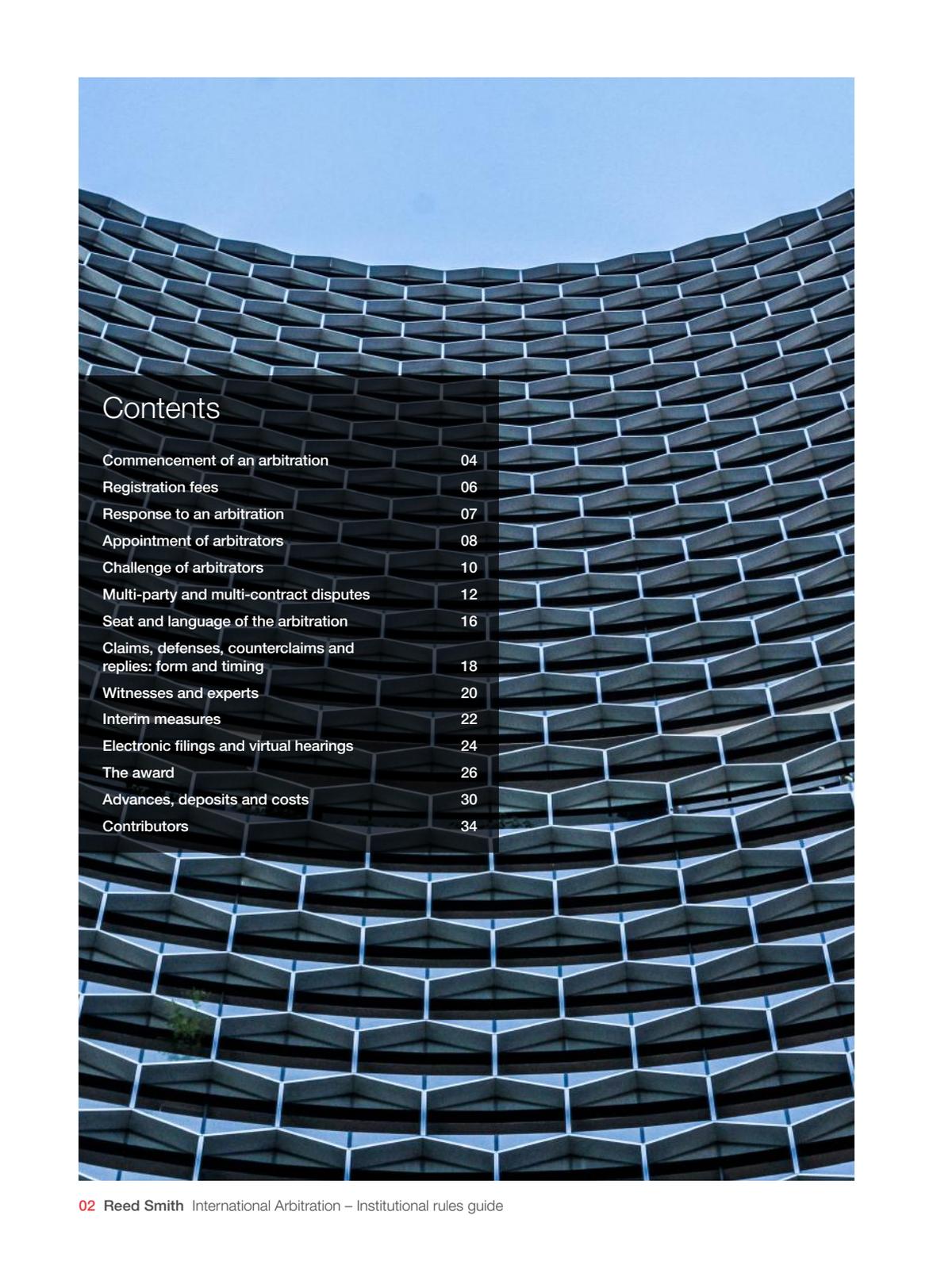


International Arbitration – Institutional rules guide

May 2023



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Introduction

Welcome to Reed Smith's 2023 in-house counsel guide to key arbitral institutions and rules

Choosing the right institution and arbitral rules for your commercial relationship has never been more important, or more challenging in light of the wide range of options. In this guide, we compare key features of the rules of seven of the best-known institutions around the globe as well as rules typically used in ad hoc arbitrations.

The guide covers the following rules:

- CIETAC Arbitration Rules (effective as of January 1, 2015)
- DIAC Arbitration Rules (effective as of March 21, 2022)
- HKIAC Administered Arbitration Rules (effective as of November 1, 2018)
- ICC Arbitration Rules (effective as of January 1, 2021)
- ICDR Rules (effective as of March 1, 2021)
- LCIA Arbitration Rules (effective as of October 1, 2020)
- SIAC Rules (effective as of August 1, 2016)
- UNCITRAL Arbitration Rules (effective as of December 16, 2013, as updated in 2021)

We focus on the areas that matter most to you, from the rules suitable for your complex, high-value arbitrations, to those relevant to your low-value, expedited disputes. We also address the approach in the rules to environmentally-friendly processes, including electronic data and virtual hearings.

We look forward to discussing any questions you may have and to advising you on effective arbitration provisions. Please feel free to contact Peter, Antonia, or any of the other contributors listed at the end of this document or your usual Reed Smith international arbitration contact.



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Commencement of an arbitration

CIETAC

A party wishing to commence an arbitration shall submit a Request for Arbitration.

The date of commencement is on the day that CIETAC receives the Request for Arbitration. The registration fee will be requested when commencing the arbitration.

Where the formalities required for the application are complete, the CIETAC Court shall serve a Notice of Arbitration on both the claimant and the respondent. The respondent will also receive the Request for Arbitration and the documents.

DIAC

A party wishing to commence an arbitration shall submit a Request for Arbitration to DIAC which shall notify the respondent(s) of the Request.

Proceedings shall be deemed to commence on the date on which DIAC receives the Request and the registration fee.

HKIAC

A party wishing to commence an arbitration shall submit a Notice of Arbitration to HKIAC and the respondent(s).

Proceedings shall be deemed to commence on the date on which HKIAC receives the Notice and the registration fee.

ICC

A party wishing to commence an arbitration shall submit a Request for Arbitration and applicable filing fee to the ICC secretariat, which shall notify the respondent(s) of the receipt of that Request.

Proceedings shall be deemed to commence on the date on which ICC receives the Request.

ICDR

A party wishing to commence an arbitration shall submit a Notice to the ICDR administrator and the respondent(s).

The Notice of Arbitration shall be accompanied by the appropriate filing fee.

Proceedings shall be deemed to commence on the date on which the ICDR administrator receives the Notice.

LCIA

A party wishing to commence an arbitration shall submit a Request, together with confirmation that the registration fee has been paid, to the registrar of the LCIA Court and the respondent(s).

The date of commencement of the arbitration is the later of (i) receipt by the registrar of the Request; or (ii) receipt by LCIA of the registration fee.

SIAC

A party wishing to commence an arbitration shall file a Notice of Arbitration with the SIAC registrar and the respondent(s).

Proceedings shall be deemed to commence on the date on which SIAC receives the complete Notice, including payment of the registration fee.

UNCITRAL

A party wishing to commence an arbitration shall submit a Notice to the respondent(s).

Proceedings shall be deemed to commence on the date on which the respondent(s) receive the Notice. A registration fee is only payable if there is an administering institution.



Registration fees¹

	Non-refundable registration fee in local currency	Conversion to USD (as of May 3, 2023)*
CIETAC	RMB 10,000 / HKD 8,000	USD 1,446 / USD 1,019
DIAC	AED 5,000	USD 1,361
HKIAC	HKD 8,000	USD 1,019
ICC	USD 5,000	N/A
ICDR	Sliding scale from USD 1,000 to USD 12,650 plus 0.015% of the claim amount above USD 10 million up to USD 100,000	N/A
LCIA	GBP 1,750	USD 2,184
SIAC	SGD 2,000	USD 1,498
UNCITRAL	None, unless the arbitration is administered by an arbitral institution, in which case a registration or filing fee may be payable to that arbitral institution.	N/A

1. VAT or similar taxes may apply on the registration fees.

* Source: OANDA Exchange Rates for Selected Currencies as at May 3, 2023

Response to an arbitration

CIETAC

The respondent has 45 days from receipt of the Notice of Arbitration to file a written defense and counterclaim, if any, to CIETAC and the claimant.

The tribunal (or CIETAC if the tribunal has not been formed) may grant an extension of time if the respondent has justified reasons.

DIAC

The respondent has 30 days from receipt of the Request from DIAC to file an Answer and counterclaim, if any. DIAC shall communicate the respondent's Answer to the claimant.

DIAC may grant an extension of 10 days upon the respondent's request, provided the respondent's application for an extension of time contains its comments concerning the number of arbitrators and, if applicable, the nomination of an arbitrator.

HKIAC

The respondent has 30 days from the receipt of the Notice of Arbitration to submit to HKIAC and the claimant an Answer and counterclaim, if any.

The HKIAC secretariat does not typically grant any extensions of time, however, once appointed, the tribunal has the right to determine disputes concerning any delay to the submission of the Answer.

ICC

The respondent has 30 days from the receipt of the Request to file an Answer and counterclaim, if any.

ICC may extend the 30-day period provided such an application contains the respondent's observations or proposals concerning the number of arbitrators and their choice of arbitrator, if required.

ICDR

The respondent has 30 days from the commencement of the arbitration to submit an Answer and counterclaim, if any.

The arbitral tribunal, or the administrator if the tribunal has not yet been constituted, may extend any of the time limits if it considers such an extension justified.

LCIA

The respondent has 28 days from the commencement of the arbitration to submit a Response and counterclaim, if any, to LCIA and the claimant.

LCIA may grant an extension of time.

SIAC

The respondent has 14 days to send a Response to SIAC and the claimant.

SIAC may grant an extension of time.

UNCITRAL

The respondent has 30 days to send its Response and counterclaim, if any, to the claimant.

Unless an administering institution has been agreed, there is no opportunity to obtain an extension of time. However, once appointed, the tribunal has the right to determine disputes concerning any delay to the submission of the Response.

Appointment of arbitrators

CIETAC

The tribunal may be composed of one or three arbitrators. Where there is no agreement by the parties, the tribunal shall be composed of three arbitrators.

The parties shall nominate arbitrators from the panel of arbitrators provided by CIETAC. The parties may agree to nominate arbitrators outside of the panel of arbitrators, subject to confirmation by the chairman of CIETAC.

Where the parties have agreed that the dispute should be settled by three arbitrators, the claimant and the respondent shall each nominate an arbitrator within 15 days of the receipt of the Notice of Arbitration. Within 15 days from the respondent's receipt of the Notice of Arbitration, the parties shall jointly nominate the presiding arbitrator. The parties may each recommend one to five candidates for the presiding arbitrator. The common candidate on both lists shall act as the presiding arbitrator. If there is more than one common candidate or no common candidate, the presiding arbitrator shall be appointed at the discretion of the chairperson of CIETAC.

DIAC

The tribunal may be composed of one or three arbitrators. The parties may agree on the number of arbitrators. Where there is no agreement by the parties, the tribunal shall consist of a sole arbitrator unless the DIAC Court determines three arbitrators to be more appropriate.

In a three-member tribunal, each party shall nominate one arbitrator. With respect to the selection of the chairperson, if the parties have agreed upon a mechanism, that procedure shall be followed. In the absence of any agreed procedure,

the two party-nominated arbitrators shall agree upon the third arbitrator within 10 days from the date of notification of the DIAC Court's decision of the appointment of the last co-arbitrator. If there is no agreement within the timeframe, DIAC shall appoint the chairperson.

DIAC also offers an alternative "list" process if the co-arbitrators fail to agree on the nomination of the chairperson.

HKIAC

The tribunal may be composed of one or three arbitrators. The parties may agree on the number of arbitrators. Where there is no agreement by the parties, HKIAC will decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the circumstances of the case.

Where three arbitrators are to be appointed, the claimant and the respondent shall each nominate an arbitrator within 15 days, failing which HKIAC will appoint the arbitrators.

The two arbitrators shall select the third arbitrator, who will act as the presiding arbitrator, within 30 days after the appointment of the second arbitrator. If the two arbitrators have failed to designate a third arbitrator, HKIAC shall appoint the presiding arbitrator.

ICC

The dispute shall be decided by either one or three arbitrators. Where the parties have not agreed upon the number of arbitrators, the ICC Court will appoint a single arbitrator unless it appears that the dispute is such that it warrants three arbitrators.

Where three arbitrators are to be appointed, each party will nominate an arbitrator in the Request and Answer respectively. If a party fails to nominate an arbitrator, the appointment shall be made by the ICC Court. The third arbitrator will act as president and be appointed by the ICC Court, unless otherwise agreed by the parties.

ICDR

Where the parties cannot agree on the number of arbitrators, a single arbitrator will be appointed unless it appears that the dispute is such that it warrants three arbitrators.

Where the parties cannot agree on the method of selection of a sole arbitrator or chair, ICDR uses a list procedure pursuant to which parties are required to select their candidates within 15 days.

LCIA

The dispute shall be decided by either one or three arbitrators. Where the parties cannot agree on the number of arbitrators, the LCIA Court will appoint a single arbitrator unless it appears that the dispute is such that it warrants three arbitrators.

Where the tribunal shall be composed of three arbitrators, subject to any agreement by the parties, the presiding arbitrator will be selected by the LCIA Court.

SIAC

A sole arbitrator shall be appointed unless the parties have agreed otherwise or unless it appears to SIAC that the dispute warrants three arbitrators.

If a sole arbitrator is to be appointed, either party may propose to the other the names of potential sole arbitrators. If within 21 days after commencement of the arbitration the parties have not reached an agreement, or if at any time either party so requests, the president of the SIAC Court shall make the appointment.

If three arbitrators are to be appointed, each party shall nominate one arbitrator. If one party fails to make a nomination within 14 days after receipt of the other party's nomination of an arbitrator, the president of the SIAC Court shall proceed to appoint the arbitrator on its behalf. Unless the parties have agreed upon another procedure for appointing the third arbitrator, the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the president of the SIAC Court.

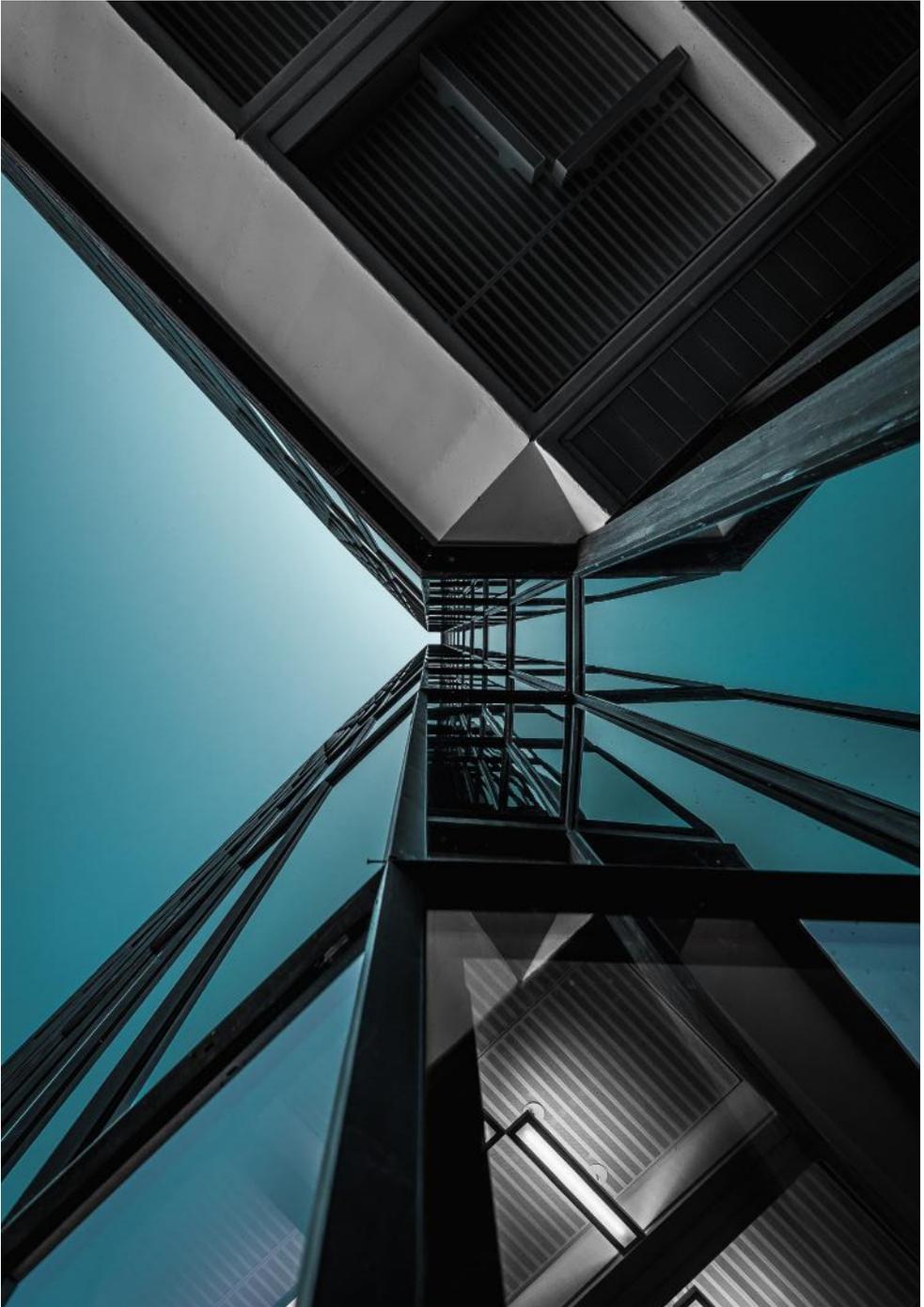
UNCITRAL

Unless the parties have agreed a sole arbitrator, the default number of arbitrators is three.

Each party shall appoint one co-arbitrator. The party-appointed arbitrators shall choose the third arbitrator. If they cannot agree within 30 days after the appointment of the second co-arbitrator, then an appointing authority can be requested to assist with the appointment.

Challenge of arbitrators

	Time period for challenge
CIETAC	Within 10 days of the receipt of the declaration and/or the written disclosure of an arbitrator; or of receipt of the notice of formation of the tribunal; or of becoming aware of a reason for a challenge.
DIAC	Within 15 days of the formation of the tribunal; or of becoming aware of any circumstances on which the challenge is based.
HKIAC	Within 15 days of the confirmation of the arbitrator being notified to the challenging party; or of that party becoming aware of any circumstances which gave rise to the challenge.
ICC	Within 30 days from receipt of the notification of the appointment or confirmation of the arbitrator; or of the date the party making the challenge was informed of the facts and circumstances on which the challenge is based.
ICDR	Within 15 days of the arbitrator's appointment; or within 15 days of the date the party making the challenge was informed of the facts and circumstances on which the challenge is based.
LCIA	Within 14 days of the formation of the tribunal; or of becoming aware of any grounds for challenge.
SIAC	Within 14 days of the receipt of the notice of appointment of the arbitrator; or of becoming aware of the circumstances for challenge.
UNCITRAL	Within 15 days of the appointment of the challenged arbitrator; or of becoming aware of any circumstances which gave rise to the challenge.



Multi-party and multi-contract disputes

CIETAC

A claimant can commence one arbitration arising out of multiple contracts and/or arbitration agreements, provided that (i) there is a principal contract and ancillary contracts, or contracts involving the same parties and a similar legal relationship; (ii) the disputes arise out of the same transaction; and (iii) the arbitration agreements invoked are identical or compatible.

CIETAC may order the consolidation of multiple arbitrations into a single arbitration in different scenarios, including (but not limited to) where all parties agree to the consolidation and where the arbitrations arise out of the same arbitration agreement.

Upon the request of a party, CIETAC may order the joinder of a third party as a party to the arbitration, provided that the third party is *prima facie* bound by the arbitration agreement.

DIAC

A claimant can commence one arbitration arising out of multiple contracts and/or arbitration agreements.

The DIAC Court may order the consolidation of multiple arbitrations into a single arbitration in different scenarios, including (but not limited to) where all parties agree to the consolidation and where the arbitrations arise out of the same arbitration agreement. However, the parties can opt out of the consolidation provisions in the DIAC Rules.

The DIAC Court or the tribunal can order the joinder of a third party as a party, provided that they are *prima facie* satisfied that the third party may be a party to the arbitration agreement.

HKIAC

A claimant can commence one arbitration arising out of multiple contracts, provided that (i) a common factual or legal question arises under each arbitration agreement invoked; (ii) the request for relief relates to the same or a related transaction; and (iii) the arbitration agreements invoked are compatible.

HKIAC may order the consolidation of multiple arbitrations into a single arbitration in different scenarios, including (but not limited to) where all parties agree to the consolidation and where the arbitrations arise out of the same arbitration agreement.

HKIAC or the tribunal may order the joinder of a third party as a party to the arbitration, provided that, *prima facie*, the third party is bound by the arbitration agreement or all parties consent to the joinder.

ICC

A claimant can commence one arbitration arising out of multiple contracts and/or arbitration agreements.

The ICC Court or the tribunal may order the consolidation of multiple arbitrations into a single arbitration in different scenarios, including (but not limited to) where all parties agree to the consolidation and where the arbitrations arise out of the same arbitration agreement.

The ICC Court or the tribunal may order the joinder of a third party as a party to the arbitration, provided that the third party is a party to the arbitration agreement.

ICDR

The ICDR Rules are silent as to whether they permit a claimant to commence one arbitration arising out of more than one contract and/or arbitration agreement.

Where a party requests the consolidation of multiple arbitrations, ICDR may appoint a “consolidation arbitrator” who will determine that request. The consolidation arbitrator may order the consolidation of multiple arbitrations into a single arbitration in different scenarios, including (but not limited to) where all parties agree to the consolidation and where the arbitrations arise out of the same arbitration agreement.

The ICDR Rules permit the joinder of a third party as a party to the arbitration. A party to an existing arbitration may file a Request for Joinder (akin to a Request for Arbitration) to commence a claim against the third party, with that claim being determined in the existing arbitration. The ICDR Rules therefore only permit joinder where a claim is to be brought against the third party by the applicant.

LCIA

A claimant can file a composite Request for Arbitration arising out of multiple contracts, but must pay as many registration fees as there are contracts in dispute. The composite Request for Arbitration will commence multiple arbitrations, which will proceed separately unless and until they are consolidated.

The LCIA Court or the tribunal may order the consolidation of multiple arbitrations into a single arbitration in different scenarios, including (but not limited to) where all parties agree to the consolidation and (subject to certain conditions) where the arbitrations arise out of the same arbitration agreement.

The LCIA Rules also give the tribunal discretion to order the joinder of a third party to the arbitration upon a request made by an existing party, provided that the third party consents. There is no requirement that the third party be a party to the arbitration agreement.



SIAC

Where a claimant wishes to commence arbitration under more than one contract and/or arbitration agreement, it may either (i) file multiple Requests for Arbitration and concurrently submit a consolidation application; or (ii) file a single Request for Arbitration for all of the contracts. In the latter case, the composite Request for Arbitration shall be deemed to have commenced multiple arbitrations, and the composite Request for Arbitration is deemed to be an application to consolidate those arbitrations into a single arbitration.

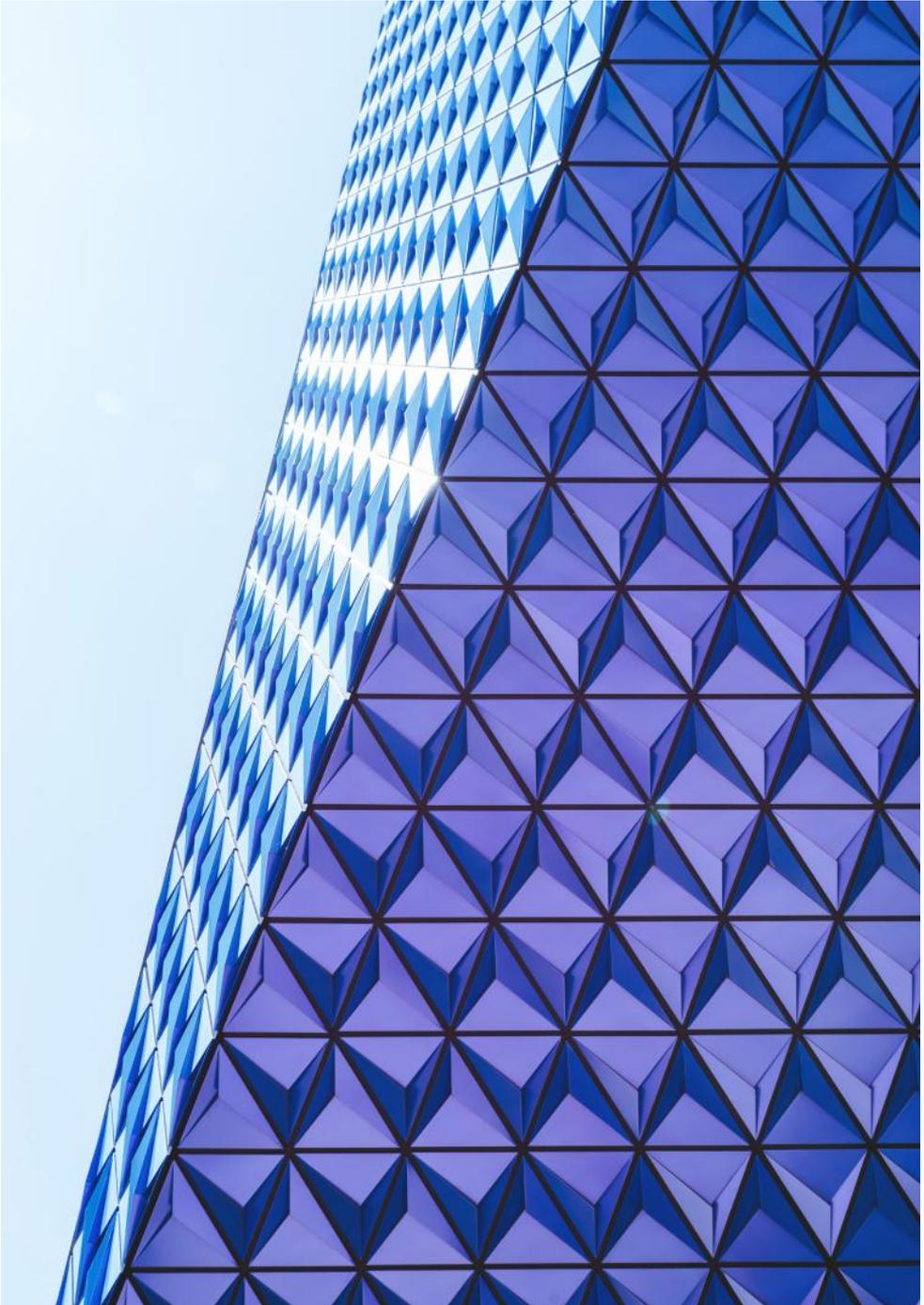
The SIAC Court or the tribunal (where the same tribunal has been constituted in all the arbitrations or no tribunal has been constituted in the other arbitrations) may order the consolidation of multiple arbitrations into a single arbitration if (i) all parties agree to the consolidation; (ii) the claims in the arbitrations arise out of the same arbitration agreement; or (iii) the arbitration agreements are compatible and the disputes arise out of the same legal relationships, out of the same transaction(s) or out of contracts consisting of a principal contract and its ancillary contract(s).

The SIAC Court or the tribunal may order the joinder of a third party as a party to the arbitration, provided that (i) the third party is prima facie bound by the arbitration agreement; or (ii) all parties (including the third party) consent to the joinder.

UNCITRAL

The UNCITRAL Rules do not expressly deal with multi-contract scenarios or consolidation. However, such powers arguably exist under the tribunal's general case management powers.

The UNCITRAL Rules empower the tribunal to order the joinder of a third party as a party to the arbitration upon a request made by an existing party, provided that the third party is also a party to the arbitration agreement.



Seat and language of the arbitration

CIETAC

The parties may agree on the seat.

Failing such agreement, the seat shall be the domicile of CIETAC or its sub-commission/arbitration center administering the case, or such other location determined by CIETAC, having regard to the circumstances of the case.

The parties shall agree on the language of arbitration. In the absence of an agreement, the language of arbitration shall be Chinese, unless CIETAC designates another language, having regard to the circumstances of the case. Additional costs may be charged if the parties have agreed to use two or more languages as the languages of the arbitration.

DIAC

The parties may agree on the seat. Where the parties have not agreed on a seat, but they have agreed on a location/venue for the arbitration, such location/venue shall be deemed to be the seat. In the absence of an agreement on the seat and location/venue, the initial seat shall be the DIFC though the tribunal has the power to determine the seat.

Unless otherwise agreed by the parties, the initial language of the arbitration shall be the language of the arbitration agreement. If the agreement to arbitrate is written in more than one language, the DIAC Court shall decide which of those languages shall be the initial language of the arbitration. Failing an agreement by the parties, the tribunal shall have the power to determine the language(s) of the arbitration finally.

HKIAC

The parties may agree on the seat, failing which the seat shall be Hong Kong, unless the tribunal decides that another seat is more appropriate.

Where parties have not agreed on the language of the arbitration, any party may communicate in English or Chinese prior to any determination by the tribunal. Subject to agreement by the parties, the tribunal shall determine the language of the arbitration.

ICC

The seat of the arbitration shall be fixed by the ICC Court unless agreed upon by the parties.

In the absence of agreement between the parties, the tribunal shall determine the language of the proceedings.

ICDR

If the parties disagree as to the seat of the arbitration, the ICDR administrator shall initially determine the seat of the arbitration, subject to the power of the tribunal to finally determine the seat within 45 days after its constitution.

Unless the parties agree otherwise, the proceedings will be in the same language as the documents containing the arbitration agreement, subject to the power of the tribunal to determine otherwise.

LCIA

The parties may agree on the seat of the arbitration. Failing such agreement, the seat will be London, unless the LCIA Court determines that another seat is more appropriate.

Unless the parties agree otherwise, the initial language of the proceedings will be the language of the arbitration agreement. If the arbitration agreement is written in more than one language of equal standing, the LCIA Court may determine which of those languages shall be the initial language of the arbitration. The tribunal has the power to determine the language finally.

Unless the parties have agreed otherwise in writing, the law governing the arbitration agreement will be the law of the seat of the arbitration.

SIAC

The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be determined by the tribunal, having regard to all the circumstances of the case.

Unless the parties have agreed otherwise, the tribunal shall determine the language to be used in the proceedings.

UNCITRAL

Unless agreed by the parties, the tribunal shall determine the seat having regard to the circumstances of the arbitration.

Subject to agreement by the parties, the tribunal will also determine the language to be used in proceedings.



Claims, defenses, counterclaims and replies: form and timing

CIETAC

The respondent has 45 days to submit its statement of defense, evidence and supporting documents. Any counterclaim shall be filed with evidence and supporting documents within the same time period.

The claimant has 30 days to file its statement of defense to the respondent's counterclaim.

A party may request an extension of time from the tribunal (or CIETAC, if the tribunal has not been formed) with justified reasons.

Unless otherwise agreed by the parties, the tribunal, if it considers necessary, may hold a pre-hearing conference.

DIAC

The tribunal shall make contact with the parties no later than 15 days following its constitution. The tribunal shall hold a preliminary meeting with the parties to establish a procedural timetable.

The claimant may submit the detailed statement of claim, together with all or part of the evidence, with the Request. Alternatively, the procedural deadlines for the submission of the statement of claim shall be determined by the tribunal. Similarly, the tribunal shall also set the procedural deadlines for the submission of the statement of defense and counterclaim, if any, and any other submissions.

A party may request an extension of time from the tribunal with justified reasons.

HKIAC

The claimant may submit the statement of claim with the Notice. Alternatively, the statement of claim, defense and counterclaim, if any, together with all supporting materials, shall be submitted within a period of time determined by the tribunal.

At an early stage of the arbitration and in consultation with the parties, the tribunal shall prepare a provisional timetable for the arbitration, which shall be provided to the parties and HKIAC.

ICC

The tribunal shall hold a case management conference to establish the procedural timetable. Thereafter, the tribunal shall order the procedural timetable for the arbitration proceedings. A party may request an extension of time from the tribunal with justified reasons.

ICDR

There is no specific provision for detailed claims, defenses and counterclaims. The tribunal typically holds an administrative conference to establish a procedural timetable.

LCIA

The tribunal shall make contact with the parties no later than 21 days following its constitution. The tribunal shall thereafter set the procedural timetable.

Subject to the tribunal's order, the claimant has 28 days following the constitution of the tribunal either to elect that its Request for Arbitration shall be treated as its statement of claim, or otherwise submit its statement of claim. Similarly, subject to the tribunal's order, the remaining deadlines for the following submissions (the statement of defense and statement of reply) are 28 days. Submissions shall include all documents relied upon.

A party may request an extension of time from the tribunal with justified reasons.

SIAC

As soon as practicable after its constitution, the tribunal shall conduct a preliminary meeting with the parties, in person or by any other means.

The tribunal shall order the procedural timetable for the arbitration proceedings. A party may request an extension of time from the tribunal with justified reasons.

UNCITRAL

The tribunal shall establish the procedural timetable for the arbitration proceedings as soon as practicable after its constitution. A party may request an extension of time from the tribunal with justified reasons.



Witnesses and experts

CIETAC

The parties are permitted to present witness or expert evidence.

The tribunal may consult experts to clarify issues concerning the case.

Parties may be obligated to produce any relevant materials for inspection or appraisal by the experts. At the request of either party and with the approval of the tribunal, the expert or appraiser shall participate in an oral hearing and give explanations on the report when the tribunal considers it necessary.

DIAC

The parties are permitted to present witness or expert evidence.

The tribunal may appoint one or more independent experts after consultation with the parties.

The tribunal has the discretion to limit the appearance of witnesses or experts.

The tribunal may make the admissibility and weight of testimony conditional upon the witness or expert being available to give oral testimony at the hearing.

The parties or the tribunal may question the witness or expert.

HKIAC

The parties are permitted to present witness or expert evidence.

The tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.

The tribunal may appoint one or more experts after consultation with the parties. At the request of either party, the expert shall attend the hearing, at which the parties shall have an opportunity to be present and to examine the expert.

ICC

The parties are permitted to present witness or expert evidence.

The tribunal may decide to hear witnesses or experts in the presence or absence of the parties, provided they have been duly summoned.

After consulting the parties, the tribunal may appoint one or more experts. Experts appointed by the tribunal may be questioned by the parties.

ICDR

The parties are permitted to present witness or expert evidence.

The tribunal may appoint one or more experts. Experts appointed by the tribunal may be questioned by the parties.

LCIA

The parties are permitted to present witness or expert evidence.

The tribunal has discretion to allow, refuse or limit the appearance of such evidence.

After consulting the parties, the tribunal may appoint one or more experts. If the tribunal considers it necessary, the parties may question a tribunal-appointed expert.

SIAC

The parties are permitted to present witness or expert evidence.

The tribunal has discretion to allow, refuse or limit the appearance of witnesses.

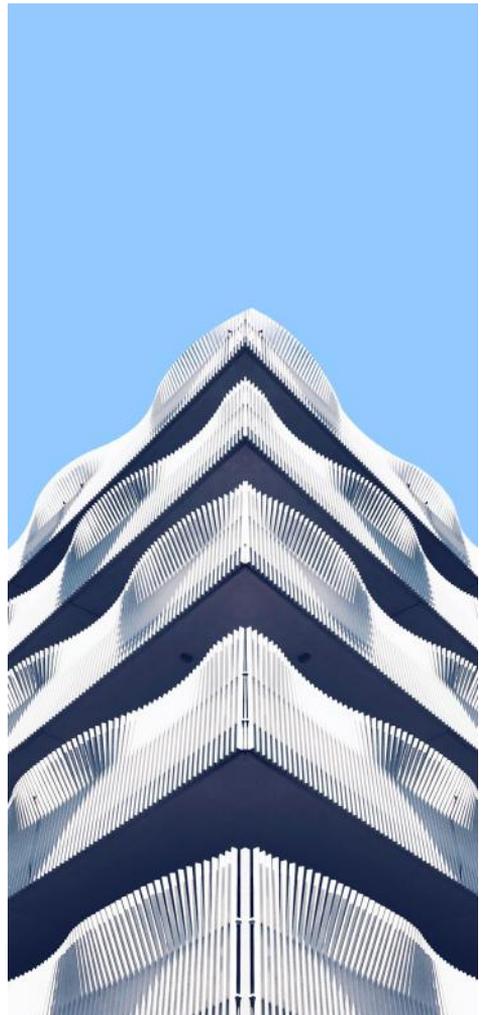
Any witness who gives oral evidence may be questioned by the parties and the tribunal.

After consulting the parties, the tribunal may appoint an expert to report on specific issues. This expert shall submit a written report to the tribunal and may be questioned by the parties.

UNCITRAL

The parties are permitted to present witness or expert evidence.

The tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.



Interim measures

CIETAC

At the request of a party, the tribunal may order or award any interim measures it deems necessary or proper in accordance with the applicable law or the agreement of the parties.

The requesting party may be required to provide appropriate security in connection with the measures.

Emergency interim relief prior to the constitution of the tribunal is available.

DIAC

At the request of a party, the tribunal may order or award any interim measures it deems necessary. The DIAC Rules do not prescribe or limit the type of interim measure which a tribunal may order.

The requesting party may be required to provide appropriate security in connection with the measures.

Emergency interim relief prior to the constitution of the tribunal is available.

HKIAC

At the request of either party, the tribunal may order any interim measures (whether in the form of an order or award, or in another form) it deems necessary or appropriate. The requesting party may be required to provide appropriate security in connection with the measures.

Emergency interim relief prior to the constitution of the tribunal is available.

ICC

Unless the parties have otherwise agreed, the tribunal may, at the request of a party, order any interim or conservatory measures. The requesting party may be required to provide appropriate security in connection with the measures.

Emergency interim relief prior to the constitution of the tribunal is available.

ICDR

The tribunal has the power to order interim measures. Such interim measures may take the form of an interim order or award, and the tribunal may require security for the costs of such measures.

Emergency interim relief prior to the constitution of the tribunal is available.

LCIA

The tribunal has the power to order interim measures. The requesting party may be required to provide appropriate security in connection with the measures.

The tribunal can order interim measures including security for costs, injunctions, orders for the preservation of evidence and any other remedy which it could order in an award.

Emergency interim relief prior to the constitution of the tribunal is available.

SIAC

The tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate.

The tribunal may order the requesting party to provide appropriate security in connection with the relief sought.

Emergency interim relief prior to the constitution of the tribunal is available.

UNCITRAL

At the request of any party, the tribunal may order whatever interim remedies it deems necessary.

Emergency interim relief prior to the constitution of the tribunal is not available.



Electronic filings and virtual hearings

CIETAC

CIETAC accepts documents filed both electronically and in hard copy.

The CIETAC Rules do not expressly permit virtual hearings. However, CIETAC published guidelines on virtual hearings in 2020 and virtual hearings appear to be permissible under the tribunal's general powers relating to hearings.

CIETAC also has its own bespoke online arbitration rules, which have been in place since 2009.

DIAC

The default position is that all documents should be filed electronically.

The DIAC Rules expressly permit virtual hearings.

HKIAC

HKIAC accepts documents filed both electronically and in hard copy, although it encourages the use of electronic filing, including the use of HKIAC's online case management system.

The HKIAC Rules do not expressly permit virtual hearings. However, HKIAC has routinely administered arbitrations which involve virtual hearings, and it provides its own bespoke virtual hearing services to HKIAC arbitration users.

ICC

ICC accepts documents filed both electronically and in hard copy, although it encourages the use of electronic filing, including the use of ICC's online case management system.

The ICC Rules expressly permit virtual hearings.

ICDR

ICDR accepts documents filed both electronically and in hard copy, although it encourages the use of electronic filing.

The ICDR Rules expressly permit virtual hearings.

LCIA

The default position is that all documents should be filed electronically. Permission from LCIA should be sought before a party seeks to file any documents in hard copy.

The LCIA Rules expressly permit virtual hearings. Tribunals are also encouraged to consider the use of technology to enhance the efficiency of the proceedings.

SIAC

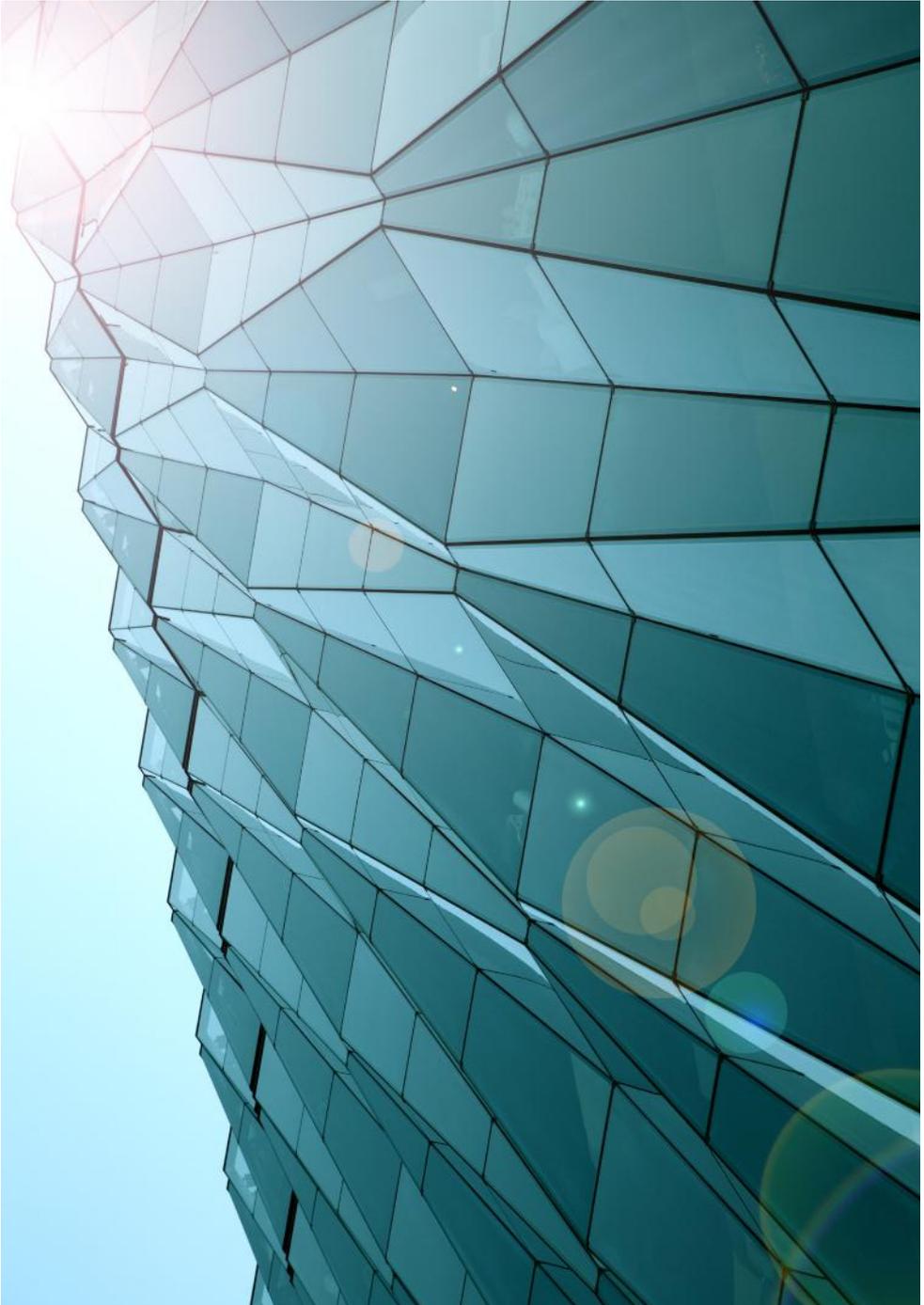
SIAC accepts documents filed both electronically and in hard copy.

The SIAC Rules do not expressly permit virtual hearings. However, the SIAC Rules afford tribunals wide discretion on the procedural aspects of the arbitration, including the format of any hearings.

UNCITRAL

Electronic filing is only permitted to email addresses designated for that purpose by a party, or if permitted by the tribunal.

The UNCITRAL Rules do not expressly permit virtual hearings. However, the UNCITRAL Rules afford tribunals wide discretion on the procedural aspects of the arbitration, including the format of any hearings.



The award

CIETAC

The tribunal may render a partial award before the final award if it is considered necessary or if either party requests and the tribunal agrees. Such partial award is final and binding upon both parties.

The tribunal shall render the final award within six months from the date on which the tribunal is formed. The president of the CIETAC Court may extend the time period upon the reasonable and justified request of the tribunal.

The tribunal shall state the claims, the facts of the dispute, the reasons for the basis of the award, the result of the award, the allocation of the arbitration costs, and the date on which and the place at which the award is made.

The arbitral award is final and binding upon both parties. It may be rendered by majority decision.

DIAC

The tribunal shall render the final award within six months from the date the tribunal receives the file. The time period can be extended by the parties' written agreement or by the DIAC Court.

All awards shall be issued in writing and shall comply with any mandatory provisions of the procedural law applicable to the seat of the arbitration. The award shall state the reasons for the award, unless the parties have agreed that no reasons should be stated and the law applicable to the arbitration does not require the statement of such reasons.

The tribunal may make preliminary, interim, interlocutory, partial or final awards.

The arbitral award is final and binding upon both parties. It may be rendered by majority decision.

The DIAC Court reviews draft awards with respect to the compliance of formalities and for the purposes of fixing the final fees and expenses of the tribunal.



HKIAC

The tribunal shall render the final award no later than three months from the date when the proceedings are closed. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.

The tribunal may make a single award or separate awards including in the form of interim, interlocutory, partial or final awards. The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons be given.

The arbitral award is final and binding upon both parties. It may be rendered by majority decision.

HKIAC leaves it to the tribunal, which has a duty to make reasonable efforts to ensure that an award is valid, to render a valid award.

ICC

The tribunal shall render its final award within six months of the signing of the terms of reference. The ICC Court may fix a different timetable based upon the arbitration's procedural timetable. The ICC Court may also extend the time limit upon a reasoned request from the tribunal or on its own initiative, if necessary.

The tribunal may make a single award or separate awards including in the form of interim, interlocutory, partial or final awards. The award shall state the reasons upon which it is based.

The award is final and binding upon the parties. It may be rendered by majority decision.

The ICC Court reviews draft awards with respect to the form of the award and, without affecting the tribunal's liberty of decision, may also draw the tribunal's attention to points of substance. No award shall be rendered by the tribunal until it has been approved by the ICC Court as to its form.

ICDR

The tribunal shall render the final award within 60 days from the date of the closing of the hearing, unless otherwise agreed by the parties or specified by law or determined by the ICDR administrator. The arbitral award is final and binding upon both parties.

ICDR reviews awards prior to their release to the parties, but this is not a formal scrutiny process such as the ICC process.

When there is more than one arbitrator, any award, order, decision or ruling of the tribunal shall be made by a majority of the arbitrators.

The tribunal may make interim, interlocutory or partial awards, orders, decisions and rulings. The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons be given.

Where there is more than one arbitrator and any of them fails to sign an award, the award shall include or be accompanied by a statement of the reason for the absence of such signature.

LCIA

There is no express time limit for the issue of the final award. The tribunal shall seek to make its final award as soon as reasonably possible and shall endeavor to do so no later than three months following the last submission from the parties (whether made orally or in writing).

The award shall be in writing, unless otherwise agreed by the parties, and state the reasons upon which it is based.

The tribunal may make a single award or separate awards including in the form of interim, interlocutory, partial or final awards.

The arbitral award is final and binding upon both parties. It may be rendered by majority decision.

LCIA does not officially undertake a review of draft awards. However, in practice the LCIA case management team provides light-touch comments on draft awards to the tribunal, upon request.

SIAC

The tribunal shall submit a draft award to the registrar within 45 days from the date on which the tribunal declares the proceedings closed. The registrar may, as soon as practicable, suggest modifications as to the form of the award. No award shall be issued by the tribunal until it has been approved by the registrar as to its form.

The award shall be in writing and shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.

The tribunal may make a single award or separate awards including in the form of interim, interlocutory, partial or final awards.

The arbitral award is final and binding upon both parties. It may be rendered by majority decision.

UNCITRAL

There is no express time limit for the issue of the final award.

The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons be given.

The tribunal may make a single award or separate awards, including in the form of interim, interlocutory, partial or final awards.

Awards shall be made in writing and shall be final and binding upon all the parties.

Review of draft awards is only possible if an appropriate institution has been appointed to manage the proceedings.



Advances, deposits and costs

CIETAC

CIETAC charges administrative and tribunal fees on the basis of a sliding scale corresponding to the amount in dispute and in accordance with its schedule of costs. CIETAC may also collect other additional and reasonable actual expenses pursuant to the relevant provisions of its rules.

Parties are required to advance a deposit for actual costs following the nomination of an arbitrator.

The tribunal has the power to decide in the arbitral award, having regard to the circumstances of the case, that the losing party shall compensate the winning party for the expenses reasonably incurred by it in pursuing the case.



DIAC

DIAC charges administrative and tribunal fees on the basis of a sliding scale corresponding to the amount in dispute and in accordance with its schedule of costs.

DIAC will fix the advance on costs in accordance with its table of fees and costs by reference to the total sum of the claim and counterclaim. If the amounts in dispute were not specified in the claim or the counterclaim, DIAC may fix the advance on costs at its discretion. This amount is subject to readjustment at any time during the arbitration if the claim or counterclaim amounts increase.

When the tribunal is composed of three members, unless the tribunal advises DIAC of a different allocation, DIAC shall fix the tribunal's total fees so that the chairperson receives 40% and each co-arbitrator 30%.

The advance on costs shall be payable in equal shares by the claimant and the respondent, unless DIAC has fixed separate advances on costs for each of the parties (which is only warranted in exceptional circumstances).

The tribunal can fix the costs of the arbitration (which include legal and other costs) and the final apportionment of costs between the parties.

HKIAC

HKIAC charges tribunal fees on an hourly rate basis or with reference to a schedule of fees based on the sum in dispute. The parties can agree on the method for determining fees. If no agreement is reached, then fees will be charged on an hourly rate basis. HKIAC's administrative fees are set out at Schedule 1 of its rules.

As soon as practicable after receipt of the Notice of Arbitration, HKIAC will request the parties to deposit equal amounts as an advance for costs. Where the respondent submits a counterclaim, HKIAC may request separate deposits.

The tribunal shall determine the costs of the arbitration (including the fees of the tribunal, reasonable costs for expert advice and the tribunal secretary, reasonable costs for legal representation, and registration and administrative fees payable to HKIAC) and the apportionment between the parties in its award.

ICC

ICC charges administrative and tribunal fees on the basis of a sliding scale corresponding to the amount in dispute in accordance with ICC's Appendix III on Arbitration Costs and Fees. ICC may adjust the fees to take into account the complexity of the matter but, in practice, will do so only rarely.

After receipt of a request, ICC may request the claimant to pay a provisional advance amount intended to cover the costs of the arbitration until the terms of reference have been drawn up. Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the ICC Court.

As soon as practicable, the ICC Court shall fix the advance on costs in an amount likely to cover fees and expenses, which shall be payable in equal shares by the claimant and the respondent (subject to readjustment). Where counterclaims are submitted, ICC has the power to fix separate advances on costs for claims and counterclaims.

The tribunal may make decisions on costs and order payment at any time during the arbitral proceedings. The tribunal also has the right to fix the costs of the arbitration and decide which of the parties shall bear them or in what proportions they will be borne.

ICDR

ICDR charges tribunal fees on an hourly rate basis based on the arbitrator. Administrative fees are charged on a sliding scale in accordance with its schedule of costs.

On the filing of a claim, the administrator may request the filing party to deposit appropriate amounts as an advance for administration costs.

The fees and expenses of the arbitrators shall be reasonable, taking into account their time spent and the size and complexity of the case.

The tribunal shall fix the costs of arbitration and may allocate such costs among the parties if it determines that allocation is reasonable.

LCIA

LCIA charges tribunal fees on an hourly rate basis as confirmed by the LCIA Court. LCIA's administrative fees are set out in its schedule of costs and are charged at 5% of the tribunal fees plus hourly rates. The tribunal's hourly rates are capped at a maximum amount of GBP 500 (subject to exceptional circumstances).

LCIA will direct the parties to make one or more interim payments on account of the costs of the arbitration. The parties shall be jointly and severally liable to LCIA and the tribunal for such arbitration costs.

Unless agreed otherwise by the parties, the tribunal will determine the proportions in which the parties will bear the costs of the arbitration, as well as the parties' legal costs.

SIAC

SIAC charges administrative and tribunal fees on the basis of a sliding scale corresponding to the amount in dispute and in accordance with its schedule of fees.

SIAC will fix the advances on costs of the arbitration, which shall be paid equally by the claimant and respondent, unless SIAC directs otherwise. SIAC has the power to set separate advances on costs.

Where the amount of the claim or counterclaim is not quantifiable at the time payment is due, SIAC will make a provisional estimate of the costs of the arbitration. This estimate may be adjusted.

The tribunal shall specify in the award the total amount of the costs of the arbitration (which include administrative and tribunal fees). Unless the parties have agreed otherwise, the tribunal shall determine in the award the apportionment of the costs of arbitration among the parties. The tribunal may also order in the award that all or a part of the legal or other costs of a party be paid by another party.

UNCITRAL

No administrative costs are applicable, unless the arbitration is administered by an arbitral institution, in which case the administrative costs shall be determined by the arbitral institution.

Promptly after its constitution, the tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Deposits in respect of the costs of the tribunal will typically be requested from each party.

The tribunal shall fix the costs of the arbitration (including any legal and other costs) in its award. The arbitration costs shall in principle be borne by the unsuccessful party. If appropriate, the tribunal may apportion the costs between the parties.

APC

Arbitration
Pricing
Calculator



The Reed Smith **Arbitration Pricing Calculator** is a first-of-its-kind mobile app created to help arbitration users calculate the costs of arbitration around the world.

With the **Arbitration Pricing Calculator**, users can quickly and accurately navigate the myriad of cost structures at key arbitral institutions, as well as estimate the costs of ad hoc arbitration, to inform their choice of dispute resolution.



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Driving progress
through partnership

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