

Element of Arbitration	1998 ICC Rules of Arbitration	Rule	2011 ICC Rules of Arbitration	Rule
The role of the ICC Court of Arbitration	The ICC Court of Arbitration ensures the application of the ICC Rules of Arbitration.	1.2	The ICC Court of Arbitration administers the resolution of disputes in accordance with the ICC Rules of Arbitration, and is the only body authorised to do so.	1.2 6.2
Consolidation of arbitrations	The ICC Court of Arbitration may consolidate claims in connection with a legal relationship (in respect of which arbitration proceedings are pending between the same parties under the ICC Rules of Arbitration), at any time before the Terms of Reference have been signed or approved.	4.6 & 19	The ICC Court of Arbitration may consolidate two or more arbitrations at any point in the proceedings, but the inclusion of any new claims arising after the Terms of Reference have been signed or approved must be approved by the tribunal.	10 & 23.4
Joinder of additional parties	No provision for joinder of additional parties.	N/A	Additional parties may be joined to the arbitration before the confirmation or appointment of any arbitrator. Any request for joinder after such time requires the consent of all parties.	7
Claims between multiple parties	No express provision on claims made by multiple parties (save for certain rules on the appointment of the tribunal where there are multiple parties).	10	In an arbitration with multiple parties, claims may be made by any party against any other party (subject to certain restrictions relating to when new claims arise).	8
Multiple contracts	No provision for claims arising out of multiple contracts.	N/A	Claims arising out of, or in connection with, more than one contract may be made in a single arbitration.	9

www.hoganlovells.com/iccrules

"Hogan Lovells" or the "firm" refers to the international legal practice comprising Hogan Lovells International LLP, Hogan Lovells US LLP, Hogan Lovells Worldwide Group (a Swiss Verein), and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. Registered office and principal place of business: Atlantic House, Holborn Viaduct, London EC1A 2FG. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. The word "partner" is used to refer to a member of Hogan Lovells International LLP or a partner of Hogan Lovells US LLP, or an employee or consultant with equivalent standing and qualifications, and to a partner, member, employee or consultant in any of their affiliated businesses who has equivalent standing. Rankings and quotes from legal directories and other sources may refer to the former firms of Hogan & Hartson LLP and Lovells LLP. Where case studies are included, results achieved do not guarantee similar outcomes for other clients. New York State Notice: Attorney Advertising.

Element of Arbitration	ICC Rules 1998	Rule	ICC Rules 2011	Rule
Multiple Parties - Appointment of Tribunal	Where there are multiple parties that can be split into multiple claimants and / or multiple respondents, then each side shall nominate an arbitrator jointly.	10.1	Where there are multiple parties that can be split into multiple claimants and / or multiple respondents, then each side shall nominate an arbitrator jointly. Additional parties shall make a nomination with the side that they join.	12.6
	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.	10.2	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.	12.7 12.8
Independence and impartiality of arbitrators	Every arbitrator must be independent of the parties in the arbitration.	7.1	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.	11.1
Cost-effective and expeditious conduct of the arbitration	No express requirement for the tribunal or the parties to conduct the arbitration in an expeditious or cost-effective manner.	N/A	Express requirement for the tribunal and the parties to conduct the arbitration in an expeditious and cost-effective manner.	22.1
Case management powers of the tribunal	No express powers pursuant to which the tribunal may adopt a pro-active approach to case management.	N/A	The tribunal may adopt such procedural measures as it considers appropriate to ensure effective case management, and shall convene a case management conference to consult the parties on any such measures.	22.2, 24.1 & 24.3
Confidentiality of the proceedings	No express provision on the confidentiality of proceedings, although the tribunal may take measures to protect trade secrets and confidential information.	20.7	The Tribunal may make orders regarding the confidentiality of the proceedings and any other matters in connection with the arbitration, including taking measures to protect trade secrets and confidential information.	22.3

www.hoganlovells.com/iccrules

"Hogan Lovells" or the "firm" refers to the international legal practice comprising Hogan Lovells International LLP, Hogan Lovells US LLP, Hogan Lovells Worldwide Group (a Swiss Verein), and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. Registered office and principal place of business: Atlantic House, Holborn Viaduct, London EC1A 2FG. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. The word "partner" is used to refer to a member of Hogan Lovells International LLP or a partner of Hogan Lovells US LLP, or an employee or consultant with equivalent standing and qualifications, and to a partner, member, employee or consultant in any of their affiliated businesses who has equivalent standing. Rankings and quotes from legal directories and other sources may refer to the former firms of Hogan & Hartson LLP and Lovells LLP. Where case studies are included, results achieved do not guarantee similar outcomes for other clients. New York State Notice: Attorney Advertising.

Element of Arbitration	ICC Rules 1998	Rule	ICC Rules 2011	Rule
Appointment of an emergency arbitrator	No provision for the appointment of an emergency arbitrator.	N/A	An emergency arbitrator may be appointed and grant interim or conservatory relief before the tribunal is constituted.	29 & Appendix V
Challenges to Jurisdiction	Determination of jurisdiction in the event of a party's failure to submit an answer, any challenge to the existence, validity or scope of the arbitration agreement or the consolidation of multiple arbitrations was considered by the Court.	6.2	The Tribunal will now decide the following issues previously determined by the Court: <ul style="list-style-type: none"> • The determination of jurisdiction in the event of a party's failure to submit an answer • Any challenge to the existence, validity or scope of the arbitration agreement • The consolidation of multiple arbitrations. 	6.3
Appointment of Arbitrators	The Court could appoint the arbitrator / Chairman when the circumstances so demand or when a party has failed to nominate an arbitrator.	9	The Court may appoint an arbitrator when: <ul style="list-style-type: none"> • One or more of the parties is a state or claims to be a state entity • The Court considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no National Committee or Group, or • The President of the Court certifies that it is necessary and appropriate to make a direct appointment. 	13.4
Modernisation	No equivalent	N/A	The Rules encourage the use of IT and expressly state that the Tribunal or Secretariat can deliver communications by email. Outdated references to telegrams and telex have been deleted.	3

www.hoganlovells.com/iccrules

"Hogan Lovells" or the "firm" refers to the international legal practice comprising Hogan Lovells International LLP, Hogan Lovells US LLP, Hogan Lovells Worldwide Group (a Swiss Verein), and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. Registered office and principal place of business: Atlantic House, Holborn Viaduct, London EC1A 2FG. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. The word "partner" is used to refer to a member of Hogan Lovells International LLP or a partner of Hogan Lovells US LLP, or an employee or consultant with equivalent standing and qualifications, and to a partner, member, employee or consultant in any of their affiliated businesses who has equivalent standing. Rankings and quotes from legal directories and other sources may refer to the former firms of Hogan & Hartson LLP and Lovells LLP. Where case studies are included, results achieved do not guarantee similar outcomes for other clients. New York State Notice: Attorney Advertising.