

**THE NEW ICC RULES OF ARBITRATION AND THE LCIA RULES: A COMPARISON**

<b>Element of Arbitration</b>	<b>ICC</b>	<b>Rule</b>	<b>LCIA</b>	<b>Rule</b>
<b>Commencement of Arbitration</b>	Claimant sends the Request for Arbitration to the ICC Secretariat, which then notifies the other party / parties.	<b>4</b>	Claimant sends the Request for Arbitration to the LCIA and the other party / parties.	<b>1.1</b>
<b>Response</b>	Respondent(s) must reply within 30 days, to the Secretariat, which then notifies the other parties.	<b>5</b>	Respondent(s) must reply within 30 days, to the LCIA and other parties	<b>2.1</b>
<b>Independence, Impartiality and Availability of Arbitrators</b>	Arbitrators sign a declaration of impartiality and independence, and remain under a positive duty throughout the arbitration to inform the Secretariat of any matters affecting their independence or impartiality.  Arbitrators must sign a Statement of Availability to avoid any conflict of obligations.	<b>11.2</b>	Arbitrators sign a declaration of impartiality and independence, and remain under a positive duty throughout the arbitration to inform the LCIA of any matters affecting their independence.  There is no provision regarding Arbitrators' availability.	<b>5.2 and 5.3</b>
<b>Number of Arbitrators</b>	In the absence of agreement on the number of arbitrators by the parties, the Court shall appoint one arbitrator unless the nature of dispute warrants the appointment of three arbitrators.	<b>12.2</b>	In the absence of agreement on the number of arbitrators by the parties, the LCIA shall appoint one arbitrator unless the nature of dispute warrants the appointment of three arbitrators.	<b>5.4</b>
<b>Nationality of Arbitrators</b>	Unless otherwise agreed by the parties, neither the President of the Tribunal nor the Sole Arbitrator may be of the same nationality as one of the parties.	<b>13.5</b>	Unless otherwise agreed by the parties, where the parties are of different nationalities, neither the Chairman nor the Sole Arbitrator may be of the same nationality as one of the parties.	<b>6.1</b>

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Element of Arbitration	ICC	Rule	LCIA	Rule
<b>Appointment of Arbitrators</b>	The parties agree on the appointment of the arbitrator(s), failing which the ICC Court appoints the arbitrator(s).	<b>12.3</b> <b>12.4</b>	The LCIA appoints the arbitrator(s) with reference to any method or criteria of selection agreed by the parties.	<b>5.5</b>
	Where one or more parties is a State or claims to be a State entity, the Court may directly appoint any person whom it considers suitable as an arbitrator.	<b>13.4</b>	There are no specific provisions relating to parties that are States or claim to be State entities.	
<b>Challenge of Arbitrators</b>	Any challenge must be made by written submission to the Secretariat within 30 days of notification of the appointment or of the circumstance which gives rise to the objection.	<b>14</b>	Any challenge must be made by written submission to the LCIA within 15 days of notification of the appointment or (if later) after becoming aware of the circumstance which gives rise to the objection.	<b>10</b>
<b>Place of Arbitration</b>	The place of the arbitration is fixed by the Court unless otherwise agreed by the parties.	<b>18</b>	The legal place of the arbitration is London, unless otherwise agreed by the parties. The parties may submit written comments as to their preferred location.	<b>16.1</b> <b>and</b> <b>16.2</b>
<b>Case Management</b>	The Tribunal will hold a case management conference as soon as possible after the terms of reference are drawn up. At this conference, any necessary case management measures will be ordered and a procedural timetable will be drawn up in order to ensure that the arbitration is conducted in an expeditious and cost-effective manner. The conference may be conducted in person, or by video or telephone conference.  Both the parties and the Tribunal are under a duty to conduct the arbitration in an expeditious and cost-effective manner. To this end, the Tribunal may take any provisional measures it deems appropriate.	<b>24</b>	No equivalent provision to convene a case management conference.	<b>14.1</b>
		<b>24.4</b>	The parties and the Tribunal are under a general duty to avoid unnecessary expense and delay so as to provide a fair and efficient means for the resolution of the parties' dispute.	
		<b>22.1</b>		
		<b>22.2</b>		

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Element of Arbitration	ICC	Rule	LCIA	Rule
<b>Multiple Parties - Appointment of Tribunal</b>	<p>Where there are multiple parties that can be split into multiple claimants and / or multiple respondents, then each side shall nominate an arbitrator jointly.</p> <p>In the absence of a joint nomination and where the parties are unable to agree on a method for the constitution of the Tribunal, the Court shall appoint a suitable Arbitral Tribunal.</p>	<p><b>12.6</b></p> <p><b>12.8</b></p>	<p>Where there are three or more parties to an arbitration who are all entitled to nominate an arbitrator under the terms of the agreement, and they do not form two sides or are unable to agree upon a method of appointing the Tribunal, the LCIA shall appoint the Arbitral Tribunal.</p>	<b>8.1</b>
<b>Multiple Parties - Joinder</b>	<p>A party wishing to add an additional party to the proceedings submits a "Request for Joinder" to the Secretariat and, providing that all of the parties agree (including the additional party), the additional party is joined in the proceedings.</p>	<b>7.1</b>	<p>An additional party may be joined on the application of a party providing that the additional party consents to being added to the proceedings.</p>	<b>22.1(h)</b>
<b>Claims between Multiple Parties</b>	<p>Where there are multiple parties, claims may be made by any party against any other party in the proceedings providing that the procedural rules are complied with and no such claims are made after the Terms of Reference have been agreed.</p>	<b>8.1</b>	<p>No equivalent provision.</p>	
<b>Consolidation of Arbitrations</b>	<p>The Court may consolidate one or more pending arbitrations, provided that either:</p> <ul style="list-style-type: none"> <li>• the parties agree</li> <li>• the claims stem from the same arbitration agreement, or</li> <li>• the arbitrations are under different agreements, but between the same parties the same legal relationship and the arbitration agreements are compatible.</li> </ul>	<b>10</b>	<p>No equivalent provision.</p>	

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Element of Arbitration	ICC	Rule	LCIA	Rule
<b>Multiple Contracts</b>	Claims arising out of or in connection with multiple contracts may be made in a single arbitration.	<b>9</b>	No equivalent provision.	
<b>Emergency measures prior to constitution of the tribunal</b>	A party that needs urgent interim or conservatory measures before the Tribunal is constituted may apply under the emergency arbitrator rules. An emergency arbitrator is then appointed and any order made is binding on the parties.	<b>29.1</b>	In cases of exceptional urgency, a party may apply for the expedited formation of the Tribunal.	<b>9.1</b>
<b>Confidentiality of Proceedings</b>	Proceedings are not automatically confidential but the Tribunal may order confidentiality on the request of a party.	<b>22.3</b>	Proceedings are automatically confidential, unless otherwise agreed by the parties.	<b>30</b>
<b>Award - Time limits</b>	The Tribunal must render its final award within six months of the conclusion of the terms of reference.  This period can be extended.	<b>30.1</b>  <b>30.2</b>	No equivalent provision.	
<b>Award - Scrutiny</b>	Before signature, any award of the Arbitral Tribunal must be submitted in draft form to the Court, which can make modifications to the form of the award and draw the Tribunal's attention to points of substance.	<b>33</b>	No equivalent provision.	
<b>Costs - Administration Fee</b>	Administration fees are dependant on the complexity of the case.		Administration fees are time-based.	
<b>Costs - Arbitrators Fee</b>	Arbitrators fees are dependant on the length and value of the case.	<b>37</b>	Arbitrators fees are dependant upon the length, value and complexity of the case and the experience of the Arbitrator.	

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