

ADR Procedures

Comparison of Selected International Arbitration Rules, 2018 Edition

BY STEVEN A. CERTILMAN

Below is a comparison of the latest international arbitration rules from five major administrative bodies in the field.

The author is an attorney, litigator, arbitrator and mediator in New York City and Stamford, Conn. He is an adjunct professor of law at Fordham University School of Law, a Fellow of the College of Commercial Arbitrators and a Chartered Arbitrator and Fellow of the Chartered Institute of Arbitrators, in which he has served in many capacities, including Trustee for the Americas and chair of the Board of Trustees. He is a frequent speaker, trainer and author on alternative dispute resolution. He has done two previous ADR provider rules comparisons for Alternatives.

It's advisable to check the latest versions, available at the organizations' websites listed below.

Practitioners are also advised to carefully consider the consequences of selecting one set of rules over another as the subtle differences between the sets of rules may align with, or frustrate, your strategic or tactical needs. This advice is as important for corporate counsel negotiating an arbitration clause within a commercial agreement as it is to arbitration counsel engaged after a dispute has arisen. While the choice of governing rules generally follows the selection of the administering body, it may fairly be said that the former

is more important than the latter.

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

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

[The CPR Institute, whose rules are examined below, publishes this newsletter.]

TOPIC	CPR: International Institute for Conflict Prevention and Resolution	ICC: International Chamber of Commerce	ICDR/AAA: International Centre for Dispute Resolution/American Arbitration Association	LCIA: London Court of International Arbitration	UNCITRAL: United Nations Commission on International Trade Law
	https://www.cpradr.org Direct: https://bit.ly/2pHg4dC	http://www.iccwbo.org Direct: https://bit.ly/2GqTYpq Pamphlet: https://bit.ly/2G7YSEw	https://bit.ly/2q8KNzP	https://bit.ly/1n6o5NN	https://bit.ly/1l6ndra
General (taken from materials produced by administrator)	2014 CPR Rules for Administered Arbitration of International Disputes. Promulgated and effective Dec. 1, 2014. Separate Non-Administered International rules have also been adopted.	Current version is the Arbitration Rules of 2012, as amended effective March 1, 2017. The ICC's International Court of Arbitration (the "Court") administers arbitrations under the Rules. The Court plays a key role in appointing and confirming arbitrators, fixing arbitrators' fees, and scrutinizing awards. Expedited Procedure Rules under Art. 30 automatically apply in cases with amounts in dispute below \$2 million. See Appendix VI of the Rules.	Current version of rules was effective June 1, 2014, superseding the 2009 rules, with an amended fee schedule effective July 1, 2016. Rules provide for administered arbitration of international disputes.	Current version of rules is 2014, effective Oct. 1, 2014. The "LCIA Rules comprise this Preamble, the Articles and the Index, together with the Annex to the LCIA Rules and the Schedule of Costs as both from time to time may be separately amended by the LCIA (the "LCIA Rules")." (Preamble).	Originally adopted in 1976 by the General Assembly of the United Nations and recommended for inclusion in international commercial contracts. Current 2010 version was intended to address concerns regarding arbitration efficiency and to reflect and adapt to widely used practices. The rules are intended to provide a comprehensive, flexible and universal set of procedural rules which parties may select for the conduct of ad hoc arbitral proceedings arising out of their commercial relationship. Widely used and discussed in academic circles. A new Article 1 Paragraph 4 was added in 2013 regarding transparency for treaty-based investor-state arbitration.
Application	Where the parties to a contract have provided for arbitration under the (CPR) Rules for Administered Arbitration of International Disputes, they shall be deemed to have made these Rules a part of their arbitration agreement except to the extent that they have agreed in writing, or on the record during the course of the arbitral proceeding ... (R. 1.1).	Where the parties have agreed to submit to arbitration under the ICC Rules (Art. 6(1)).	The rules apply where the parties have agreed in writing to apply these rules, or have provided for arbitration of an international dispute by the ICDR or AAA but without designating particular rules. Application of rules is subject to modification by written agreement of the parties (Art. 1(1)).	"Where any agreement, submission or reference <i>howsoever made or evidenced</i> in writing (whether signed or not) provides in whatsoever manner for arbitration under the rules of or by the LCIA, the London Court of International Arbitration, the London Court of Arbitration or the London Court, the parties thereto shall be taken to have agreed in writing that any arbitration between them shall be conducted in accordance with the LCIA Rules." (Preamble.) Note that this provision is a definition of an arbitration agreement which would permit an oral agreement to arbitrate so long as there is written evidence of the agreement.	Where the parties have agreed to apply these rules, subject to modification by agreement of the parties (Art. 1).

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TOPIC	CPR	ICC	ICDR/AAA	LCIA	UNCITRAL
Which Version of Rules Governs	Rules in effect at time of the commencement of the arbitration unless agreed otherwise. Default rules are CPR's administered rules if CPR arbitration is called for without specification of the rules in arbitration agreements dated Dec. 1, 2014 or later (R. 1.1).	Rules in effect on the date of commencement of the arbitration unless parties agree to submit to rules in effect on the date of their arbitration agreement (Art. 6 (1)).	Rules in effect on the date of commencement (Art. 1(1)).	Rules in effect at time of commencement (Preamble).	The UNCITRAL Arbitration Rules apply to arbitrations pursuant to arbitration agreements concluded after Aug. 15, 2010, unless otherwise specified, and to other arbitrations if their governing agreements so provide (such as those which select the UNCITRAL Rules with language to the effect "as they may be amended from time to time." In other cases, the original UNCITRAL Arbitration Rules of 1976 apply (Art. 1 (2)).
Expedited procedures available?	Yes, for non-administered cases. See the Fast Track Arbitration Rules, which apply the Non-Administered Arbitration Rules as modified.	Yes. See Art. 30 and Appendix VI. Applies to cases \$2 million or under.	Yes, see the International Expedited Procedures – Articles E-1 through E-10. Applies to cases in which no disclosed claim or counterclaim exceeds \$250,000.	There are no separate expedited rules, but expedited procedures are available in Arts. 9A-C.	None.
Jurisdiction					
Objections to Jurisdiction or Existence/ Validity of Arbitration Clause	Tribunal has power to hear and determine challenges to its jurisdiction, including objections with respect to existence, scope or validity of the arbitration agreement (R. 8.1).	Tribunal decides jurisdictional claims unless the Secretary General refers the matter to the International Court of Arbitration for its decision as provided in Art. 6 (4). (Art. 6(3)).	Tribunal has power to rule on its jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement (Art. 19(1)).	Tribunal has power to rule on its jurisdiction and authority, including any objection to the initial or continued existence, validity, effectiveness or scope of the arbitration agreement (Art. 23.1).	Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement (Art. 23(1)).
Deadline for Jurisdictional Objections	Jurisdictional objections must be made no later than the notice of defense or, if with respect to a counterclaim, the reply to the counterclaim (R. 8.3).	No express deadline.	Jurisdictional objections must be filed no later than the filing of the answer to the claim or counterclaim that gives rise to the objection (Art. 19(3)).	Jurisdictional objections must be filed as soon as possible but no later than the time for filing of its Statement of Defense (Art. 23.3).	Jurisdictional objections must be raised no later than in the statement of defense or in the reply to the counterclaim "or to the claim for the purpose of a set-off" (Art. 23 (2)).
Arbitration Clause Deemed a Separate Agreement	Yes (R. 8.2).	Implied in Art. 6 (9).	Yes. (Art. 19(2)).	Yes (Art. 23.2).	Yes (Art. 23 (1)).
Commencement					
Method	Commenced by notice of arbitration to respondent with a contemporaneous electronic copy to CPR and deemed commenced on the date the notice is received by CPR (R. 3.3 & 3.4).	Commenced by Request for Arbitration filed with the Court Secretariat. The date the request is received is deemed the date of commencement (Art. 4). If the parties have agreed to three arbitrators, the request and the answer must include the party's nomination for arbitrator (Art. 12 (4)).	Commenced by filing a written Notice of Arbitration with the ICDR, with a contemporaneous copy to the party against whom the claim is made. The arbitration is deemed commenced on the date written Notice of Arbitration is received by the Administrator. (Art. 2(1)). Online filing is available.	Commenced by delivery of a written request for arbitration to the Registrar of the LCIA Court with the necessary accompaniments (Art. 1.1). The request may be electronically submitted (Art. 1.2, 1.3). "The date of receipt by the Registrar of the Request shall be treated as the date upon which the arbitration has commenced for all purposes (the "Commencement Date"), subject to the LCIA's actual receipt of the registration fee." (Art. 1.4). Note that the filing fee of the LCIA need not be paid by the Claimant together with the filing of the Request for Arbitration. All that is required is that the Request state that the fee "is being paid." (Art. 1.1(vi)). Commencement of the arbitration, however, is deferred until payment is made.	Commenced by notice of arbitration to respondent and deemed commenced on the date notice is received by the respondent (Art. 3 (1) and (2)). Electronic communication, including email and facsimile, is permitted subject to certain rules (Art. 2).
Statement of Claim / Notice of Arbitration Response to Notice of Arbitration	A statement of the general nature of the claim is required to be included with the notice of claim (R. 3.2). The tribunal may subsequently instruct the parties to file more detailed statements of claim and of defense (R. 9.4).	A description of the nature and circumstances of the dispute giving rise to the claims is required, along with a statement of the relief sought (Art. 4 (3) (c)-(d)).	The Notice of Arbitration must contain a description of the claim and the facts supporting and the relief or remedy sought, and the amount claimed (Art. 2(3)).	A statement briefly summarizing the nature and circumstances of the dispute is required (Art. 1.1(iii)). This is followed within 28 days by a response to the request. Failure to submit a response is not a default but may result in preclusion from participating in the arbitrator appointment process (Art. 2.4). Within 28 days of claimant's receipt of notice from the LCIA that a tribunal has been appointed, claimant must either submit a Statement of the Case or state that it elects to rely on its request as its statement of the case (Art. 15.2). The Statement of Case must be accompanied by all essential documents (Art. 15.2).	If detailed claim has not been submitted with the Art. 3 notice of arbitration, the tribunal determines the time frame for submission (Art. 20). A statement of claim is not required in all instances (Art. 20 (1)). Respondent is required to submit a response to the notice of arbitration within 30 days of receipt of the notice (Art. 4).

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Statement of Defense / Answer and Counterclaim	CPR will notify respondent of its time to deliver a notice of defense, which shall be 30 days after the Commencement Date as defined. (R. 3.5). Notice of defense, including a counterclaim, if any, must be delivered to claimant and electronically filed with CPR (R. 3.6, 3.8).	Answer is required within 30 days of respondent's receipt of Request for Arbitration from Secretariat. (Art. 5 (1)).	An Answer must be filed with Administrator and submitted to Claimant within 30 days after commencement and may contain any counterclaims or setoffs (Art. 3(1)-(2)).	Statement of Defense is required within 28 days of respondent's receipt of Statement of the Case (Art. 15.3). Statement of Defense must be accompanied by all essential documents (Art. 15.4). Statement of Defense may be obviated by respondent decision to rely on its Response (Art. 15.3).	Tribunal sets time frame for submission (Art. 21). A statement of defense is not required in all instances (Art. 21 (1)).
Default Mechanism	Yes, case may proceed. All claims are deemed denied (R. 3.6). An award may be issued on default of a party after evidence supporting claimant's contentions has been presented (R. 16).	Yes, case may proceed (Art. 6 (8), 6 (3), 26 (2)).	Yes, case may proceed (Art. 26).	Yes, case may proceed (Art. 15.8).	Yes. Without sufficient cause, tribunal "shall" order termination of proceedings (if claimant's default) or proceedings to continue (if respondent's default) (Art. 30).
Deposit for Costs and Tribunal Fees Required on Commencement	Yes, with tribunal fees generally as requested by the tribunal. Additional deposits may be required. Case may be suspended or terminated in the event deposit of fees or costs not made as required unless the other party pays the non-paying party's share subject to any award on costs (R. 17, 18). CPR may suspend or terminate the proceeding if the requested advances are not paid in full within 10 days after receipt of the request unless the other party pays the non-paying party's share subject to any award on costs (R. 17.3). Delivery of the award may be withheld by CPR if any fees, expenses or other arbitration charges are outstanding (R. 15.5).	Yes, both preliminary costs through the Terms of Reference and later full estimated costs. Additional deposits may be required. Secretary General may direct the tribunal to suspend, and the case may be considered withdrawn without prejudice in the event deposit of costs is not made as required (Art. 37).	Yes, generally requested by the administrator. Supplemental deposits may be required. Case may be suspended or terminated in the event deposit of costs not made as required, and failure of a party to pay the required deposits is deemed a withdrawal of that party's claim(s) (Art. 36).	Yes, generally requested by the Administrator. Additional deposits may be required (Schedule of LCIA Arbitration Costs Sec. 3(i)). The tribunal is barred from proceeding in the absence of requisite funds. Case may be suspended or terminated in the event deposit of costs not made as required (Schedule of LCIA Arbitration Costs Sec. 3 (iii)). LCIA may direct the non-defaulting party to pay the defaulting party's obligation to allow the arbitration to proceed (subject to any order or award on arbitration costs) (Schedule of LCIA Arbitration Costs Sec. 3(iv)).	Yes, generally requested by the tribunal. Additional deposits may be required. Case may be suspended or terminated if the required deposits are not paid in full within 30 days after the receipt of the request (Art. 43).
Arbitrators/Tribunal Matters					
Number of Arbitrators	Three arbitrators unless parties have agreed in writing to a single arbitrator (R. 5.1 (a)).	Absent agreement of the parties, sole arbitrator unless it appears to the Court that the dispute warrants the appointment of three arbitrators (Art. 12 (2)).	Absent the parties' agreement, one arbitrator unless the administrator determines three to be appropriate because of the size, complexity or other circumstances of the case (Art. 11).	"A sole arbitrator shall be appointed unless the parties have agreed in writing otherwise or if the LCIA Court determines that in the circumstances a three-member tribunal is appropriate (or, exceptionally, more than three)" (Art. 5.8).	Three arbitrators unless parties agree to a single arbitrator no later than 30 days following commencement (Art. 7 (1)). Provision for single arbitrator if unopposed. (Art. 7 (2)).
Selection	Deference given to party appointment. Whether three-neutral panel or single arbitrator, selection is by agreement of the parties or, if none, by CPR (R. 5.3, 6.1). If there are to be two party-appointed arbitrators, CPR appoints the chair unless the parties have agreed that the two party arbitrators shall appoint the chair (R. 5.2(a)). Except where a party fails to participate in the list procedure, or if a party did not appoint 'party-appointed' arbitrator, CPR shall submit a candidate list to the parties for ranking by the parties prior to making the appointment (R.6.2). Special provision for multiple party designations (R. 5.5).	Court may appoint or confirm arbitrators. Process works through the Secretariat and the Court. Art. 12 (3) applies to sole arbitrator cases. Art. 12 (2) and (4) applies to three arbitrator disputes. The president is appointed by the Court absent alternative party agreement. For appointment or confirmation, a nominee's availability and ability to conduct the arbitration in accordance with the Rules is considered. Sole arbitrators and presidents must be of a nationality other than those of the parties, Arts. 12-13, except as provided in Art.13 (5).	The default method of appointment is the ICDR strike and rank process (Art. 12(6)) unless a different process is designated by the parties. As a failsafe, if the parties have not agreed on the procedure for arbitrator appointment, or have not agreed on the selection of the arbitrator(s), within 45 days of commencement, upon written request of any party, the administrator shall appoint the arbitrator(s) (Art. 12(3)).	All appointments are made by the LCIA with "due regard for any particular method or criteria of selection agreed in writing by the parties." (Arts. 5.7 & 5.9). Sole arbitrator or presiding arbitrator shall not have the same nationality as any party unless the parties not of the same nationality agree otherwise in writing (Art. 6.1).	Deference given to self-selection. If single arbitrator, selection is by agreement of the parties or, if none, by the appointing authority selected by the parties. (Art.6). If the parties have not designated or agreed to an appointing authority, the Secretary-General of the Permanent Court of Arbitration at The Hague becomes the default (Art. 6). Parties receive lists of proposed arbitrators and candidates, which may be objected to (Art 8). If three arbitrators, each party appoints an arbitrator and the two party arbitrators select the third, who becomes the presiding arbitrator. The appointing authority resolves an impasse on selection of the presiding arbitrator as in the case of a single arbitrator (Art. 9).

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Arbitrator Standards: Disclosure by Arbitrators	Each arbitrator shall disclose in writing any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality (bias, interest in the result of the arbitration, and past or present relations with a party or its counsel) (R 7.3).	Prospective arbitrators must sign a statement of acceptance, availability, independence and impartiality (Art. 11 (2)) and "disclose in writing... any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality." (Art. 11 (2)).	Any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence (Art. 13). Parties have a duty to disclose any circumstances that may give rise to justifiable doubts as to an arbitrator's impartiality or independence. Failure to make such a disclosure within a reasonable time constitutes waiver of the right to challenge (Art. 13(5)).	All arbitrators shall be and remain at all times impartial and independent of the parties and shall not act as advocate for or representative of any party (Art. 5.3). Prospective arbitrators must sign a written statement indicating "whether there are any circumstances currently known to the candidate which are likely to give rise in the mind of any party to any justifiable doubts as to his or her impartiality or independence and, if so, specifying in full such circumstances in the declaration," and that the candidate is "ready, willing and able to devote sufficient time, diligence and industry to ensure the expeditious and efficient conduct of the arbitration." (Art. 5.4).	"[A]ny circumstances likely to give rise to justifiable doubts as to his impartiality or independence." Continuing duty to disclose (Art. 11).
Challenge of Appointment	Standard is "circumstances exist or arise that give rise to justifiable doubt regarding (the) arbitrator's independence or impartiality." Different standard to challenge a party's own appointed arbitrator (R 7.5). Challenges not resolved by consent or withdrawal shall be decided by CPR (R. 7.8).	No specific standard articulated. Challenges to an arbitral appointment must be filed with the Secretariat within 30 days of receipt of Notice of Appointment or Confirmation, or within 30 days of receipt of information which forms the basis for the challenge (Art. 14 (2)). The Court rules on the challenge (Art. 14 (3)), and its decision is final (Art. 11 (4)).	Standard is circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence (Art. 14(1)). If the other party does not agree to the challenge or the challenged arbitrator does not withdraw, the Administrator in its sole discretion shall make the decision on the challenge (Art. 14(3)). Withdrawal mandatory if parties agree on the challenge (Art. 14(2)).	General standard is "circumstances exist that give rise to justifiable doubts as to (the) arbitrator's impartiality or independence" (Art. 10.1(iii)). Challenge must be made within 14 days of the formation of the tribunal or after becoming aware of the circumstances forming the basis of the challenge (Art. 10.3). "If all other parties agree in writing to the challenge within 14 days of receipt of the written statement, the LCIA Court shall revoke that arbitrator's appointment (without reasons)." (Art. 10.5).	Standard for challenge is existence of circumstances that "give rise to justifiable doubts as to the arbitrator's impartiality or independence." (Art. 12). Notice of challenge must be sent within 15 days after notification of appointment of the challenged arbitrator or within 15 days after circumstances giving rise to the challenge become known to the challenging party (Art. 13 (1).) "If, within 15 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged arbitrator does not withdraw, the party making the challenge may elect to pursue it." (Art. 13 (4)).
Removal for Cause	Not directly addressed. Standard provided is arbitrator's failure to act, or de jure or de facto prevented from performing the functions of an arbitrator. Not a clear standard (Art. 7.10).	Standard is arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions or failure to fulfill those functions in accordance with the Rules or within prescribed time limits (Art. 15 (2)). The Court rules on removal, Art. 15 (3)-(5), and its decision is final (Art. 11 (4)).	The administrator, on its own initiative, may remove an arbitrator for failing to perform his or her duties (Art. 14(4)).	LCIA may revoke an appointment upon its own initiative, at the written request of another tribunal member or upon written challenge by a party if an arbitrator acts in deliberate violation of arbitration agreement, fails to act fairly and impartially, or fails to conduct or participate in the arbitration with reasonable efficiency, diligence and industry (Art 10.2).	Only stated standard for removal is failure to act, or de jure or de facto impossibility of performing the arbitrator functions. Not a clear or thorough standard (Art. 12(3)).
Replacement Arbitrators Repeat of Hearings	If the sole arbitrator or the chair of the tribunal is replaced, the successor shall decide the extent to which any hearings held previously shall be repeated. If any other arbitrator is replaced, the tribunal in its discretion may require that some or all prior hearings be repeated (R. 7.11).	The Court has discretion to determine whether to follow the original nominating process. Re-hearing is in the discretion of the tribunal (Art. 15 (4)).	Upon any arbitrator vacancy, including resignation, removal or incapacity of an arbitrator, a substitute arbitrator shall be appointed unless the parties agree otherwise. A substitute arbitrator is appointed pursuant to the provisions of Art. 12 (Art. 15(1)). If a substitute arbitrator is appointed, absent party agreement, the tribunal determines whether all or any part of the case shall be repeated (Art. 15(2)).	See express provisions (Art. 11). Under certain circumstances, rules permit continuation of proceedings with two arbitrators at the discretion of the tribunal (Art. 12).	If arbitrator resigns, new one must be appointed. No provision for completion of hearings with two arbitrators. Can be used to delay if party arbitrators serially resign (Art. 14).

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Seat of the Arbitration— The Procedural Law	If not established by party agreement, CPR may initially determine the seat, subject to the power of the tribunal, once constituted, to make the final determination. The award is deemed made at such place (R. 9.5).	Referred to as the place of the arbitration. Fixed by the Court unless agreed by the parties (Art. 18 (1)).	The parties may establish the seat by agreement, otherwise the administrator makes an initial determination subject to final determination by the tribunal made within 45 days of its constitution (Art. 17).	The parties may establish the seat by agreement made before formation of the tribunal, or with the consent of the tribunal after its formation. Otherwise, the seat is London unless and until the tribunal orders that another seat is more appropriate (Art. 16). "The law applicable to the Arbitration Agreement and the arbitration shall be the law applicable at the seat of the arbitration, unless and to the extent that the parties have agreed in writing on the application of other laws or rules of law and such agreement is not prohibited by the law applicable at the arbitral seat." (Art. 16.4).	If not designated by the parties, it is determined by tribunal having regard to the circumstances of the case (Art. 18(1)).
Substantive Law, Rules of Law and Usages of Trade	Determined by tribunal if not designated by the parties (R. 10.1). In contract claims, the tribunal is obligated to decide the case in accordance with the terms of the contract and to take into account usages of trade (R. 10.2).	Determined by the tribunal if not designated by the parties (Art. 21 (1)). The tribunal is required to take account of the provisions of the contract and relevant trade usages (Art. 21 (2)).	Determined by tribunal if not designated by the parties (Art. 31(1)). Usages of trade applicable to the subject contract shall be considered by the tribunal (Art. 31(2)).	As designated by the parties or, if the tribunal determines that the parties have made no agreement, the tribunal shall apply the law(s) or rules of law which it considers appropriate (Art. 22.3). Silent but implied as to usages of trade.	As designated by the parties or, if no agreement, the law which the tribunal determines to be appropriate (Art. 35 (1)). The tribunal is required to take account of relevant usages of trade (Art. 35 (3)).
Language	Generally, the language of the document containing the arbitration agreement, subject to the power of the tribunal to determine otherwise. Tribunal may order translation of submitted documents (R 9.6).	Absent parties' agreement, tribunal determines language(s) having due regard for all relevant circumstances, including the language of the contract (Art. 20).	If the parties have not agreed, the language of the document containing the arbitration agreement shall be used, subject to tribunal's power to determine otherwise. Tribunal may also order translation of submitted documents (Art. 18).	Initially it is deemed to be the language of the arbitration agreement. If the arbitration agreement is in more than one language, the LCIA makes the preliminary determination. After the tribunal is appointed, the tribunal makes the final determination. Tribunal may order translation of submitted documents (Art. 17).	Agreement of the parties or, if none, one or more languages at the arbitrators' discretion. Tribunal may order translation of submitted documents (Art. 19).
Interim Measures of Protection					
Type	Tribunal permitted to take such measures as it deems necessary at a party's request. The Tribunal may require appropriate security as a condition of ordering such measures (R 13.1).	Generally, at the request of a party, the tribunal may order "any interim or conservatory measure it deems appropriate." Relief may be conditioned on giving of security and may take the form of an order or award. Parties may agree to limit interim measures (Art. 28). Some suggest that this broad power is sufficient to permit an order of security for costs.	Tribunal permitted to order or award any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection and conservation of property. The tribunal may require security for the costs of such measures (Art. 24).	At the request of a party, the tribunal may grant interim relief such as order security for all or part of the amount in dispute; preservation, storage, sale or other disposal of any property or thing under the control of any party and relating to the subject matter of the arbitration; and on a provisional basis, subject to final determination in an award, any relief which the tribunal would have the power to grant in an award. Relief may be conditioned on giving of security and may take the form of an order or award. The parties may agree to limit interim measures (Art. 25).	Tribunal granted expansive authority to order such measures as are deemed necessary in respect of the subject matter of the dispute, including measures to maintain the status quo, to preserve evidence, to preserve assets out of which a subsequent award may be satisfied and for the conservation of the goods forming the subject matter of the dispute such as ordering their deposit with a third person or ordering the sale of perishable goods. Such interim measures may be established in the form of an interim award and the tribunal may require security for the costs of such measures (Art. 26). This is a more restrictive authority than, e.g., under the ICC Rules.

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Express Recognition of Court Proceedings as Alternative Route to Interim Measures of Protection	Yes (R 13.2).	Yes but may be limited once the file is transmitted to the tribunal (Art. 28 (2)). The phrase "and in appropriate circumstances" is not sufficiently detailed to provide a clear jurisdictional boundary.	Yes (Art. 24 (3)).	Yes but may be limited after the formation of the tribunal (Art. 25.3). Right to apply to a state court or judicial authority is limited with respect to the relief available from the tribunal under Article 25. By agreeing to arbitration under the Arbitration Agreement, however, the parties shall be treated as having agreed not to apply to any state court or other legal authority for any order available from the Arbitral Tribunal (if formed) under Article 22.1, except with the agreement in writing of all parties (Art. 22.2). "By agreeing to arbitration under the Arbitration Agreement, after the formation of the Arbitral Tribunal the parties shall be treated as having agreed not to apply to any state court or other legal authority for any relief regarding the Arbitral Tribunal's jurisdiction or authority, except (i) with the prior agreement in writing of all parties to the arbitration, or (ii) the prior authorisation of the Arbitral Tribunal, or (iii) following the latter's award on the objection to its jurisdiction or authority." (Art. 23.5). "By agreeing to arbitration under the Arbitration Agreement, the parties shall be taken to have agreed not to apply to any state court or other legal authority for any order for security for Legal Costs or Arbitration Costs." (Art. 25.4).	Yes (Art. 26 (9)).
Emergency Measures of Protection					
Available Procedure Prior to Constitution of the Tribunal	Special procedures for interim measures via application to a special arbitrator before constitution of the tribunal (R. 14.2). These procedures are available unless excluded by the arbitration agreement (R. 14.1).	Special procedures for interim or conservatory measures set forth in Appendix V (Art. 29).	Yes. An emergency arbitrator shall be appointed by the administrator within one day of its receipt of a request (Art. 6(2)). Such arbitrator shall have the power to order or award any interim or conservancy measures deemed necessary, including injunctive relief and measures for protection or conservation of property (Art. 6 (4)).	Addressed via the expedited formation rule (Art. 9A).	None.
Terms of Reference					
Required?	None.	Required to be drawn up by the tribunal "[a]s soon as it has received the file from the Secretariat." Must be signed by the tribunal and all parties and transmitted to the Secretariat within 30 days of the tribunal's receipt of the file unless extended by the Court. (Art. 23.) The arbitration does not proceed until the terms of reference are signed by the parties and tribunal or are approved by the Court. The terms of reference define the boundaries of the claims which may be raised in the proceeding, absent tribunal approval.	None.	None.	None.
Procedural Timetable/Pre-Hearing Conference					
Requirement and Timing	Pre-hearing conference required for planning and scheduling of the proceeding. Generally required to be held promptly after the constitution of the tribunal (R. 9.3).	During or after an initial case management conference, a procedural timetable shall be established by the tribunal (Art. 24).	A preparatory conference may be held at the discretion of the tribunal promptly after it has been constituted (Art. 20 (2)).	"The parties and the Arbitral Tribunal are encouraged to make contact (whether by a hearing in person, telephone conference-call, video conference or exchange of correspondence) as soon as practicable but no later than 21 days from receipt of the Registrar's written notification of the formation of the Arbitral Tribunal." (Art. 14.1).	Provisional timetable required as soon as practicable after constitution of the tribunal and after inviting the parties to express their views (Art. 17 (2)).

TOPIC	CPR	ICC	ICDR/AAA	LCIA	UNCITRAL
Procedures and Disclosure					
General Standard for Production of Documents	<p>"The Tribunal may require and facilitate such disclosure as it may determine is appropriate in the circumstances, taking into account the needs of the parties and the desirability of making disclosure expeditious and cost effective." (R. 11).</p>	<p>"The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate." (Art. 21 (1)).</p> <p>"In order to ensure effective case management, the arbitral tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate, provided they are not contrary to any agreement of the parties." (Art. 22 (2)).</p> <p>If the rules are silent, the parties may agree upon rules or, failing that, the tribunal may establish such rules (Art. 19).</p>	<p>The tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute (Art. 20(2)), and shall manage the exchange of information between the parties with a view to maintaining efficiency and economy.</p> <p>"The tribunal and the parties should endeavor to avoid unnecessary delay and expense while at the same time avoiding surprise, assuring equality of treatment and safeguarding each party's opportunity to present its claims and defenses fairly." (Art. 21(1)).</p> <p>The parties "exchange all documents upon which each intends to rely on a schedule set by the tribunal." (Art. 21(2)). Requests for additional documents sought must be unavailable to the seeking party and must be believed to exist and to be relevant and material to the outcome of the case. Such documents, or specific classes of documents, must be requested with specificity together with an explanation of their relevance and materiality to the outcome of the case (Art. 21(4)).</p> <p>Contains a specific rule for electronic disclosure: Requests must be narrowly focused and the convenience and economic effect on the possessing party is a significant consideration (Art. 21(6)).</p> <p>The tribunal may require a requesting party to justify the time and expense that its request may involve, and may condition granting such a request on the payment of part or all of the cost by the party seeking the information (Art. 21(8)).</p> <p>Depositions, interrogatories and requests to admit as developed in U.S. court procedures generally are not appropriate procedures for obtaining information in an arbitration under the rules (Art. 21(10)).</p>	<p>General powers are contained in Art. 22. The tribunal has the power to order any party to produce to it and to the other parties for inspection, and to supply copies of, any documents or classes of documents in their possession which the tribunal determines to be relevant. (Arts. 22.1(iv)-(v)).</p>	<p>The tribunal may require parties to produce documents, exhibits or other evidence (Art. 27 (3)).</p>
Orders of Protection or Confidentiality	<p>"The Tribunal may issue orders to protect the confidentiality of proprietary information, trade secrets and other sensitive information disclosed."(R. 11).</p>	<p>The arbitral tribunal may make orders concerning confidentiality of the proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information (Art. 22 (3)).</p>	<p>The tribunal may condition any exchange of information subject to claims of commercial or technical confidentiality on appropriate measures to protect such confidentiality (Art. 21(5)).</p>	<p>There is a general requirement of confidentiality with respect to "all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain." (Art. 30.1).</p>	<p>No specific provision.</p>
Witness Disclosure	<p>Unless otherwise ordered or agreed by the parties, a prehearing memorandum is required which must include specified details regarding each witness (R. 12.1).</p>	<p>No express provision.</p>	<p>No less than 15 days before hearings. (Art. 23(2)).</p>	<p>May be required (Art. 20.1).</p>	<p>Witnesses who are presented by the parties may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them. (Art. 27).</p>
Remedies for Non-Compliance with Rules or Orders of Tribunal	<p>If non-compliance deemed material by tribunal, after the fixing of a reasonable period for compliance and further non-compliance, a just remedy may be imposed, including an award on default (R. 16).</p> <p>The tribunal may also take into account a party's dilatory or bad faith conduct in apportioning arbitration costs between or among the parties (R. 10.5, 19.2).</p>	<p>The parties undertake to comply with any order made by the arbitral tribunal (Art. 22). Commentators suggest that adverse inferences may be drawn.</p>	<p>The tribunal may draw adverse inferences and may take such failure into account in allocating costs (Art. 20(7) & (21(9)).</p> <p>The tribunal may make the award on the evidence before it (Art. 26(3)).</p>	<p>See Art. 18 for special provision for party representative non-compliance with guidelines for representatives contained in the Annex to the Rules.</p>	<p>Case may proceed on the evidence before the tribunal (Art. 30 (2)).</p> <p>"If a party, duly invited by the arbitral tribunal to produce documents, exhibits, or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it." (Art.30 (3)).</p> <p>Note: Lacks teeth, not favorable to non-defaulting party. Commentators suggest that adverse inference may be drawn.</p>

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TOPIC	CPR	ICC	ICDR/AAA	LCIA	UNCITRAL
Conduct of Hearings					
Overarching Standards for the Conduct of the Proceedings	"Subject to these Rules, the Tribunal may conduct the arbitration in such manner as it shall deem appropriate." (R 9.1).	The tribunal "shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case" (Art. 22 (4)).	"Subject to these Rules, the arbitral tribunal may conduct the arbitration in whatever manner it considers appropriate, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case" (Art. 20 (1)).	Tribunal required to "act fairly and impartially as between all parties, giving each a reasonable opportunity of putting its case and dealing with that of its opponent(s)," and "adopt procedures ... avoiding unnecessary delay and expense, so as to provide a fair, efficient and expeditious means for the final resolution of the parties' dispute." (Art. 14.4). The tribunal shall have "the widest discretion to discharge these general duties," subject to such mandatory law(s) or rules of law as the tribunal may decide to be applicable (Art. 14.5).	"Subject to these Rules, the arbitral tribunal may conduct the arbitration in such a manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case." The arbitral tribunal shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute (Art. 17 (1)).
General Discretion and Obligation of Tribunal	"The proceedings shall be conducted in an expeditious manner." (R 9.2). The tribunal is obligated to manage the proceeding efficiently in order to complete proceedings as economically and expeditiously as possible. "The tribunal shall determine the manner in which the parties present their cases." (R 12.1). The final award should, in most circumstances, be rendered within 12 months of the constitution of the tribunal. (R. 15.8 (a)).	The tribunal shall be in "full charge of the hearings" (Art. 26 (3)). Tribunal to proceed "within as short a time as possible to establish the facts of the case by all appropriate means" (Art. 25(1)). "In all matters not expressly provided for in these Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law." (Art. 42).		"The Arbitral Tribunal shall have the fullest authority under the Arbitration Agreement to establish the conduct of a hearing, including its date, form, content, procedure, time-limits and geographical place. As to form, a hearing may take place by video or telephone conference or in person (or a combination of all three). As to content, the Arbitral Tribunal may require the parties to address a list of specific questions or issues arising from the parties' dispute." (Art. 19.2). "In the case of an Arbitral Tribunal other than a sole arbitrator, the presiding arbitrator, with the prior agreement of its other members and all parties, may make procedural orders alone." (Art. 14.6).	
Pre-Hearing Memoranda	Yes, unless the parties agree or the tribunal determines otherwise. (R. 12.1).	No express provision and not typically employed.	No express provision.	"The parties and the Arbitral Tribunal are encouraged to make contact (whether by a hearing in person, telephone conference-call, video conference or exchange of correspondence) as soon as practicable but no later than 21 days from receipt of the Registrar's written notification of the formation of the Arbitral Tribunal." (Art. 14.1).	No specific provision. Left to the discretion of the tribunal (Art. 24).
Hearings in Person or by Documentary Submission	In person if either party so requests, otherwise at the discretion of the tribunal (R 12.2).	The tribunal may in its discretion decide the case on documentary submissions unless either party requests a hearing in person (Art. 25 (6)).	No express provision for documentary hearings (Art. 23), but under tribunal's general power to conduct the arbitration in whatever manner it considers appropriate (Art. 20(1)), oral hearings may not be required.	Absent party agreement, a hearing in person is required if either party requests it (Art. 19.1). No express provision for the tribunal to require in-person hearings.	If either party requests it, otherwise discretion of tribunal (Art 17 (3)).
Location of Hearings	Meetings and hearings may be held wherever the tribunal deems appropriate (R 9.5).	The tribunal may conduct hearings and meetings at any location it considers appropriate subject to the parties' agreement (Art. 18 (2)).	The tribunal may meet at any place it deems appropriate for any purpose, including to conduct hearings, hold conferences, hear witnesses and inspect property (Art. 17(2)).	The place of hearings is fixed by the tribunal (Art. 16.3). "The Arbitral Tribunal shall have the fullest authority under the Arbitration Agreement to establish the conduct of a hearing, including its date, form, content, procedure, time-limits and geographical place." (Art. 19.2).	Location of hearings is within the tribunal's discretion having regard to the circumstances of the case. Unless otherwise agreed by the parties, the tribunal may also meet at any location it considers appropriate for any other purpose, including hearings (Art. 18(2)).
Formal Judicial Rules of Evidence	Not required to be applied (R 12.2).	Excluded by implication and interpretation (Art. 25 (1)).	Excluded by implication and interpretation (Arts. 20, 21, & 23).	Excluded by implication and interpretation. May be applied by order of the tribunal (Art. 22.1(vi)).	Excluded by implication and interpretation (Art. 27 (4)).
Tribunal Requests for Evidence	Permitted (R 12.3).	The tribunal may summon any party to provide additional evidence (Art. 25 (5)).	Permitted (Art. 20(4)).	Apparently permitted under Arts. 22.1 (iii)-(v).	Permitted (Art. 27 (3)).
Tribunal Appointment of Neutral Experts	Permitted (R 12.3).	Permitted (Art. 25 (4)).	Permitted (Art. 25).	Permitted (Art. 21).	Permitted (Art. 29 (1)).
Specific Procedures for Tribunal Experts	No, except that such experts are subject to examination by the parties and the tribunal and to rebuttal (R. 12.3).	No.	Yes (Art. 25).	Yes (Art. 21).	Yes (Art. 29).
Tribunal Inspection of Goods or Property	Established as a topic for discussion at the pre-hearing conference (R. 9.3 (a)).	No express provision but within the discretion of the tribunal. See Art. 18 (2) and 22 (2).	The tribunal may inspect property at any place it deems appropriate (Arts. 17(2) & 20(4)).	Yes (Art. 22.1(iii)-(iv)).	Permitted at any location unless otherwise agreed by the parties (Art. 18 (2)).

TOPIC	CPR	ICC	ICDR/AAA	LCIA	UNCITRAL
Written statements of witnesses	At the tribunal's discretion. (R. 12.2).	No express provision but within the discretion of the tribunal.	Permitted (Art. 23(4)).	Permitted (Art. 20.3).	Permitted (Art. 27 (2)).
Telecommunication/ Videoconferencing	No express provision.	Use is encouraged. Art. 24 (4).	Use is encouraged (Art. 20(2)).	A hearing may take place by video or telephone conference or in person (or a combination of all three) (Art. 19.2).	Permitted of all witnesses at the discretion of the tribunal (Art. 28 (4)).
Respect of Legal Privilege	Tribunal determines the applicability of any privilege or immunity (R. 12.2).	No express provision.	Shall be taken into account by the tribunal (Art. 22).	Silent.	Silent.
Translations	The tribunal may order that any documents submitted in other languages shall be accompanied by a translation (R. 9.6). It shall also determine the need for and arrangements pertaining to translation of any witness testimony (R. 12.4).	By implication and interpretation, determined by tribunal.	The tribunal may order that any documents delivered in another language shall be accompanied by a translation into the language(s) of the arbitration. (Art. 18).	The parties may agree to the language. In the absence of an agreement, the language will initially be the language of the arbitration agreement. After the tribunal is appointed, it will decide the language. Document translations may be ordered (Art. 17).	Tribunal may order translation into language agreed by parties or determined by tribunal (Art. 19.2).
Are Hearings Open or Private?	"The Tribunal shall have the right to exclude witnesses from hearings during the testimony of other witnesses." (R. 12.4).	Private except with consent of tribunal and the parties (Art. 26 (3)).	Hearings are private unless agreed otherwise by parties or the law provides to the contrary (Art. 23(6)). The tribunal may exclude witnesses during testimony of other witnesses (Art. 23(3)).	Private unless otherwise agreed by the parties (Art.19.4).	Private unless agreed by the parties (Art. 28 (3)).
Closure of Hearings	Not specifically addressed.	"As soon as possible after the last hearing ... or the filing of the last authorized submissions ..., whichever is later, the arbitral tribunal shall ... declare the proceedings closed. ..." (Art. 27).	The arbitral tribunal may ask the parties if they have any further submissions and upon receiving negative replies or if satisfied that the record is complete, the tribunal may declare the arbitral hearing closed (Art. 27(1)).	Not addressed directly. Implied as the tribunal has "the fullest authority" to establish time limits for meeting and hearings or any part thereof (Art. 19.2).	Hearings may be declared closed if the parties have indicated no further proofs to offer, witnesses to be heard or submissions to be made (Art. 31(1)). The tribunal may, upon application of a party or on its own motion, reopen the hearings at any time before the award is made if it considers it to be necessary owing to exceptional circumstances. (Art. 31(2)).
Award					
Types of Award	Final, interim, interlocutory and partial. To facilitate enforcement of non-final awards, tribunal may state that it views the award as final for purposes of any related judicial proceedings (R. 15.1).	Final, interim and partial award are specified, Art. 2 (v), as is Award by Consent (Art. 33).	Final, interim, interlocutory and partial (Art. 29 (1)). In the case of a settlement during the pendency of the proceedings, at the request of the parties, a consent award on agreed terms may also be made (Art. 32 (1)).	By express provisions, final and consent awards (Art. 26). Use of interim awards is implied by Art. 26.1.	Separate awards on different issues authorized. Implies authority to issue final, interim, interlocutory and partial awards (Art. 34 (1)). In the case of a settlement during the pendency of the proceedings, at the request of the parties, an award on agreed terms also may be made (Art. 36 (1)).
Form of Award	Reasoned (R. 15.2).	Reasoned. No exception (Art. 32 (2)).	Reasoned unless the parties agree otherwise (Art. 30(1)), or for award issued upon parties' settlement (Art. 32(1)).	Reasoned unless the parties agree otherwise (Art. 26.2).	Reasoned unless the parties agree otherwise (Art. 34 (3)), or for award issued upon parties' settlement (Art. 36 (1)).
Award Required to be Made at the Place of Arbitration	Award deemed made at the seat (R. 15.2).	Award deemed to be made at the place of the arbitration. (Art. 32 (3)).	Yes. Art. 30(2).	Yes (Art. 26.2).	Award deemed to have been made at place of arbitration (Art. 18 (1)).
Scrutiny of Award	Prior to execution of any award, the tribunal shall send a copy of the award in draft form to CPR for a limited review. ... CPR shall promptly review such award, and suggest any corrections to the tribunal." (R. 15.4).	Yes. Mandatory scrutiny by the Court of the draft award before signature is required. "The Court may lay down modifications as to the form of the award and, without affecting the tribunal's liberty of decision, may draw the tribunal's attention to points of substance." (Art. 34).	No formal scrutiny but award must be sent to administrator in draft form prior to issuance (Art. 30(4)).	None.	None.
Time Limit for Issuance	Unless otherwise specified by CPR, the award must be issued within 10 days of the tribunal's receipt of the reviewed draft award (R. 15.5).	Generally, six months from the last signature of a party or arbitrator on the Terms of Reference. Subject to extension by the ICC Court (Art. 31 (1)).	No later than 60 days after the closure of the hearing unless agreed by the parties, specified by law or determined by the administrator (Art. 30(1)).	The arbitral tribunal shall seek to make its final award as soon as reasonably possible following the last submission from the parties (whether made orally or in writing) (Art. 15.10). The LCIA may revoke any arbitrator's appointment for failure to timely issue an award. See Arts. 10.1-10.2.	Silent.

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TOPIC	CPR	ICC	ICDR/AAA	LCIA	UNCITRAL
Time Limit for Issuance	Unless otherwise specified by CPR, the award must be issued within 10 days of the tribunal's receipt of the reviewed draft award (R. 15.5).	Generally, six months from the last signature of a party or arbitrator on the Terms of Reference. Subject to extension by the ICC Court (Art. 31 (1)).	No later than 60 days after the closure of the hearing unless agreed by the parties, specified by law or determined by the administrator (Art. 30(1)).	The arbitral tribunal shall seek to make its final award as soon as reasonably possible following the last submission from the parties (whether made orally or in writing). (Art. 15.10). The LCIA may revoke any arbitrator's appointment for failure to timely issue an award. See Arts. 10.1-10.2.	Silent.
Other Formalities	Award must be dated and signed by at least a majority of the tribunal (R. 15.2). Dissenting opinions do not constitute part of the award (R. 15.3).	Decision is by the majority and if a majority cannot be reached, the award is made by the president alone (Art. 32 (1)).	The tribunal is required to comply with filing or other requirements under the governing procedural law (Art. 30(5)).	The award must be signed by the tribunal or those members assenting to it. The reason for an omitted signature must be given (Art. 26).	"An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature." (Art 34 (4)).
Currency of Award	The award shall be in the currency of the contract unless the tribunal considers another currency more appropriate (R. 10.6).	Silent.	Currency of the contract subject to tribunal discretion (Art. 31(4)).	The award may be "expressed in any currency unless the parties have agreed otherwise." (Art. 26.3).	Silent.
Pre-Award and Post-Award Interest	Not directly addressed. Power to tribunal to award interest may be inferred from Rule 10.4.	Silent.	May be awarded as considered appropriate by the tribunal (Art. 31(4)).	May be awarded at a rate determined by the tribunal, regardless of the rate imposed under state law. Interest award may be simple or compound and cover any period up to the date on which the award is complied with (Art. 26.4).	Silent.
Types of Remedies Expressly Permitted	Any remedy or relief, including specific performance, within the scope of the parties' agreement and permissible under the applicable substantive law (R. 10.4).	Silent.	Silent.	Silent.	Silent.
Limitations on Relief	Punitive, exemplary and similar damages are excluded unless a statute requires that compensatory damages be increased in a specified manner or the parties agree otherwise (R. 10.5).	Silent.	Unless the parties agree otherwise, the parties are deemed "to expressly waive and forego any right to punitive, exemplary, or similar damages unless any applicable law(s) requires that compensatory damages be increased in a specified manner. This provision shall not apply to an award of arbitration costs to a party to compensate for misconduct in the arbitration." (Art. 31(5)).	Silent.	Silent.
Post-Award Requests	Within 20 days after receipt of award, a party may request clarification, correction, or award as to claims or counterclaims not determined (R 15.6).	Within 30 days of receipt of award, a party may request interpretation or correction of the award (Art. 35). No provision for an award as to claims not determined.	Within 30 days of receipt of award, a party may request interpretation or correction of the award, or an award as to claims not determined (Art. 33(1)).	Within 28 days of receipt of award, a party may request correction of an error in computation, any clerical or typographical error, any ambiguity or any mistake of a similar nature. This may also be done by the tribunal at its own initiative. During the same period, the tribunal may also be asked (or at its own initiative may determine) to make an additional award with respect to claims made and not decided (Art. 27).	Within 30 days of receipt of award, a party may request correction of the award or the tribunal may make such correction of its own initiative (Art. 38(1)). Within 30 days of receipt of award, a party may request an additional award from claims presented but omitted from the award (Art. 39(1)). Within 30 days of receipt of award, a party may request interpretation of award (Art. 37).
Costs	Fixed by the tribunal in its award (R 19.1). Allocation by tribunal subject to party agreement (R 19.2, 17.2).	Fixed and allocated by tribunal at time of award (Art. 38).	Fixed by tribunal. Tribunal may allocate such costs among the parties if it determines that allocation is reasonable, taking into account the circumstances of the case (Art. 34).	Arbitration costs (other than legal costs) are determined by the LCIA and allocated by the tribunal. Generally, all costs should be allocated "on the general principal that costs should reflect the parties' relative success and failure in the award or arbitration." The reasons for the costs must be stated in the award (Art. 28.4).	Fixed by the tribunal (Art. 40). Generally, costs shall "in principle" be borne by the unsuccessful party, subject to the tribunal's discretion (Art. 42 (1)).
Items which May Be Included in Costs	Tribunal fees; expenses; costs of tribunal and party experts; legal and other costs incurred by parties; and certain other costs the tribunal deems appropriate, and, CPR administrative costs (R. 19.1).	Arbitrators' fees and expenses; ICC administrative expenses fixed by the Court; fees and expenses of tribunal experts, and reasonable legal and other costs incurred by the parties (Art. 38 (1)).	Tribunal fees and expenses, costs of tribunal experts, party expert fees, administrator fees, among others (Art. 34).	The "Schedule of LCIA Arbitration Costs" discusses administrative charges in Section 1 and the tribunal's fees and expenses in Section 2. Available at https://bit.ly/1KqRGhQ .	Tribunal fees and expenses; costs of tribunal experts; travel and other expenses of tribunal and witnesses in discretion of tribunal; reasonable legal fees and expenses of the parties; appointing authority fees (Art. 40).

TOPIC	CPR	ICC	ICDR/AAA	LCIA	UNCITRAL
Award of Attorney's Fees	At the tribunal's discretion, they may be included in costs (R. 19.1 (d)).	At tribunal's discretion, they may be included in costs (Art. 38 (1)).	At the tribunal's discretion, reasonable legal and other costs incurred by the parties may be included in costs (Art. 34(d)).	The award may order all or part of the legal or other expenses incurred by a party to be paid by another party. The tribunal determines the amount of such costs (Art. 28.3).	The tribunal may award the successful party reasonable costs for legal representation and assistance if they were claimed during the arbitral proceedings. (Art. 40(2)(e), 42 (2)).
Confidentiality of Award	Yes, unless the parties agree otherwise or in connection with judicial proceedings ancillary to the arbitration (R. 20).	Implied under Art. 22 (3).	Yes, except by parties' agreement or required by law. Nevertheless, unless the parties agree otherwise, the administrator reserves the right to publish awards, rulings and decisions redacted to conceal the names of the parties and other identifying details or that have been made publicly available in the course of enforcement or otherwise (Art. 30(3)).	Not published by LCIA without prior written consent of all parties and the arbitral tribunal. (Art 30.3). A general rule of confidentiality applies (Art. 30.1).	Confidential except that award may be made public with consent of parties or where and to extent disclosure required by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority (Art. 34 (5)).
Miscellaneous					
Confidentiality of proceedings	Yes, the proceedings and any related disclosure shall be treated as confidential except in connection with judicial proceedings ancillary to the arbitration. Tribunal authorized to resolve specific issues of confidentiality (R. 20).	May be ordered by the tribunal per Art. 22 (3).	Yes (Art. 37).	With respect to the parties, there is a general requirement of confidentiality with respect to "all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain" (Art. 30.1). With respect to the arbitrators, the "deliberations of the Arbitral Tribunal shall remain confidential to its members, save as required by any applicable law and to the extent that disclosure of an arbitrator's refusal to participate in the arbitration is required of the other members of the Arbitral Tribunal under Articles 10, 12, 26 and 27." (Art. 30.2).	Hearings are held in camera unless the parties agree otherwise (Art. 28 (3)).
Mediation amidst Arbitration	Rules are supportive. The tribunal may suggest that the parties explore settlement. (R. 21.1) Tribunal members are barred from mediating (R. 21.2) and "will not be informed of any settlement offers or other statements made during settlement negotiations or a mediation between the parties, unless both parties consent." (R. 21.3).	Silent.	Yes. ICDR may invite the parties to mediate following the time for submission of an answer. By default, the mediation takes place concurrently with the pending arbitration (Art. 5).	Silent.	Silent.
Limitation of Arbitrator Liability	"Neither CPR nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules." (R. 22).	General limitation of liability for tribunal and others unless prohibited by law. (Art. 41).	"Administrator shall not be liable to any party for any act or omission in connection with any arbitration under these Rules, except to the extent that such a limitation of liability is prohibited by applicable law." (Art. 38).	Yes, except for conscious and deliberate wrongdoing or where prohibited by law. (Art. 31.1).	Yes, parties waive claims "to the fullest extent" allowed by law except in case of intentional wrongdoing (Art. 16).
Waiver of Non-Compliance with Rule	Yes, if a party knows of the failure and fails to promptly object. (R. 23).	Yes. Wording may be argued to apply to jurisdictional claims as well (Art. 40).	Yes, if a party knows of the failure but proceeds with the arbitration and fails to promptly object (Art. 28).	Yes, if a party knows of the failure but proceeds with the arbitration and fails to promptly object (Art. 32.1).	Yes, if a party knows of the failure but proceeds with the arbitration and fails to promptly object, unless it can show that failure to object was justified (Art. 32).
Arbitrator Compensation	Arbitrators shall be compensated "on a reasonable basis determined at the time of appointment." The compensation of each arbitrator shall be fully disclosed to all tribunal members and parties (R. 17.1).	Determined by the Court, not the arbitrators. The Court uses a published scale (Appendix III (B)).	Determined by the administrator, taking into account the arbitrators' stated rate of compensation and the size and complexity of the case (Art. 35).	Rates agreed prior to appointment and generally take into account complexity of the case and special arbitrator qualifications. Arbitrator fees are generally capped at £450/hour. Parties are referred to guidelines contained in the Schedule of LCIA Arbitration Costs. See link above.	Arbitrators' compensation fixed by tribunal and shall be "reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case." (Art. 41(1)). A mechanism is provided for the parties to dispute the fees determined by the tribunal.
Arbitral Institution as Appointing Authority	Yes, but see Rule 6 of the 2007 International Non-Administered Rules.	Available in ad hoc proceedings.	N/A	Yes, LCIA will act as Appointing Authority.	N/A