24(k) and (l) – Yes	Appendix II – Lien on award Article 23 allows for security in connection with conservatory or interim measure.
<b>Advantages</b>	Procedure tends to be more flexible and less bureaucratic than other formal institutions.	Confidentiality and the high qualifications of the arbitrators are generally regarded as the main advantages of using arbitration in Russia.	Confidentiality, fixed schedule of fees and costs, considered internationally neutral.	Confidentiality
<b>Disadvantages</b>	Can be seen as America - centric. List of approved arbitrators mostly comprises US citizens.	As a general rule, arbitral proceedings last longer than court proceedings.	Procedures determined by tribunal.	Location will be China unless parties have agreed elsewhere CIETAC is a government body – may not be considered sufficiently neutral in government disputes. Also stringently formalistic on determining arbitrability of disputes.

## Comparative table of ICC, ICDR, LCIA and SCC rules

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
<b>Where is the head office and are there any regional centres?</b>	Head office: Paris  Regional centres: Brazil, Hong Kong, New York, Singapore and the United Arab Emirates.		Head office: New York  Regional centres: Bahrain, Mexico City and Singapore.		Head office: London  Regional centres: Dubai (DIFC) and Singapore.		Head office: Stockholm  No regional centres.	
<b>Does the institute publish any important guidance, in addition to the rules?</b>	Yes, the rules should be read in conjunction with the <a href="#">ICC Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration</a> (ICC Note).  Other guidance is available, see <a href="#">ICC arbitration toolkit</a> .		Yes, the ICDR publishes a <a href="#">Resource Guide for International Conflict Management Strategies</a> .  Other guidance is available, see <a href="#">ICDR Arbitration Toolkit</a> .		Yes, the LCIA publishes a <a href="#">Note to Arbitrators</a> and a <a href="#">Note to Parties</a> .  Other guidance is available, see <a href="#">LCIA arbitration toolkit</a> .		Yes, the SCC publishes several guidance documents. See <a href="#">SCC arbitration toolkit</a> .	
<b>Special features</b>								
<b>Are there emergency arbitrator (EA) provisions?</b>	Yes. Only applies to agreements entered into after 1 January 2012 and parties may also opt-out. If an application is successful, an EA will be appointed within two days of the application being received.  The EA provisions do not apply if the arbitration agreement on which the application is based arises from a treaty.	29 and Annex V  29(6)(c)	Yes. Parties may apply for emergency relief. If successful, the Administrator will appoint a single EA within one business day of receipt of the notice.	7	Yes. Only applies to arbitration agreements concluded before 1 October 2014 if the parties have agreed in writing to "opt in". For agreements concluded on or after 1 October 2014, EA provisions will not apply where parties have agreed to opt out. An EA will be appointed within three days (or as soon as possible thereafter).	9B	Yes. Parties may apply for the appointment of an EA and if successful, the SCC Board will seek to make the appointment within twenty-four hours of receipt of the application.	37(4) and Appendix II
<b>Is there provision for an expedited procedure?</b>	Yes. Applies automatically to disputes up to USD2 million where the arbitration agreement was entered into on or after 1 March 2017 and before 1 January 2021, and USD3 million if the agreement was concluded on or after 1	30 and Appendix VI  Appendix VI, 2021 Rules	Yes. Applies in cases that do not exceed USD500,000 (exclusive of interest and costs). Parties may also opt-in for other cases. See E1- E10 International Expedited Procedures.	1(4) and E1 - E-10	No. However, in cases of "exceptional urgency", any party may apply to the LCIA Court for the emergency formation of the tribunal.  The tribunal also has express power to make a procedural	Article 9A  14.5 and 14.6	There are separate SCC Expedited Arbitration Rules (2023), so no provision is included in these rules. Parties must agree to have their disputes resolved by these expedited rules, either in their arbitration agreement or after a dispute has arisen.	

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
	January 2021. Parties may also opt-in for other cases.				order with a view to expediting the procedure.			
Is there provision for summary dismissal?	Yes. The ICC's Note confirms that the immediate dismissal of manifestly unmeritorious claims or defences is available under article 22. Article 22 gives the tribunal powers to adopt procedural measures to ensure arbitration conducted in an expeditious and cost-effective manner.		Yes. Any party may request leave from the tribunal to apply for disposition of any issue presented by any claim or counterclaim in advance of the hearing on the merits.	23	Yes. Any party may apply to the tribunal for an early determination of claims or defences that are manifestly without merit.	22.1(viii)	Yes. A party may request that the tribunal decide, by way of summary procedure, one or more issues of fact or law, which may concern issues of jurisdiction, admissibility or the merits.	39
Multi-party disputes								
Is there power to join other parties to the arbitration?	Yes. A party wishing to join an additional party before constitution of tribunal should submit its request for joinder to the Secretariat.  Requests for joinder after constitution of tribunal will be decided by tribunal, which may permit the joinder even in the absence of all parties agreeing.	7(1)  7(5)	Yes. A party wishing to join an additional party to the arbitration may submit to the Administrator a Notice of Arbitration against the additional party. No additional party may be joined after the appointment of an arbitrator, unless all parties (including the additional party) agree, or the tribunal determines that it is appropriate, and the additional party consents.	8	Yes. The tribunal can join one or more third parties to the proceedings, but only on the application of an existing party to the arbitration, and only if the third party and the applicant party have expressly consented in writing.	Article 22.1(x)	Yes. A party to an arbitration may request that the SCC Board join one or more additional parties to the arbitration.	13(1)
Is there power to consolidate arbitrations?	Yes. The ICC Court may, at the request of a party, consolidate two or more pending arbitrations where the parties agree; where all claims are made under the same arbitration agreement; or the	10	Yes. At the request of a party or on its own initiative, the Administrator may appoint a consolidation arbitrator, who can consolidate two or more ICDR (or AAA/ICDR administered) arbitrations	9	Yes, the tribunal has the power (with LCIA Court approval) to order consolidation where all parties to be consolidated agree in writing.	22.7(i)  22.7(ii)	Yes, the tribunal can consolidate a newly commenced SCC arbitration with a pending SCC arbitration where the parties agree; the claims are made under the same arbitration agreement;	15

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
	parties are the same in both arbitrations, the disputes arise out of the same legal relationship and the arbitration agreements are compatible.		where the parties agree; the claims are made under the same arbitration agreement; or the claims involve the same or related parties, the disputes arise in connections with the same legal relationship, and the arbitration agreements may be compatible.		The tribunal may also consolidate arbitrations under the same or compatible arbitration agreements between “the same disputing parties or arising out of the same transaction or series of related transactions”.  The LCIA Court also has power to consolidate.	22.8	or the relief sought arises out of the same transaction or series of transactions and the Board considers the applicable arbitration agreements to be compatible.	
Can multi-contract disputes be heard in a single arbitration?	Yes. Claims arising out of or in connection with more than one contract may be made in a single arbitration.	9	Yes. However, there is no express provision.		Yes. Parties can file a composite request for arbitration in respect of disputes under multiple contracts. This can be followed up with a request for consolidation.	1.2 and 2.2	Yes. Parties may make claims arising out of or in connection with more than one contract in a single arbitration.	14
Does the tribunal have power to conduct arbitrations concurrently?	No express provision.		No express provision.		Yes, a tribunal can conduct two or more arbitrations concurrently where they were commenced under same arbitration agreement, or any compatible arbitration agreement(s) between the same parties, or arise out of the same transactions, or series of related transactions but only where the same tribunal is constituted in respect of each arbitration.	22.7(iii)	No express provision.	
Interim or conservatory measures								

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
Does the tribunal have power to order interim or conservatory measures?	Yes. Once constituted, the tribunal has power to grant any interim or conservatory measure it deems appropriate.	28(1)	Yes, once constituted, the tribunal has power to grant interim or conservatory measures it deems necessary.	27(1)	Yes, the tribunal can grant certain interim measures it deems appropriate.	25(1)	Yes, the tribunal may, at a party's request, grant any interim measures it deems appropriate.	37(1)
Can parties apply to the court for interim measures?	Parties can apply to any "competent judicial authority" for interim measures before the file is transmitted to the tribunal and, in some circumstances, even afterwards. However, the presumption is that once the tribunal is in possession of the file, requests should be addressed to it.	28(2)	Yes. An application for interim measures to a judicial authority is not deemed incompatible with the arbitration agreement.	27(3)	Yes, parties may apply to a court for interim measures before the tribunal has been formed or, in exceptional cases and with the tribunal's authorisation, afterwards and until the final award.	25(3)	Yes, parties may apply to a judicial authority for an interim measure.	37(5)
Commencement and submissions								
How is the arbitration started?	By request sent by email or in hardcopy to the Secretariat of the ICC Court, which then notifies the other party/s.	4(1)	By notice sent to the other party and the ICDR Administrator.	2(1)	By request (including all accompanying documents) sent to the Registrar in electronic form.	1(3) and 4(1)	By request sent to the SCC Arbitration Institute.	6 and 8

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
<b>Are there provisions for electronic submissions?</b>	<p>Yes. Submissions may be sent to the Secretariat by email unless the party that is filing asks for transmission by delivery against receipt, registered post or courier.</p> <p>Various virtual document sharing platforms are also available for electronic bundles.</p>	3(2)	<p>Yes. All notices and written communications may be transmitted by any means of communication that allows for a record of its transmission, including email, mail, courier, fax, or other written forms of electronic communication.</p>	11(1)	<p>Yes, all communications must be made electronically, unless the tribunal or LCIA Court has previously approved or ordered otherwise.</p> <p>Various virtual document sharing platforms are also available for electronic bundles.</p>	4	<p>Yes, any notice or other communication can be delivered by courier or registered mail, email or any other means that records the sending of the communication.</p> <p>The SCC offers its users communications via the SCC Platform, a secure cloud-based software system that can be used to communicate, and upload and download documents and submissions.</p>	5(2)
<b>The tribunal</b>								
<b>How many arbitrators will be appointed?</b>	In the absence of agreement between the parties, 1 unless the ICC decides 3 is appropriate.	12(2)	In the absence of agreement between the parties, 1, unless the ICDR decides 3 is appropriate.	12	In the absence of agreement between the parties, 1, unless the LCIA decides 3 (exceptionally, more than 3) is appropriate.	5(8)	In the absence of agreement between the parties, the SCC Board shall decide whether there should be 1 arbitrator or 3 arbitrators, having regard to the complexity of the case, the amount in dispute and any other relevant circumstances.	16



Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
<b>Who appoints the arbitrators?</b>	<p>The parties by agreement or nomination (to be confirmed by the ICC Court). In the absence of agreement, the ICC Court will appoint the arbitrators.</p> <p>Despite any party agreement on the method of the tribunal's constitution, in exceptional circumstances the ICC Court may appoint each member to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award.</p>	<p>12(3) and 12(4)</p> <p>12(9)</p>	<p>The parties may agree on any procedure for appointing the arbitrators.</p> <p>In the absence of agreement, the ICDR will appoint the arbitrators.</p>	13	The LCIA Court, with reference to the methods or criteria agreed by the parties.	5(9)	<p>Where there is one arbitrator, the parties have 10 days to jointly appoint, failing which the SCC Board appoints.</p> <p>Where there is more than one arbitrator, each party shall appoint one, and the SCC Board appoints the chairperson. Where a party fails to appoint an arbitrator, the SCC Board shall make the appointment.</p>	<p>17(3)</p> <p>17(4)</p>
<b>Appointments where more than two parties</b>	The ICC Court appoints the tribunal unless all the parties have previously made a joint nomination.	12(8)	The ICDR appoints the tribunal unless the parties have agreed otherwise within forty-five days of the start of arbitration.	13(5)	Where parties have not agreed in writing that they represent collectively two separate "sides" (claimants on one side and respondents on the other side), the LCIA Court will appoint the tribunal without regard to any party's entitlement or nomination.	8	The multiple claimants (jointly) and the multiple defendants (jointly) appoint an equal number of arbitrators. If either side fails to make such a joint appointment, the SCC Board will appoint the entire tribunal.	17(5)
<b>Are there any restrictions on the nationality of the arbitrators?</b>	<p>Yes. A sole arbitrator or chairperson is not usually the same nationality as one of the parties unless suitable circumstances arise and no party objects.</p> <p>Where the relevant arbitration agreement arises from a treaty, and unless the parties agree</p>	<p>13(5)</p> <p>13(6)</p>	The ICDR may appoint nationals of a country other than that of any of the parties.	13(4)	Yes. A sole arbitrator or chairman is not usually the same nationality as one of the parties.	6(1)	Yes. Where the parties are of different nationalities, a sole arbitrator or chairperson is not usually the same nationality as one of the parties, unless the parties have agreed otherwise, or the SCC board deems it appropriate.	17(6)

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
	otherwise, no arbitrator will have the same nationality of any party.							
<b>What are the time limits for challenging the appointment of an arbitrator?</b>	Thirty days from notification of the appointment or becoming aware of the relevant circumstances.	14(2)	Fifteen days from notification of the appointment or becoming aware of the relevant circumstances.	15(1)	Within fourteen days of formation of tribunal or fourteen days of becoming aware of grounds for challenge.	10(3)	Fifteen days from the date on which the allegedly disqualifying circumstances became known.	19(3)
<b>Decisions on arbitrator challenges</b>	The ICC Court gives reasons for certain administrative decisions, including on arbitrator challenges.		The ICDR's International Administrative Review Council decides challenges and does not provide reasons.		The LCIA Court's decision is made in writing, with reasons.	10.6	The SCC provides reasoned decisions on all arbitrator challenges decided by the SCC Board, unless the parties agree otherwise.	
<b>Seat and applicable law</b>								
<b>How is the seat determined?</b>	In the absence of agreement between the parties, this will be determined by the ICC Court.	18(1)	In the absence of agreement between parties, this is initially determined by the ICDR with the tribunal having the final say within forty-five days of constitution.	19(1)	In the absence of agreement between the parties, London, unless the LCIA Court decides otherwise. A tribunal may hold meetings, hearings and deliberations at any geographical location.	16(2) and (3)	In the absence of party agreement, to be decided by the SCC Board after consultation with the parties.	25
<b>In absence of party agreement, how does the tribunal determine the applicable law?</b>	In the absence of party agreement on the law to be applied to the merits of the dispute, the tribunal will apply the rules it deems to be appropriate subject to consideration of certain factors.	21	In the absence of party agreement on the law to be applied to the dispute, the tribunal shall apply such law(s) or rules of law as it determines to be appropriate.	34.1	<p>In the absence of party agreement on the law to be applied to the merits of the dispute, the tribunal will apply the law(s) or rules of law which it considers appropriate.</p> <p>In the absence of party agreement, the law applicable to the arbitration agreement and the arbitration will be the law applicable at the seat of arbitration.</p>	<p>22.3</p> <p>16.4</p> <p>16.5</p>	In the absence of party agreement, the tribunal will apply the law or rules of law that it considers most appropriate.	27(1)

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
					The LCIA Rules will be interpreted in accordance with English law.			
Disclosure of third party funding								
Must third party funding arrangements be disclosed and. If so, what must be disclosed?	Yes, each party must promptly inform the Secretariat, tribunal and other parties, of any third party funding arrangement.  The existence and identity of the funder.	11(7)	Yes, the tribunal may require disclosure of the funder and the nature of the interest or undertaking.	14(7)	There are no provisions on the disclosure of third party funding in the rules.		There are no provisions on the disclosure of third party funding in the rules. However, in 2019 the SCC adopted a policy encouraging parties to disclose, in the first written submission, the identity of any third party with a significant interest in the outcome of the dispute.  According to the policy, it is the identity of the third party that must be disclosed.	
Jurisdictional challenges								
Challenges to the jurisdiction of the tribunal	The tribunal will rule on the existence, validity or scope of the arbitration agreement (and on any issue as to whether the claims submitted may be determined together in the arbitration), unless the Secretary General refers the matter to the ICC Court who, if not prima facie satisfied that an arbitration agreement exists, may decide that the arbitration should not proceed.	6(3) and (4)	The tribunal has power to rule on its own jurisdiction, including any objections with respect to arbitrability and on the existence, scope and validity of the arbitration agreement.	21(1)	The tribunal has power to rule on its own jurisdiction and authority, including objections to the existence, validity, effectiveness or scope of the arbitration agreement.	23(1)	The SCC Board will decide whether the SCC manifestly lacks jurisdiction over the dispute. If the Board does not dismiss the case for lack of jurisdiction, the respondent may maintain its objection when the case is referred to the tribunal, who will make a final determination whether it has jurisdiction based on the applicable law.	11 and 12
Case management and procedure								

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
<b>Does the tribunal have discretion on the conduct of the procedure?</b>	<p>Subject to the rules, the tribunal has discretion in how to conduct proceedings.</p> <p>The tribunal and the parties also have a duty to make every effort to conduct the arbitration in an expeditious and cost-effective manner.</p>	<p>19</p> <p>22(1)</p>	<p>Subject to the rules, the tribunal has discretion in how to conduct proceedings.</p>	<p>22(1)</p>	<p>Subject to the rules and any mandatory law, the tribunal has discretion to discharge its general duties and the parties must do everything necessary for the fair, efficient and expeditious conduct of the arbitration.</p> <p>The parties may agree on joint proposals for the conduct of the arbitration.</p>	<p>14(2)</p> <p>14(4)</p>	<p>Subject to the rules and any agreement between the parties, the tribunal shall conduct the arbitration in such manner as it considers appropriate.</p>	<p>23</p>
<b>Party representation</b>	<p>Each party must promptly inform the Secretariat, the tribunal and other parties of any changes in its representation.</p> <p>Once constituted, the tribunal may take any necessary measures to avoid a conflict of interest of an arbitrator arising from a change in party representation, including excluding a new representative.</p>	<p>17(1)</p> <p>17(2)</p>	<p>Any party may be represented in the arbitration and the conduct of the party representatives must be in accordance with such guidelines as the ICDR may issue on the subject.</p>	<p>18</p>	<p>Parties may be represented by one or more authorised representatives appearing by name before the tribunal.</p> <p>Following the tribunal's formation, a party must promptly notify all parties, the tribunal, any tribunal secretary and the Registrar of any intended changes or addition to its representation, which needs approval of the tribunal.</p> <p>The tribunal may withhold approval where that change could compromise the composition of the tribunal or finality of award due to possible conflict of interest or other impediment.</p>	<p>18</p> <p>18(3)</p> <p>18(4)</p>	<p>There are no provisions in the rules in relation to party representatives.</p>	
<b>Is there provision stipulating the timing of a first case management conference?</b>	<p>Yes. When drawing up the Terms of Reference, or as soon as possible after, the tribunal will convene a case management conference.</p>	<p>24(1)</p>	<p>No express provision.</p>		<p>Yes, the parties and tribunal must make contact (virtually or in person) as soon as practicable but no later than twenty-one days from receipt of</p>	<p>14(3)</p>	<p>Yes, the tribunal must promptly hold a case management conference, which may be conducted in person or by any other means.</p>	<p>28</p>

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
					Registrar's written notification of tribunal's formation.		Following the conference, the tribunal must establish a timetable for the conduct of the arbitration, including the date for making the award.	
Do the rules address data protection or cyber security?	No. However, the ICC Note has provisions on the protection of personal data (paragraphs 115-125) and links to suggested clauses for cyber-protocols ( <i>paragraph 103</i> ).		Yes. At the procedural hearing, the tribunal must discuss cybersecurity, privacy and data protection with the parties.	22(3)	Yes, the rules specifically address cybersecurity and data protection.  At an early stage, the tribunal must consider whether specific information security measures must be adopted and any means to address processing of personal data produced or exchanged in the arbitration.  The LCIA and tribunal may issue binding directions in relation to information security or data protection.	30(A)  30(5)  30(6)	No.	
Is the appointment of a tribunal secretary permitted?	Yes, the ICC Note confirms that tribunal secretaries may be appointed and sets out the ICC's policy and practice regarding their appointment ( <i>paragraphs 216-203</i> ).		Yes. The tribunal may, with the consent of the parties, appoint a tribunal secretary, who will serve in accordance with ICDR guidelines.	17	Yes, the tribunal may be assisted by a tribunal secretary. The tribunal must not delegate its decision-making function to a tribunal secretary and all tasks must be carried out on behalf of, and under the supervision of, the tribunal.	14(A)	Yes, the tribunal may submit a proposal to the SCC Secretariat that a tribunal secretary be appointed. If a party objects, the tribunal may not appoint a secretary.  The tribunal must consult the parties on the tasks to be assigned to the tribunal secretary.  The secretary must sign a declaration of independence, impartiality and availability and may be challenged by any party.	24

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
Will there be a hearing and is there provision for it to be remote (or virtual)?	The tribunal may decide the case on documents alone, unless a party requests a hearing.	25(5)	Yes. The tribunal will conduct a hearing unless the parties agree to documents only or the case is decided by summary disposition.	26(2)	Parties have the right to a hearing prior to any ruling on jurisdiction and authority or an award. The tribunal may decide that a hearing should be held at any stage, unless parties agree in writing to documents-only.	19(1)	A hearing will be held if requested by a party, or if the tribunal deems it appropriate.	32(1) and 32(2)
	The tribunal has discretion to conduct hearings in person or remotely (or a hybrid of both).	26(1)	A hearing, or a portion of it, may be held by video, audio, or other electronic means when the parties so agree or if the tribunal determines that doing so would be appropriate and would not compromise the rights of any party to a fair process.		The hearing may be in person, or virtually (or in a combined form).	19(2)	After consulting the parties, the tribunal will fix the date and time of the hearing, and decide whether it should be conducted in person at a specified location, or remotely (in whole or in part) by videoconference or other appropriate means of communication.	
					In person hearings can be held in a convenient location determined by the tribunal in consultation with the parties.	16(3)	Unless otherwise agreed, hearings will be private.	
					In order to expedite the proceedings, the tribunal may dispense with a hearing, subject to article 19.	14(6)		
Confidentiality	In addition to measures to protect trade secrets and confidential information, the tribunal may make orders concerning the confidentiality of the arbitration or of any matter in connection with the arbitration.	22(3)	Unless parties agree otherwise, the tribunal and the Administrator will keep confidential all matters relating to the arbitration or the award.	40(1)	Parties, tribunal and tribunal secretary or expert must keep awards, materials created for the arbitration and all documents produced in the proceedings (not in public domain) confidential.	30	Unless parties agree otherwise, the SCC, the tribunal and any tribunal secretary must maintain the confidentiality of the arbitration and the award.	3
	There are no express provisions relating to documents and other materials used in or produced for the arbitration.		An award may only be made public with consent of all parties or as required by law, except that the Administrator may publish selected awards, orders, decisions, and rulings that have become public in the course of enforcement or otherwise.	40(3)	Tribunal deliberations must remain confidential.	30(2)	There are no express provisions relating to documents and other materials used in or produced for the arbitration.	
					The LCIA does not publish any award, or part of, without prior written consent of all parties and the tribunal.	30(3)	Unless otherwise agreed, hearings will be private.	32(3)
The award								



Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
Is there a time limit for the making of the award?	Six months from signature of the terms of reference, but this can be extended.	31	Within sixty days of the closing of the hearing, unless otherwise agreed by the parties, required by law, or determined by the ICDR.	33(1)	As soon as reasonably possible but no later than three months following the parties' last submissions.	15(10)	Six months from the date of referral to the SCC, but this can be extended on reasoned request to the SCC Board.	43
If the arbitrators fail to agree on an award, who is it made by?	By a majority of the arbitrators, but in the absence of a majority, the chairman/president may make the award alone.	32(1)	By a majority of the arbitrators.	32(2)	By a majority of the arbitrators, but in absence of a majority, presiding arbitrator.	26(6)	By a majority of the arbitrators, or failing a majority, by the chairperson.	41
Is there provision for electronic signature of the award?	No express provision.		An award may be signed electronically, unless (a) the applicable law requires a physical signature, (b) the parties agree otherwise, or (c) the arbitral tribunal or Administrator determines otherwise.	32(4)	Yes, awards may be signed electronically or in counterparts and assembled into a single instrument.	26(2)	No express provision.	
Is there scrutiny of the award by any other body?	Yes, by the ICC Court to identify mistakes in form, and draw attention to points of substance.	34	No, but if the arbitration laws of the country where the award is made require the award to be filed or registered, the tribunal shall comply with such requirements.	33(4)	No.		No.	
<b>Fees and costs</b>								
Is there a filing fee?	Yes, each request must be accompanied by a filing fee of US\$ 5,000.	4(4) and Appendix III	Yes, according to the <a href="#">ICDR International filing fee schedule</a> .		Yes, the request must be sent with the registration fee in the Schedule of Costs, currently £1,950.	1(1)	Yes, the claimant must pay the registration fee specified in the schedule of costs, currently, €3,000, when filing the request.	7

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
Is there an administration fee payable to the institution and if so, how is it calculated?	Yes - ad valorem, adjusted to take account of the complexity of the matter.	38	Yes - <i>ad valorem</i> .		Yes – time based.		Yes - <i>ad valorem</i> .	Article 3, Appendix IV
How are the arbitrators' fees calculated?	By reference to the time spent and the value of the dispute.	38	Calculated by reference to the time spent, their rates and the size and complexity of the case.	38	By reference to the time and rates appropriate to the particular circumstances of the case, including its complexity and the special qualifications of the arbitrators.		<i>Ad valorem</i> .	Article 2, Appendix IV
Can the successful party be awarded legal costs?	Yes - at the discretion of the tribunal and taking account of factors specified in the rules.	38(4)	Yes - at the discretion of the tribunal, taking into account the circumstances of the case.	37	Yes - at the discretion of the tribunal and taking account of factors specified in the rules	28(3) and 28(4)	Yes - at the discretion of the tribunal and taking account of factors specified in the rules.	50
Are deposits required as advance on costs?	Yes.	37	Yes - at the discretion of the tribunal.	39	Yes - at the discretion of the LCIA court.	24	Yes – SCC the board will determine the amount.	51
Will security for the costs of the respondent be ordered?	Not generally, although power arguably exists.	28(1)	No.		Yes - at the discretion of the tribunal.	25(1)(i)	The tribunal may, in exceptional circumstances and at a party's request order a claimant or counter-claimant to provide security for costs.	38
Material considerations when opting for one of these institutions								
Which institution should you pick?	<ul style="list-style-type: none"> <li>One of the most widely known and represented institutions, with members from approximately 90 countries and every continent.</li> <li>ICC fees are calculated by reference to the monetary value of claims, which is seen by some as a</li> </ul>	23	<ul style="list-style-type: none"> <li>Can be seen as America-centric. Historically, lists of arbitrators criticised as too domestic, but significant improvements have been made to increase the scope and expertise of the arbitrator lists.</li> </ul>		<ul style="list-style-type: none"> <li>Highly regarded institution which, despite having "London" in its name, administers arbitrations involving parties from multiple jurisdictions with many different seats of arbitration.</li> <li>Sometimes thought to offer a more cost-effective</li> </ul>	18 and Annex	<ul style="list-style-type: none"> <li>The SCC has separate Expedited Arbitration Rules.</li> <li>The SCC rules (with a Swedish seat) are often chosen for adoption in transactions between west European and east European parties because this</li> </ul>	

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
	<p>disadvantage in high-value cases when compared to such institutions as the LCIA who charge on a time basis.</p> <ul style="list-style-type: none"> <li>The ICC Court's scrutiny of awards can result in the high quality of awards but may take extra time and costs.</li> <li>Terms of reference must be drawn up, which can lead to a more focused arbitration but can also be contentious and delay proceedings.</li> <li>The ICC does not maintain a central list of arbitrators but instead seeks recommendations from its consultative national committees.</li> <li>The tribunal can limit changes to party representation where it causes conflicts of interest.</li> <li>Any funding arrangements must be disclosed.</li> </ul>	17 11	<ul style="list-style-type: none"> <li>There is express provision for the early determination of claims.</li> <li>Does not provide reasoned decisions on arbitrator challenges.</li> <li>No express provision for a case management conference.</li> <li>Includes cybersecurity, privacy and data protection provisions.</li> <li>Appointment of tribunal secretary permitted.</li> <li>Tribunal may require disclosure of any third party funder.</li> </ul>		<p>administration because it charges on an hourly, rather than ad valorem, basis.</p> <ul style="list-style-type: none"> <li>The LCIA Rules require authorised (legal) representatives to comply with certain guidelines contained in an Annex to the Rules.</li> <li>Express guidance on use of tribunal secretaries.</li> <li>Rules specifically address cybersecurity and data protection.</li> <li>Strict confidentiality obligations, which apply to parties, arbitrators and the LCIA itself.</li> <li>No expedited procedure, but other provisions exist to expedite the proceedings.</li> <li>No express provisions on disclosure of third party funding.</li> </ul>		<p>combination is perceived as providing a neutral forum.</p> <ul style="list-style-type: none"> <li>Often used for disputes involving Russian and CIS counterparties, since the SCC's pool of potential arbitrators includes several who are fluent in Russian.</li> <li>No express provisions on disclosure of third party funding, but SCC policy on this requires disclosure of identity of third party.</li> </ul>	

## Comparative table: commencement of arbitration proceedings

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
<b>When is arbitration "commenced"?</b>	<p>Date on which arbitration notice received by respondent (<i>Article 3(2)</i>).</p> <p>(Note: Submission of deposit is not prerequisite of effective commencement (compare with the LCIA Rules).</p> <p>However, under Articles 43(1) and (4), the tribunal is entitled to request deposits and, in event of failure to provide, to suspend or terminate arbitral proceedings.)</p>	<p>Date on which the Request (with all accompanying documents) is received electronically by the Registrar is treated as date of commencement for all purposes (commencement date), subject to the LCIA's actual receipt of registration fee (<i>Article 1.4</i>).</p> <p>Ensure that the registration fee prescribed in Schedule of Costs has been or is being paid to LCIA. If it is not, arbitration will be treated as not having been commenced (<i>Article 1.1(vi)</i>.)</p>	<p>Date of receipt by Secretariat of Request for Arbitration is deemed to be date of commencement "for all purposes" (<i>Article 4(2)</i>).</p> <p>Advance payment of filing fee must be made with Request. If claimant requests transmission of Request by delivery against receipt, registered post or courier, request must also be accompanied by a sufficient number of copies of the Request for each party, arbitrator and the Secretariat. Failure to comply with either of these requirements may result in the Secretariat fixing a time for compliance, and file being closed if not complied with but without prejudice to right to submit future claims.</p> <p>The wording of the provision suggests that payment of advance expenses may not be a prerequisite of effective commencement. Contrast with article 1.1(vi) of the LCIA Rules 2020.</p>	<p>Deemed to commence on the date on which Administrator receives Notice of Arbitration (<i>Article 2(2)</i>).</p> <p>(Note: As with UNCITRAL Rules, submission of deposit is not prerequisite of effective commencement (compare with the LCIA Rules).</p> <p>Under Article 39, a tribunal can request deposits and, in event of failure to provide, can suspend or terminate arbitral proceedings. This mirrors Article 41 of the UNCITRAL Rules 1976 and Article 43 of the UNCITRAL Rules 2010.</p>	<p>Arbitration is commenced on the date when the SCC Secretariat receives the Request for Arbitration (<i>Article 8</i>).</p> <p>(Note: When filing the Request for Arbitration, the claimant must pay a registration fee in accordance with the Schedule of Costs (<i>Article 7(1)</i>). If it fails to do so, the Secretariat will call for payment within a fixed time, failing which the Request for Arbitration will be dismissed (<i>Article 7(2)</i>).)</p>

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
<b>What form does the tribunal take?</b>	Three arbitrators, unless parties agree otherwise. Any agreement for a sole arbitrator must be made within 30 days of receipt by respondent of notice of arbitration ( <i>Article 7</i> ).	One arbitrator unless the parties have agreed in writing otherwise or if the LCIA Court determines that in the circumstances a three-member (or in exceptional cases, more than three) tribunal is appropriate ( <i>Article 5.8</i> ).	Parties may agree on number of arbitrators; otherwise, a sole arbitrator will be appointed by ICC Court, unless it appears to the court that the dispute "is such as to warrant the appointment of three arbitrators"( <i>Article 12(2)</i> ).  Notwithstanding any party agreement on the method of constitution of the arbitral tribunal, in exceptional circumstances the ICC Court may appoint each member of the tribunal to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award ( <i>Article 12(9)</i> ).	Parties may agree on number of arbitrators; otherwise, one arbitrator unless administrator determines three arbitrators are more appropriate due to size, complexity or other circumstances of the case ( <i>Article 12</i> ).	Parties may agree on the number of arbitrators; otherwise the SCC Board will decide the number having regard to complexity of case, amount in dispute or other relevant circumstances ( <i>Article 16</i> ).
<b>What should the Notice of Arbitration include?</b>	The Notice should include the following ( <i>Article 3(3)</i> ):  <ul style="list-style-type: none"> <li>• A demand that the dispute be referred to arbitration. (Note: the notice must state a demand, not a mere request or indication of future intention to arbitrate. Ensure your notice use correct terminology.)</li> <li>• The names and contact details of the parties.</li> </ul>	The Request should contain or be accompanied by the following ( <i>Article 1.1</i> ):  <ul style="list-style-type: none"> <li>• The full name, nationality and all contact details (including email address, postal address and telephone number) of the claimant and the same particulars of the claimant's authorised representatives (if any) and of all other parties to the arbitration.</li> </ul>	The Request should contain the following information ( <i>Article 4(3)</i> ):  <ul style="list-style-type: none"> <li>• The full name, description, address and other contact details of each of the parties.</li> <li>• The full name, address and other contact details of any person(s) representing the claimant in the arbitration.</li> <li>• A description of the nature and circumstances of the</li> </ul>	The Notice should contain a statement of claim, including the following ( <i>Article 2(3)</i> ):  <ul style="list-style-type: none"> <li>• A demand that the dispute be referred to arbitration. (Note: as with UNCITRAL Rules (the ICDR Rules closely correspond with the UNCITRAL Rules 1976), there must be a stated demand, not a mere request or indication of future intention to arbitrate.</li> </ul>	The Request should include ( <i>Article 6</i> ):  <ul style="list-style-type: none"> <li>• Names, addresses, telephone numbers and email addresses of the parties and their counsel.</li> <li>• A summary of the dispute. (Note: this should be stated in enough detail to cover all possible claims arising from the dispute.)</li> <li>• A preliminary statement of the relief sought by the</li> </ul>

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
	<ul style="list-style-type: none"> <li>• Identification of the arbitration agreement that is invoked. (Note: it is often useful to append copies of contractual documentation or other legal instruments.)</li> <li>• Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship.</li> <li>• A brief description of the claim and an indication of the amount involved (if any).</li> <li>• The relief or remedy sought. (Note: ensure that all existing causes of action and associated remedies are specified.)</li> <li>• A proposal as to the number of arbitrators (that is, one or three), language and place of arbitration, if the parties have not already agreed.</li> </ul> <p>The notice may also include (Article 3(4)):</p>	<ul style="list-style-type: none"> <li>• The full terms of the arbitration agreement (except the LCIA Rules) to support the claim, with a copy of any contractual or other documentation in which those terms are contained or to which the claimant's claim relates.</li> <li>• A statement briefly summarising the nature and circumstances of the dispute, its estimated monetary amount or value, the transaction(s) at issue and the claim advanced by the claimant against any other party to the arbitration (each other party to be described as a 'respondent')</li> <li>• A statement of any procedural matters for the arbitration (such as the arbitral seat, language(s), number of arbitrators, their qualifications and identities) on which the parties have already agreed in writing or in respect of which the claimant makes any proposal under the arbitration agreement.</li> <li>• If the arbitration agreement (or any other</li> </ul>	<p>dispute giving rise to the claims and of the basis on which the claims are made. (Note: this should be stated in enough detail to cover all possible claims arising in the dispute.)</p> <ul style="list-style-type: none"> <li>• A statement of 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. (Note: all possible causes of action should be stated to avoid future disputes relating to limitation.</li> <li>• Any relevant agreement and, in particular, the arbitration agreement(s).</li> <li>• Where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made. (Note: Article 9 entitles parties to advance claims arising under multiple contracts and one or more arbitration agreements.)</li> <li>• All relevant particulars and any observations or</li> </ul>	<p>Ensure your notice uses correct terminology.)</p> <ul style="list-style-type: none"> <li>• The names, addresses (including email) and telephone numbers of the parties, and if known, their representatives.</li> <li>• A reference to the arbitration clause or agreement that is invoked.</li> <li>• A reference to any contract out of or in relation to which the dispute arises.</li> <li>• A description of the claim and an indication of the facts supporting it. (Note: this should be stated in enough detail to cover all possible claims arising from the dispute, to avoid claims introduced by future amendments being time-barred.)</li> <li>• The relief or remedy sought and the amount claimed. (Note: ensure that all existing causes of action and associated remedies are specified.</li> <li>• The notice may also include proposals as to the means of designating and</li> </ul>	<p>claimant, including estimated monetary value of claims. (Note: all possible causes of action should be stated to avoid future disputes relating to limitation.)</p> <ul style="list-style-type: none"> <li>• A copy or description of the arbitration agreement or clause under which the dispute is to be settled.</li> <li>• Where claims are made under more than one arbitration agreement, an indication of the agreement under which each claim is made.</li> <li>• Comments on the number of arbitrators and the seat of arbitration.</li> <li>• If applicable, the name, address, telephone number, and email address of the arbitrator appointed by the claimant.</li> </ul>



	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
	<ul style="list-style-type: none"> <li>• A proposal for the designation of an appointing authority (see <i>Article 6(1)</i>). (Note: Article 6 encourages the parties to agree on the choice of an appointing authority as early as possible. If one has not already been chosen, the notice of arbitration will be a convenient place to make appropriate proposals.)</li> <li>• A proposal for the appointment of a sole arbitrator (see <i>Article 8(1)</i>). (Note: if the parties have not agreed on the appointment of a sole arbitrator within 30 days of a party's proposal for appointment, a sole arbitrator will be appointed by the appointing authority.)</li> <li>• Notification of the appointment of an arbitrator under Articles 9 or 10.</li> <li>• Notification of the appointment of an arbitrator under Articles 9 or 10.</li> </ul>	<p>written agreement) calls for any form of party nomination of arbitrators, the full name, email address, postal address and telephone number of the claimant's nominee.</p> <ul style="list-style-type: none"> <li>• Confirmation that the registration fee prescribed in the Schedule of Costs has been or is being paid to the LCIA. Without actual receipt of which the Request is treated by the Registrar as not having been delivered and the arbitration as not having been commenced under the arbitration agreement.</li> <li>• Confirmation that copies of the Request (including all accompanying documents) have been or are being delivered to all other parties to the arbitration by one or more means to be identified specifically in such confirmation, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the LCIA Court of actual delivery (including date of delivery) or, if actual delivery is demonstrated to be</li> </ul>	<p>proposals concerning the number of arbitrators and their choice in accordance with Articles 12 and 13, and any nomination of an arbitrator required thereby.</p> <p>(Note: if the parties have agreed on a sole arbitrator, they are entitled to nominate an agreed arbitrator. If such agreement has been reached at the stage of service of the Request, the Request should give details (<i>Article 12(3)</i>). If the parties have agreed on three arbitrators, the Request should nominate the claimant's chosen arbitrator (<i>Article 12(4)</i>).</p> <p>If the Request includes a nomination, the nominated arbitrator must have signed a statement of acceptance, availability, impartiality and independence (<i>Article 11(2)</i>).</p> <ul style="list-style-type: none"> <li>• All relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and</li> </ul>	<p>the number of arbitrators, the place of arbitration, the language(s) of the arbitration, and whether the claimant is willing to mediate the dispute prior to or concurrently with the arbitration.)</p>	

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
	<p>(Note: although the UNCITRAL Rules 2010 and 2013 do not suggest including the statement of claim in the notice of arbitration, it does permit the claimant to elect to treat its notice of arbitration as a statement of claim (<i>Article 20(1)</i>), provided that the notice of arbitration complies with the requirements of Article 20(2) and (4), namely that it includes:</p> <ul style="list-style-type: none"> <li>• The names and contact details of the parties.</li> <li>• A statement of the facts supporting the claim.</li> <li>• The points at issue.</li> <li>• The relief or remedy sought.</li> <li>• The legal grounds or arguments, supporting the claim.</li> </ul> <p>A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement should be annexed to the</p>	<p>impossible to the LCIA Court's satisfaction, sufficient information as to any other effective form of notification.</p> <p>A claimant wishing to commence more than one arbitration (whether against one or more respondents and under one or more agreements) may serve a composite Request in respect of all arbitrations, provided that the requirements of Article 1.1 are complied with (<i>Article 1.2</i>).</p> <p>The Request (including all accompanying documents) must be submitted in electronic form (<i>Article 1.3</i>).</p> <p>After the commencement date but prior to the tribunal's appointment, the LCIA Court may allow a claimant to supplement, modify or amend its Request to correct errors, ambiguities or mistakes after giving the parties a reasonable opportunity to state their views and upon such terms as the LCIA Court decides (<i>Article 1.5</i>).</p>	<p>the language of the arbitration.</p> <p>The claimant may submit "such other documents or information with the Request as it considers appropriate or as may contribute to the efficient resolution of the dispute."</p>		

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
	<p>statement of claim (<i>Article 20(3)</i>).</p> <p>It should also, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them (<i>Article 20(4)</i>).)</p>				
<b>How the notice is served and communication procedures</b>	<p>Notice may be transmitted by any means of communication that provides or allows for a record of its transmission (<i>Article 2(1)</i>).</p> <p>Notice is deemed to be received if delivered to the address designated by the party for this purpose or authorised by the tribunal (<i>Article 2(2)</i>).</p> <p>A notice so delivered is deemed to have been received on the day it is delivered (<i>Article 2(5)</i>).</p> <p>Delivery by electronic means, such as by fax or email, may only be made to an address designated by a party or authorised by the tribunal for this purpose (<i>Article 2(2)</i>).</p>	<p>The Request and Response must be submitted in electronic form, either by email or other electronic means (such as electronic filing system operated by the LCIA). Prior written approval should be sought from the Registrar to submit these by any other method (<i>Article 4.1</i>).</p> <p>Unless prior approval is given otherwise, any written communication in relation to the arbitration must be delivered by email or any other electronic means (<i>Article 4.2</i>).</p> <p>Delivery by email or other electronic means will be as agreed or designated by a party and any written communication delivered by that means will be treated as having been received. If no agreement, delivery by</p>	<p>No rule governing method of service of Request on Secretariat However, the note to parties and tribunal on conduct suggests that it will generally be filed by email, unless claimant requests transmission of the Request by delivery against receipt, registered post or courier, in which case the Secretariat will need the appropriate number of copies.</p> <p>Except where provided otherwise in Articles 4(4)(b) and 5(3), all notifications or communications from the Secretariat and the tribunal shall be made to the last address of the party or its representative, as notified by the party in question or by the other party and may be made by delivery against receipt, registered post,</p>	<p>No rule governing service of notice on administrator although claimants are encouraged to initiate the arbitration online at <a href="http://www.icdr.org">www.icdr.org</a> or via email at <a href="mailto:casefiling@adr.org">casefiling@adr.org</a> (<i>Article 2(1)</i>).</p> <p>For service of required copy on other party, Article 11(1) states that can serve by mail, courier, fax, or other written forms of electronic communication addressed to party or its representative at last known address, or by personal service.</p>	<p>Any notice or communication may be delivered by courier or registered mail, email or any other means of communication "that records the sending of the communication" (<i>Article 5(2)</i>).</p> <p>(Note: a notice or communication sent (in accordance with <i>Article 5(2)</i>) shall be deemed to have been received by the addressee on the date it would normally have been received given the means of communication used (<i>Article 5(3)</i>). This applies equally to any communications from the tribunal.)</p>

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
	<p>A notice of arbitration transmitted electronically is deemed to have been received on the day when it reaches the addressee's electronic address (<i>Article 2(5)</i>).</p> <p>In the absence of such designation or authorisation, a notice is:</p> <ul style="list-style-type: none"> <li>• Received if it is physically delivered to the addressee.</li> <li>• Deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee (<i>Article 2(3)</i>). In such cases, the notice is deemed to have been received on the day it is delivered (<i>Article 2(5)</i>).</li> </ul> <p>If delivery cannot be effected after reasonable efforts, a notice is deemed to have been received if sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of</p>	<p>an electronic means used by parties' previously may be used and will be treated as received, subject to the LCIA being informed of a reason why it should not be used. Further, the LCIA may direct written communications to be delivered to any address or by any means it considers appropriate (<i>Article 4.3</i>).</p> <p>For the purpose of determining the commencement of any time-limit, unless otherwise ordered by LCIA or tribunal, a written communication sent electronically is treated as having been received by a party on the day it is transmitted (such time to be determined by reference to the recipient's time- zone). If delivery by another method permitted, a written communication is deemed received on the day it is delivered (<i>Article 4.4</i>).</p> <p>For the purpose of determining compliance with a time-limit, unless the LCIA orders otherwise, a written communication is treated as having been made by a party if transmitted or delivered</p>	<p>courier, email, or any other means of telecommunication that provides a record of the sending (<i>Article 3(2)</i>).</p> <p>The Request must be submitted to the Secretariat "at any of the offices specified in the Internal Rules" (<i>Article 4(1)</i>).</p> <p>A notification or communication is deemed to have been made on the day it was received by the party or by its representative, or would have been received if made in accordance with Article 3(2) (<i>Article 3(3)</i>).</p>		

	UNCITRAL Rules (2010 and 2013)	LCIA Rules (2020)	ICC Rules (2021)	ICDR Rules (2021)	SCC Rules (2023)
	<p>attempted delivery (<i>Article 2(4)</i>).</p> <p>The notice is deemed to have been received on the day it is delivered or attempted to be delivered (<i>Article 2(5)</i>).</p>	<p>prior to or on the date of the expiration of the time-limit (determined by sender's time-zone) (<i>Article 4.5</i>).</p> <p>A time period begins to run on the day following the day when a written communication is received by the addressee. If the last day of such period is an official holiday or non-business day at the place of that addressee (or the place of the party against whom the calculation of time applies), the period shall be extended until the first business day which follows that last day. Official holidays and non-business days occurring during the running of the period of time shall be included in calculating that period (<i>Article 4.6</i>).</p> <p>A party must inform the Registrar, tribunal and other parties of any changes to its name and contact details, or to those of its authorised representatives (<i>Article 4.7</i>).</p>			

## Document production: table of institutional rules

	LCIA	ICC	ICDR	SCC	UNCITRAL
<b>Documents submitted by parties</b>	<p><b>2020:</b> Unless otherwise agreed, each party must supply copies of all documents relied on in their statements. (<i>Article 15.2 – 15.5</i>).</p> <p><b>2014:</b> Unless otherwise agreed, each party must supply copies of all essential documents relied on in their statements (<i>Articles 15.2 - 15.5</i>).</p> <p><b>1998:</b> Unless otherwise agreed, parties must supply copies of all essential documents relied on in their Statements (<i>Article 15.6</i>).</p>	<p><b>2012, 2017 and 2021:</b> The Answer and Request must include particulars of the claim and defence, and the parties may annexe such other documents or information as appropriate or as may contribute to the efficient resolution of the dispute (<i>Articles 4 and 5</i>).</p> <p><b>1998:</b> Documents on which the parties rely are annexed to the Request and Answer (<i>Articles 4 and 5</i>). The tribunal may direct any party at any time to provide additional evidence (<i>Article 20(5)</i>).</p>	<p><b>2021:</b> The parties must exchange all documents on which it intends to rely (<i>Article 24(3)</i>). The tribunal may order a party to make available to another party documents in its possession that are reasonably believed to exist and to be relevant and material to the outcome of the case (<i>Article 24.4</i>).</p> <p><b>2014:</b> The parties must exchange all documents on which it intends to rely (<i>Article 21(3)</i>). The tribunal may order a party to make available to another party documents in its possession that are reasonably believed to exist and to be relevant and material to the outcome of the case (<i>Article 21.4</i>).</p>	<p><b>2017 and 2023:</b> Parties must supply documents relied on in their written submissions (<i>Article 29</i>).</p> <p><b>2010:</b> Parties must supply documents relied on in their written submissions (<i>Article 24</i>).</p>	<p><b>2010, 2013 and 2021:</b> Parties should, where possible, supply all documents and other evidence relied on in their statements (<i>Articles 20 and 21</i>).</p> <p><b>1976:</b> The tribunal may order a party to deliver to the tribunal and parties a summary of the documents and other evidence which that party intends to present (<i>Article 24.2</i>).</p>
<b>Tribunal's power to order production of documents</b>	<p><b>2014 and 2020:</b> The tribunal can order any party to produce to it and to other parties, documents or copies of documents in their possession, custody or power which the tribunal decides are relevant (<i>Article 22.1 (v)</i>) and require any party at any time to give any experts access to relevant documents (<i>Article 21.3</i>).</p> <p><b>1998:</b> The tribunal can order parties to produce any documents it determines to be relevant (<i>Article 22(1)(e)</i>) and may require the parties to provide experts with access to any relevant documents (<i>Article 21.1(b)</i>).</p>	<p><b>2012, 2017 and 2021:</b> The tribunal has a general mandate to establish the facts by all appropriate means (<i>Article 25</i>). This includes making orders for document production, subject to the requirement to act fairly and impartially and ensure that each party has a reasonable opportunity to present its case and its duties to conduct the arbitration efficiently (<i>Article 22</i>). Appendix IV sets out case management techniques that the tribunal may adopt, at the case management conference or otherwise (<i>Article 24</i>) in order to control the costs of document disclosure.</p> <p><b>1998:</b> The tribunal has a</p>	<p><b>2021:</b> At any time during the proceedings, the tribunal may order parties to produce documents, exhibits or other evidence deemed necessary or appropriate (<i>Article 22.5</i>).</p> <p><b>2014:</b> At any time during the proceedings, the tribunal may order parties to produce documents, exhibits or other evidence deemed necessary or appropriate (<i>Article 20.4</i>).</p>	<p><b>2017 and 2023:</b> At the request of a party, or exceptionally on its own motion, the tribunal may order a party to produce any documents or other evidence that may be relevant to the case and material to its outcome (<i>Article 31.3</i>).</p> <p><b>2010:</b> At the request of a party, the tribunal may order the parties to produce any documents or other evidence that may be relevant to the outcome of the case (<i>Article 26.3</i>).</p>	<p><b>2010, 2013 and 2021:</b> At any time during the proceedings, the tribunal may order a party to produce documents, exhibits or other evidence (<i>Article 27.3</i>).</p> <p><b>1976:</b> At any time during the proceedings, the tribunal may order a party to produce documents, exhibits or other evidence (<i>Article 24.3</i>).</p>

		general mandate to establish the facts by all appropriate means ( <i>Article 20(1)</i> ), provided that it is exercised fairly and impartially, ensuring that each party has a reasonable opportunity to present its case ( <i>Article 15(2)</i> ).			
<b>Inspection /copies</b>	<p><b>2020:</b> Where a party sends any communication to the tribunal including statements and documents it shall deliver a copy to each arbitrator, all other parties and the registrar and confirm to the tribunal in writing that it has done so (<i>Article 13.3</i>).</p> <p><b>2014:</b> Where a party sends any communication to the tribunal including statements and documents, whether by electronic means or otherwise, it shall deliver a copy to each arbitrator, all other parties and the registrar and confirm to the tribunal in writing that it has done so (<i>Article 13.3</i>).</p> <p><b>1998:</b> When a party sends to the Registrar any communication, it shall include a copy for each arbitrator and all other parties (<i>Article 13.3</i>).</p>	<p><b>2012 and 2017:</b> All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat (<i>Article 3.1</i>).</p> <p><b>2021:</b> All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator and the Secretariat. Any notification or communication from the tribunal to the parties must also be sent in copy to the Secretariat (<i>Article 3.1</i>).</p> <p><b>1998:</b> All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for each arbitrator, and one for the Secretariat (<i>Article 3</i>).</p>	<p><b>2021:</b> Documents or information supplied to the tribunal must be simultaneously provided to the other parties (<i>Article 22.6</i>). Articles 24 and 25 set out guidelines for arbitrators concerning exchanges of information and privilege.</p> <p><b>2014:</b> Documents or information supplied to the tribunal must be simultaneously provided to the other parties (<i>Article 20.5</i>. Articles 21 and 22 set out guidelines for arbitrators concerning exchanges of information and privilege.</p>		<p><b>2010, 2013 and 2021:</b> The parties are required to produce relevant documents for tribunal-appointed experts (<i>Article 29.3</i>) and are entitled to inspect documents referred to in experts' reports (<i>Article 29.4</i>). All documents supplied to the tribunal by a party shall be given to all other parties at the same time (<i>Article 17.4</i>).</p> <p><b>1976:</b> The parties are required to produce relevant documents for tribunal- appointed experts (<i>Article 27.2</i>) and are entitled to inspect documents referred to in experts' reports (<i>Article 27.3</i>). All documents supplied to the tribunal by a party shall be given to all other parties at the same time (<i>Article 15.3</i>).</p>

<p><b>Default</b></p>	<p><b>2014 and 2020:</b> General provision that the arbitration may proceed with or without a hearing, notwithstanding a party's failure to participate and make one or more awards (<i>Article 15.8</i>).</p> <p><b>1998:</b> General provision that the arbitration shall proceed notwithstanding a party's failure to participate (<i>Article 15.8</i>).</p>	<p><b>2012, 2017 and 2020:</b> General provision that the arbitration shall proceed notwithstanding a party's failure to participate (<i>Article 6.8</i>).</p> <p><b>1998:</b> General provision that the arbitration shall proceed notwithstanding a party's failure to participate (<i>Article 6.3</i>).</p>	<p><b>2021:</b> The tribunal may make an award on the evidence available if there is failure to produce documents without cause (<i>Article 29.3</i>).</p> <p><b>2014:</b> The tribunal may make an award on the evidence available if there is failure to produce documents without cause (<i>Article 26.3</i>).</p>	<p><b>2017 and 2023:</b> General provision that the tribunal may draw such inferences as it considers appropriate where a party, without good cause, fails to comply with any provision of, or requirement under, these Rules or any procedural orders (<i>Article 35.3</i>).</p> <p><b>2010:</b> General provision that the tribunal may draw such inferences as it considers appropriate where a party fails to comply with the Rules or procedural orders without cause (<i>Article 30.3</i>).</p>	<p><b>2010, 2013 and 2021:</b> The tribunal may make an award on the evidence available if there is failure to produce documents without cause (<i>Article 30.3</i>).</p> <p><b>1976:</b> The tribunal may make an award on the evidence available if there is failure to produce documents without cause (<i>Article 28.3</i>).</p>
-----------------------	---	--	---	---	--



## Evidence: Table of institutional rules

ARBITRAL INSTITUTION	LCIA	ICC	ICDR	SCC	UNCITRAL
<b>Tribunal powers</b>	<p><b>2020 Rules</b> The tribunal can discontinue the arbitration if it appears that the arbitration has been abandoned by the parties or all claims and any counterclaims or cross-claims have been withdrawn by the parties, after giving the parties a reasonable opportunity state their views (Article 22.1(ix)).</p> <p><b>2014 Rules</b> On the application of either party the tribunal can order any party to make any documents, goods, samples, property, site or thing under its control available for inspection by the tribunal, any other party, any expert to such party and any expert to the tribunal (Article 22.1(iv)).</p> <p>The tribunal can order any party to produce to the tribunal and to other parties documents or copies of documents in their</p>	<p><b>2021, 2017 and 2012 Rules</b> The tribunal will act fairly and impartially and ensure that each party has a reasonable opportunity to present its case (Article 22.4).</p> <p>The tribunal (and the parties) must also make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute (Article 22.1).</p> <p>The tribunal has wide ranging powers to ensure effective case management, including the case management techniques in Appendix IV (Article 22.2 and Appendix IV).</p> <p>The tribunal will establish the facts of the case by all appropriate means within</p>	<p><b>2021 Rules</b> The tribunal can conduct proceedings in a manner considered appropriate provided due process is respected (Article 22.1).</p> <p>The tribunal is tasked to conduct proceedings with a view to expediting resolution of the dispute (Article 22.2).</p> <p>The tribunal can direct the order of proof, exclude irrelevant evidence and direct parties to focus on particular issues (Article 22.4).</p> <p>The tribunal may order parties to produce documents, exhibits or other evidence at any time (Article 20.5).</p> <p>The tribunal may allocate costs, draw adverse inferences and take such additional steps to protect the efficiency and integrity</p>	<p><b>2023 Rules</b> The tribunal shall conduct the arbitration in such manner as it considers appropriate (Article 23.1)</p> <p>The tribunal will conduct the arbitration in an impartial, efficient and expeditious manner, giving each party an equal and reasonable opportunity to present its case (Article 23.2).</p> <p>The tribunal shall promptly hold a case management conference for the conduct of the arbitration (Article 28.1).</p> <p>At the request of a party, the tribunal may order a party to produce any document or other evidence that may be relevant to the case and material to its outcome (Article 31.3).</p> <p><b>2017 Rules</b></p>	<p><b>2010, 2013 and 2021 Rules</b> The tribunal may conduct the arbitration as it considers appropriate, provided parties are treated equally and have full opportunity to present their case. The tribunal will conduct the proceedings so as to avoid unnecessary delay and expense (Article 17.1).</p> <p>The tribunal will establish a provisional timetable of the arbitration (Article 17.2).</p> <p>The tribunal decides if further written statements are required from the parties (Article 24).</p> <p>The tribunal may require the production of documents at any time (Article 27.3).</p> <p><b>1976 Rules</b></p>

	<p>possession, custody or power which the tribunal decides are relevant (Article 22.1(v)).</p> <p>It also has the power to order discontinuance if it appears that the arbitration has been abandoned and any cross-claims withdrawn, provided there are no written objections (Article 22.1(xi)).</p> <p>It also has the power to discontinue the proceedings if the arbitration has been abandoned by the parties or all claims and any counterclaims or cross-claims have been withdrawn by the parties. (Article 22.6)</p>	<p>as short a time as possible (Article 25.1).</p> <p>The tribunal may summon any party to provide additional evidence (Article 25.4, 2021 Rules and Article 25.5, 2017 and 2012 Rules).</p> <p><b>1998 Rules</b> The tribunal will act fairly and impartially and ensure that each party has a reasonable opportunity to present its case (Article 15.2).</p> <p>The tribunal will, following consultation with the parties, establish a provisional timetable for the conduct of the arbitration (Article 18.4).</p> <p>The tribunal will establish the facts of the case by all appropriate means (Article 20.1).</p>	<p>of the arbitration (Article 22.8).</p> <p>The tribunal may provide for disposition of any issue presented by any claim or counterclaim in advance of the hearing on the merits (Article 23).</p>	<p>The tribunal may conduct the arbitration in such manner as it considers appropriate (Article 23.1)</p> <p>The tribunal will conduct the arbitration in an impartial, practical and expeditious manner, giving parties an equal and reasonable opportunity to present its case (Article 23.2).</p> <p>The tribunal shall promptly hold a case management conference for the conduct of the arbitration (Article 28.1).</p> <p>At the request of a party, the tribunal may order a party to produce any relevant documents or evidence (Article 31.3).</p> <p><b>2010 Rules</b> The tribunal may conduct the arbitration in such manner as it considers appropriate (Article 19.1).</p> <p>The tribunal will conduct the arbitration in an impartial, practical and expeditious manner, giving parties an equal and reasonable opportunity to</p>	<p>The tribunal may conduct the arbitration as it considers appropriate, provided parties are treated equally and have full opportunity to present their case (Article 15.1).</p> <p>The tribunal decides if further written statements are required from the parties (Article 22).</p> <p>The tribunal may require the production of documents at any time (Article 24.3).</p>
--	--	--	---	--	---

				<p>present its case (Article 19.2).</p> <p>The tribunal will establish a provisional timetable for the conduct of the arbitration (Article 23).</p>	
<b>Rules of evidence</b>	<p><b>2020 rules</b> Unless the parties otherwise agree the tribunal will decide whether or not to apply strict rules of evidence (Article 22.1(vi)).</p> <p><b>2014 rules</b> Unless the parties otherwise agree the tribunal will decide whether or not to apply strict rules of evidence (Article 22.1(vi)).</p> <p><b>1998 Rules</b> Unless parties otherwise agree, the tribunal will decide if strict rules of evidence should apply (Article 22.1(f)).</p>	<p>The tribunal can summon any party to provide additional evidence at any time (Article 25.4, 2021 Rules, and Article 25.5, 2017 and 2012 Rules).</p> <p><b>2021, 2017 and 2012 Rules</b> There are no prescribed rules of evidence.</p> <p><b>1998 Rules</b> There are no prescribed rules of evidence.</p>	<p><b>2021 Rules</b> The tribunal will determine admissibility, relevance, materiality and weight of evidence (Article 22.7).</p>	<p>At the request of a party, the tribunal may order a party to produce any relevant documents or evidence (Article 26.3).</p>	<p><b>2010, 2013 and 2021 Rules</b> The tribunal will determine the admissibility, relevance, materiality and weight of evidence (Article 27.4).</p> <p><b>1976 Rules</b> Each party has the burden of proving the facts relied on to support its case (Article 24.1).</p> <p>The tribunal will determine the admissibility, relevance, materiality and weight of evidence (Article 25.6).</p>
<b>Hearings</b>	<p><b>2020 Rules</b> The tribunal may hold any hearings to be held in person, at any convenient geographical place in consultation with the parties. If the Arbitral Tribunal is to meet in person to hold its deliberations, it may do so at any geographical place of its own choice. If such place(s) should be elsewhere than the</p>	<p><b>2021, 2017 and 2012 Rules</b> Unless otherwise agreed by the parties, the tribunal may conduct hearings at any location it considers appropriate (Article 18.2) and may decide the dispute on the basis of documents only unless the parties request a hearing (Article</p>	<p><b>2021 Rules</b> The tribunal must give parties reasonable notice of any oral hearing (Article 26.1).</p> <p>At least 15 days before the hearing, parties will give the names and addresses of any witnesses it intends to present (Article 26.5).</p>	<p><b>2023 Rules</b> A hearing will be held if requested by a party or if deemed appropriate by the tribunal (Article 32.1).</p> <p>The tribunal will, in consultation with the parties, and after considering the circumstances of the case, determine the date and</p>	<p><b>2010, 2013 and 2021 Rules</b> Document-only arbitration is within the discretion of the tribunal unless a party requests a hearing (Article 17.3).</p> <p>Unless otherwise agreed by the parties, the tribunal may meet at any location it</p>

	<p>seat of the arbitration, or if any hearing or deliberation takes place otherwise than in person (in whole or in part), the arbitration shall nonetheless 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 (Article 16.3)).</p> <p>Any party has the right to a hearing before the tribunal prior to any tribunal ruling on its jurisdiction and authority or any award on the merits. The tribunal may itself decide that a hearing should be held at any stage, unless the parties have agreed in writing upon a documents-only arbitration. A hearing may consist of several part-hearings (as decided by the tribunal) (Article 19.1)).</p> <p>The tribunal shall organise the conduct of any hearing in advance, in consultation with the parties. It has the fullest authority under the Arbitration Agreement to establish the conduct of a hearing, including its date, duration, form, content, procedure, time-limits and</p>	<p>25.5, 2021 Rules and 25.6, 2017 and 2012 Rules).</p> <p>The tribunal may proceed with hearings in the absence of the parties provided they have been duly summoned (Article 26.2).</p> <p>The 2021 Rules also expressly provide that hearings may be held remotely (26.1, 2021 Rules).</p> <p><b>1998 Rules</b> Unless otherwise agreed by the parties, the tribunal may conduct hearings at any location it considers appropriate (Article 14.2).</p> <p>Document-only arbitration is within the discretion of the tribunal, unless a party requests a hearing (Article 20.6).</p> <p>The tribunal can proceed with a hearing in the absence of parties who, although duly summoned, have failed to appear without valid excuse (Article 21.2).</p>	<p>Hearings are private unless otherwise agreed by the parties or law provides to contrary (Article 26.6)</p>	<p>time of any hearing, and whether the hearing shall be conducted in person, at a specified location, or remotely (in whole or part), by videoconference or other means of communication. (Article 32.2).</p> <p>Hearings will be private unless otherwise agreed by the parties (Article `32.3).</p> <p>The tribunal may, after consultation with parties, conduct hearings at any place it considers appropriate. The arbitration shall be deemed to take place at the seat of arbitration regardless of any hearing, meeting, or deliberation held elsewhere. (Article 25.2).</p> <p>The tribunal may proceed if a party fails to appear at a hearing without showing good cause (Article 35.2).</p> <p><b>2017 Rules</b> A hearing will be held if requested by a party or if deemed appropriate by the tribunal (Article 32.1).</p> <p>The tribunal will, in consultation with the</p>	<p>considers appropriate for a hearing (Article 18.2).</p> <p>Hearings will be held in private unless parties agree otherwise (Article 28.3).</p> <p>Witnesses may be examined through means of tele- communication that do not require their physical presence at the hearing (Article 28.4).</p> <p>The tribunal may proceed if a party fails to appear at a hearing without sufficient cause (Article 30.2).</p> <p><b>1976 Rules</b> Document-only arbitration is within the discretion of the tribunal unless a party requests a hearing (Article 15.2).</p> <p>Hearings will be held in camera unless parties agree otherwise (Article 25.4).</p> <p>The tribunal may proceed if a party fails to appear at a hearing without sufficient cause (Article 28.2).</p>
--	---	---	---	--	--

	<p>geographical place (if applicable).</p> <p>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).</p> <p>The tribunal may require the parties to address specific questions or issues arising from the parties' dispute. The tribunal may also limit the extent to which questions or issues are to be addressed (Article 19.2))</p> <p>The tribunal shall give to the parties reasonable notice in writing of any hearing (Article 19.3).</p> <p>All hearings shall be held in private, unless the parties agree otherwise in writing (Article 19.4)</p> <p><b>2014 rules</b> The tribunal may hold hearings at any convenient geographical place in consultation with the parties (Article 16.3).</p>			<p>parties, determine the date, time and location of any hearing (Article 322).</p> <p>Hearings will be private unless otherwise agreed by the parties (Article `32.3).</p> <p>The tribunal may, after consultation with parties, conduct hearings at any place it considers appropriate (Article 25.2).</p> <p>The tribunal may proceed if a party fails to appear at a hearing without showing good cause (Article 35.2).</p> <p><b>2010 Rules</b> A hearing will be held if requested by a party or if deemed appropriate by the tribunal (Article 27.1).</p> <p>The tribunal will, in consultation with the parties, determine the date, time and location of any hearing (Article 27.2).</p> <p>Hearings will be private unless otherwise agreed by the parties (Article 27.3).</p> <p>The tribunal may, after consultation with parties, conduct hearings at any</p>	
--	---	--	--	--	--

	<p>Parties have a right to be heard orally unless they have agreed on a document-only arbitration (Article 19.1).</p> <p>The tribunal shall establish the conduct of a hearing, including its date, form, content, procedure, time-limits and geographical place.</p> <p>A hearing may take place by video or telephone conference or in person (or a combination of all three).</p> <p>The tribunal may require the parties to address a list of questions or issues to answer (Article 19.2).</p> <p>All hearings will be in private unless otherwise agreed (Article 19.4) 1998 Rules The tribunal may hold hearings at any convenient geographical place in its discretion (Article 16.2).</p> <p>Parties have a right to be heard orally unless they have agreed on a document-only arbitration (Article 19.1).</p> <p>The tribunal may, in advance of the hearing, submit a list of questions for</p>			<p>place it considers appropriate (Article 20.2).</p> <p>The tribunal may proceed if a party fails to appear at a hearing without showing good cause (Article 30.2).</p>	
--	---	--	--	--	--

	<p>the parties to answer (Article 19.3).</p> <p>All hearings will be in private unless otherwise agreed (Article 19.4).</p> <p>The tribunal can set time limits for hearings (Article 19.5).</p>				
<b>Witnesses</b>	<p><b>2014 and 2020 rules</b> For both witnesses of fact and expert witnesses, the tribunal may decide the time, manner and form of witness evidence (Article 20.3, 2014 Rules, Article 20.4, 2020 Rules).</p> <p>Testimony can be presented in written form either as a signed statement or form either as a signed statement or similar document (Article 20.2, 2014 Rules, Article 20.3 2020 Rules).</p> <p>Tribunal and parties may request witness attendance for oral questioning. Where a witness fails to attend, the tribunal may decide on the weight to be given to the written testimony or may exclude all or part of that evidence (Article 20.4 2014 Rules, Article 20.5 2020 Rules).</p>	<p><b>2021, 2017 and 2012 Rules</b> The tribunal may decide to hear witnesses (Article 25.2, 2021 Rules and 25.3, 2017 and 2012 Rules).</p> <p><b>1998 Rules</b> The tribunal has the right to hear evidence from witnesses (Article 20.3).</p>	<p><b>2021 Rules</b> Witness evidence may be presented in the form of written statements (Article 23.4).</p> <p>The tribunal will determine the manner in which witnesses are examined (Article 23.3).</p> <p>Unless parties agree otherwise, witness evidence should be presented in written statements. However, the tribunal may require any witness to appear at a hearing (Article 26.4).</p> <p>A hearing or a portion of a hearing may be held by video, audio, or other electronic means (Article 26.2)</p>	<p><b>2017 and 2023 Rules</b> The tribunal may order parties to identify intended witnesses and specify the circumstances intended to be proved in advance of any hearing (Article 33.1).</p> <p>Witness evidence may be submitted in the form of written statements (Article 33.2).</p> <p>Any witness on whose testimony a party seeks to rely, will attend a hearing for examination, unless otherwise agreed (Article 33.3).</p> <p><b>2010 Rules</b> The tribunal may order parties to identify intended witnesses or experts and specify the circumstances intended to be proved in advance of any hearing (Article 28.1).</p>	<p><b>2010, 2013 and 2021 Rules</b> On a party's request, the tribunal will hold hearings for the presentation of witness and expert evidence. In the absence of a request, the tribunal will decide whether to hold such hearings or whether the proceedings will be document only (Article 17.3).</p> <p>Unless otherwise directed by the tribunal, witness statements may be presented in writing. A party may appear as a witness (Article 27.2).</p> <p>Witnesses may be heard under the conditions and examined in the manner set by the tribunal (Article 28.2).</p> <p><b>1976 Rules</b></p>

	<p>Subject to mandatory laws, rules of law and any order of the tribunal, it is not improper for witnesses to be interviewed by a party or its legal representatives (Article 20.5, 2014 Rules).</p> <p>Subject to mandatory laws, rules of law and any order of the tribunal, it is not improper for witnesses to be interviewed by a party or its authorized representatives (Article 20.6, 2020 Rules).</p> <p><b>1998 Rules</b> The tribunal may determine time, manner and form of witness evidence (Article 20.2).</p> <p>Testimony can be presented in manner and form of witness evidence (Article 20.2).</p> <p>Testimony can be presented in written form as a signed statement or sworn tribunal may decide on the weight to be given to the written testimony or may exclude that evidence (Article 20.4).</p> <p>Subject to mandatory laws, it is not improper for witnesses to be interviewed by a party or its legal</p>			<p>Witness evidence may be submitted in the form of written statements (Article 28.2).</p> <p>Any witness or expert, on whose testimony a party seeks to rely, will attend a hearing for examination, unless otherwise agreed (Article 28.3).</p>	<p>Witness evidence can be presented in the form of signed written statements (Article 25.5).</p> <p>The tribunal makes arrangements for translation of oral testimony if required or if the parties have agreed (Article 25.3).</p>
--	---	--	--	---	--



	representatives (Article 20.6).				
<b>Experts</b>	<p><b>2020 and 2014 Rules</b> The tribunal, after consultation with the parties, may appoint experts to report on issues identified by the tribunal (Article 21.1).</p> <p>Parties may be required at any time to give tribunal appointed experts any relevant information or access to documents or other property as the tribunal thinks appropriate (Article 21.3).</p> <p><b>1998 Rules</b> Unless otherwise agreed by the parties, the tribunal can appoint experts (Article 21.1(a)).</p> <p>Parties can be required to give tribunal appointed experts any relevant information or access to documents or other property (Article 21.1(b)).</p>	<p><b>2021, 2017 and 2012 Rules</b> The tribunal may, having consulted with the parties, appoint experts (Article 25.3, 2021 Rules and 25.4), 2017 and 2012 Rules).</p> <p>Parties have the opportunity to question tribunal appointed experts at a hearing (Article 25.3, 2021 Rules and 25.4), 2017 and 2012 Rules).</p> <p><b>1998 Rules</b> The tribunal may, having consulted with the parties, appoint experts (Article 20.4).</p> <p>Parties have an opportunity to question tribunal appointed experts at a hearing (Article 20.4).</p>	<p><b>2021 Rules</b> The tribunal may appoint experts (Article 28.1).</p> <p>Parties have an opportunity to comment in writing on tribunal appointed expert's reports (Article 28.3).</p> <p>Parties have an opportunity to question tribunal appointed experts at a hearing (Article 28.4).</p>	<p><b>2017 and 2023 Rules</b> Party-appointed experts: The tribunal may order parties to identify intended experts and specify the circumstances intended to be proved in advance of any hearing (Article 33.1).</p> <p>Expert evidence may be submitted in the form of written statements (Article 33.2).</p> <p>Any expert, on whose testimony a party seeks to rely, will attend a hearing for examination, unless otherwise agreed (Article 33.3).</p> <p>Tribunal-appointed experts: After consultation with the parties, the tribunal may appoint an expert to report on specific issues (Article 34.1).</p> <p>The tribunal will send copies of the expert report to the parties and parties will have an opportunity to submit written comments on the report (Article 34.2).</p>	<p><b>2010, 2013 and 2021 Rules</b> The tribunal may appoint experts (Article 29.1).</p> <p>Experts are required to provide parties with a statement of independence and impartiality. Parties may object to the expert's qualifications, independence or impartiality (Article 29.2).</p> <p>Parties are required to give experts any relevant information or produce for inspection any relevant documents or goods (Article 29.3).</p> <p>Parties may review the expert's report and can question the expert at a hearing (Article 29.5).</p> <p><b>1976 Rules</b> The tribunal may appoint experts (Article 27.1).</p> <p>Parties can be required to give tribunal appointed experts any relevant information or produce for inspection any documents (Article 27.2).</p>

				<p>Parties will be given an opportunity to examine experts at a hearing (Article 34.3).</p> <p><b>2010 Rules</b> After consultation with the parties, the tribunal may appoint experts (Article 29.1).</p> <p>The tribunal will send copies of the expert report to the parties and parties will have an opportunity to submit written comments on the report (Article 29.2).</p> <p>Parties will be given an opportunity to examine experts at a hearing (Article 29.3).</p>	<p>The parties can review the tribunal appointed expert's report and question him at a hearing (Article 27.4).</p>
<b>Confidentiality</b>	<p><b>2020 Rules</b> The 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, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to</p>	<p><b>2021, 2017 and 2012 Rules</b> The tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information (Article 22.3).</p> <p><b>1998 Rules</b></p>	<p><b>2021 Rules</b> Unless otherwise agreed by the parties or required by law, confidential information disclosed during proceedings cannot be divulged by the tribunal (Article 40.1).</p> <p>The ICDR may publish or otherwise make publicly available selected awards, orders, decisions, and rulings that have become public in the course of enforcement or otherwise</p>	<p><b>2017 and 2023 Rules</b> Unless otherwise agreed by the parties, the SCC Arbitration Institute, the tribunal and any administrative secretary of the tribunal, shall maintain the confidentiality of the arbitration and the award (Article 3).</p> <p><b>2010 Rules</b> Unless otherwise agreed by the parties, the arbitration and the award</p>	<p><b>2010, 2013 and 2021 Rules</b> An award may be made public with the consent of all parties or where disclosure is required by a legal duty, to protect or pursue a legal right or in relation to legal proceedings (Article 34.5).</p> <p><b>1976 Rules</b> The award may be made public with the consent of both parties (Article 32.5).</p>

	<p>enforce or challenge an award in legal proceedings before a state court or other legal authority.</p> <p>The parties shall seek the same undertaking of confidentiality from all those that it involves in the arbitration, including but not limited to any authorised representative, witness of fact, expert or service provider (Article 30.1).</p> <p>Article 30.1 also applies to the Arbitral Tribunal, any tribunal secretary and any expert to the Arbitral Tribunal (Article 30.2).</p> <p>The LCIA does not publish any award or any part of an award without the prior written consent of all parties and the Arbitral Tribunal (Article 30.3).</p> <p><b>2014 Rules</b> The parties undertake to keep confidential all awards and materials in the arbitration and all other documents produced in the proceedings which are not in the public domain, unless disclosure required by legal duty, right, or to enforce or</p>	<p>The tribunal may take measures to protect trade secrets and confidential information (Article 20.7).</p> <p>There is no specific confidentiality provision.</p>	<p>and 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 (Article 40. 3 and 40.4)</p>	<p>will be confidential (Article 46).</p>	
--	--	--	--	---	--

	challenge an award (Article 30.1).				
	<b>1998 Rules</b> Unless parties agree otherwise, parties will keep confidential all awards and materials produced for the arbitration which are not in the public domain (Article 30.1).				

