

Comparative table of ICC, ICDR, LCIA and SCC rules

Aspect of arbitration	Institutional Arbitration							
	ICC Rules 2021	Rule	ICDR Rules 2021	Rule	LCIA Rules 2020	Rule	SCC Rules 2023	Rule
Where is the head office and are there any regional centres?	Head office: Paris Regional centres: Brazil, Hong Kong, New York, Singapore and the United Arab Emirates.		Head office: New York Regional centres: Singapore, Houston and Miami.		Head office: London No regional centres.		Head office: Stockholm No regional centres.	
Does the institute publish any important guidance, in addition to the rules?	Yes, the rules should be read in conjunction with the ICC Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration (ICC Note). Other guidance is available, see ICC arbitration toolkit .		Yes, the ICDR publishes a Resource Guide for International Conflict Management Strategies . Other guidance is available, see ICDR Arbitration Toolkit .		Yes, the LCIA publishes a Note to Arbitrators and a Note to Parties . Other guidance is available, see LCIA arbitration toolkit .		Yes, the SCC publishes several guidance documents. See SCC arbitration toolkit .	
Special features								
Are there emergency arbitrator (EA) provisions?	Yes. Only applies to agreements entered into after 1 January 2012 and parties may also opt-out. If an application is successful, an EA will be appointed within two days of the application being received. The EA provisions do not apply if the arbitration agreement on which the application is based arises from a treaty.	29 and Annex V 29(6)(c)	Yes. Parties may apply for emergency relief. If successful, the Administrator will appoint a single EA within one business day of receipt of the notice.	7	Yes. Only applies to arbitration agreements concluded before 1 October 2014 if the parties have agreed in writing to "opt in". For agreements concluded on or after 1 October 2014, the EA provisions will not apply where parties have agreed to opt out. An EA will be appointed within three days (or as soon as possible thereafter).	9B	Yes. Parties may apply for the appointment of an EA and if successful, the SCC Board will seek to make the appointment within 24 hours of receipt of the application.	37(4) and Appendix II
Is there provision for an expedited procedure?	Yes. Applies automatically to disputes up to USD2 million where the arbitration agreement was entered into on or after 1 March 2017 and before 1 January 2021, and USD3 million if the agreement was concluded on or after 1	30 and Appendix VI	Yes. Applies in cases that do not exceed USD500,000 (exclusive of interest and costs). Parties may also opt-in for other cases. The International Expedited Procedures are set out in Articles E-1 to E-10 of these Rules.	1(4) and E1 - E-10	No. However, in cases of "exceptional urgency", any party may apply to the LCIA Court for the emergency formation of the tribunal. The tribunal also has express power to make a procedural	Article 9A 14.5 and 14.6	There are separate SCC Expedited Arbitration Rules (2023), so no provision is included in these rules. Parties must agree to have their disputes resolved by these expedited rules, either in their arbitration agreement or after a dispute has arisen.	

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

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

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

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Are there provisions for electronic submissions?	<p>Yes. Submissions may be made by delivery against receipt, registered post, courier, email, "or any other means of telecommunication that provides a record of the sending thereof" to the Secretariat and the tribunal.</p> <p>As of October 2022, parties are encouraged to file their requests for arbitration electronically, using ICC's digital case management platform, ICC Case Connect.</p>	3(2)	<p>Yes. All notices and written communications may be transmitted by any means of communication that allows for a record of its transmission, including email, mail, courier, fax, or other written forms of electronic communication.</p>	11(1)	<p>Yes, all communications must be made electronically, unless the tribunal or LCIA Court has previously approved or ordered otherwise.</p> <p>Various virtual document sharing platforms are also available for electronic bundles.</p>	4	<p>Yes, any notice or other communication can be delivered by courier or registered mail, email or any other means that records the sending of the communication.</p> <p>The SCC offers its users communications via the SCC Platform, a secure cloud-based software system that can be used to communicate, and upload and download documents and submissions.</p>	5(2)
The tribunal								
How many arbitrators will be appointed?	In the absence of agreement between the parties, 1 unless the ICC decides 3 is appropriate.	12(2)	In the absence of agreement between the parties, 1, unless the ICDR decides 3 is appropriate.	12	In the absence of agreement between the parties, 1, unless the LCIA decides 3 (exceptionally, more than 3) is appropriate.	5(8)	In the absence of agreement between the parties, the SCC Board shall decide whether there should be 1 arbitrator or 3 arbitrators, having regard to the complexity of the case, the amount in dispute and any other relevant circumstances.	16(2)

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Who appoints the arbitrators?	<p>The parties by agreement or nomination (to be confirmed by the ICC Court). In the absence of agreement, the ICC Court will appoint the arbitrators.</p> <p>Despite any party agreement on the method of the tribunal's constitution, in exceptional circumstances the ICC Court may appoint each member to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award.</p>	12(3) and 12(4) 12(9)	<p>The parties may agree on any procedure for appointing the arbitrators.</p> <p>In the absence of agreement, the ICDR will appoint the arbitrators.</p>	13	The LCIA Court, with reference to the methods or criteria agreed by the parties.	5(9)	<p>Where there is one arbitrator, the parties have 10 days to jointly appoint, failing which the SCC Board appoints.</p> <p>Where there is more than one arbitrator, each party shall appoint one, and the SCC Board appoints the chairperson. Where a party fails to appoint an arbitrator, the SCC Board shall make the appointment.</p>	17(3) 17(4)
Appointments where more than two parties	The ICC Court appoints the tribunal unless all the parties have previously made a joint nomination.	12(8)	The ICDR appoints the tribunal unless the parties have agreed otherwise within 45 days of the start of arbitration.	13(5)	Where parties have not agreed in writing that they represent collectively two separate "sides" (claimants on one side and respondents on the other side), the LCIA Court will appoint the tribunal without regard to any party's entitlement or nomination.	8	The multiple claimants (jointly) and the multiple defendants (jointly) appoint an equal number of arbitrators. If either side fails to make such a joint appointment, the SCC Board will appoint the entire tribunal.	17(5)
Are there any restrictions on the nationality of the arbitrators?	<p>Yes. A sole arbitrator or chairperson is not usually the same nationality as one of the parties unless suitable circumstances arise and no party objects.</p> <p>Where the relevant arbitration agreement arises from a treaty, and unless the parties agree otherwise, no arbitrator will</p>	13(5) 13(6)	The ICDR may appoint nationals of a country other than that of any of the parties.	13(4)	Yes. A sole arbitrator or chairman is not usually the same nationality as one of the parties.	6(1)	Yes. Where the parties are of different nationalities, a sole arbitrator or chairperson is not usually the same nationality as one of the parties, unless the parties have agreed otherwise, or the SCC board deems it appropriate.	17(6)

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	have the same nationality of any party.							
What are the time limits for challenging the appointment of an arbitrator?	30 days from notification of the appointment or becoming aware of the relevant circumstances.	14(2)	15 days from notification of the appointment or becoming aware of the relevant circumstances.	15(1)	Within 14 days of formation of tribunal or 14 days of becoming aware of grounds for challenge.	10(3)	15 days from the date on which the allegedly disqualifying circumstances became known.	19(3)
Decisions on arbitrator challenges	The ICC Court gives reasons for certain administrative decisions, including on arbitrator challenges.		The ICDR's International Administrative Review Council decides challenges and does not provide reasons.		The LCIA Court's decision is made in writing, with reasons.	10.6	The SCC provides reasoned decisions on all arbitrator challenges decided by the SCC Board, unless the parties agree otherwise.	
Seat and applicable law								
How is the seat determined?	In the absence of agreement between the parties, the seat will be determined by the ICC Court.	18(1)	In the absence of agreement between parties, this is initially determined by the ICDR with the tribunal having the final say within 45 days of constitution.	19(1)	In the absence of agreement between the parties, London, unless the LCIA Court decides otherwise. A tribunal may hold meetings, hearings and deliberations at any geographical location.	16(2) and (3)	In the absence of party agreement, to be decided by the SCC Board after consultation with the parties.	25
In absence of party agreement, how does the tribunal determine the applicable law?	In the absence of party agreement on the law to be applied to the merits of the dispute, the tribunal will apply the rules it deems to be appropriate subject to consideration of certain factors.	21	In the absence of party agreement on the law to be applied to the dispute, the tribunal shall apply such law(s) or rules of law as it determines to be appropriate.	34.1	In the absence of party agreement on the law to be applied to the merits of the dispute, the tribunal will apply the law(s) or rules of law which it considers appropriate. In the absence of party agreement, the law applicable to the arbitration agreement and the arbitration will be the law applicable at the seat of arbitration.	22.3 16.4	In the absence of party agreement, the tribunal will apply the law or rules of law that it considers most appropriate.	27(1)

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					The LCIA Rules will be interpreted in accordance with English law.	16.5		
Disclosure of third party funding								
Must third party funding arrangements be disclosed and. If so, what must be disclosed?	Yes, each party must promptly inform the Secretariat, tribunal and other parties, of any third party funding arrangement. The existence and identity of the funder.	11(7)	Yes, the tribunal may require disclosure of the funder and the nature of the interest or undertaking.	14(7)	There are no provisions on the disclosure of third party funding in the rules.		There are no provisions on the disclosure of third party funding in the rules. However, in 2019 the SCC adopted a policy encouraging parties to disclose, in the first written submission, the identity of any third party with a significant interest in the outcome of the dispute. According to the policy, it is the identity of the third party that must be disclosed.	
Jurisdictional challenges								
Challenges to the jurisdiction of the tribunal	The tribunal will rule on the existence, validity or scope of the arbitration agreement (and on any issue as to whether the claims submitted may be determined together in the arbitration), unless the Secretary General refers the matter to the ICC Court who, if not prima facie satisfied that an arbitration agreement exists, may decide that the arbitration should not proceed.	6(3) and (4)	The tribunal has power to rule on its own jurisdiction, including any objections with respect to arbitrability and on the existence, scope and validity of the arbitration agreement.	21(1)	The tribunal has power to rule on its own jurisdiction and authority, including objections to the existence, validity, effectiveness or scope of the arbitration agreement.	23(1)	The SCC Board will decide whether the SCC manifestly lacks jurisdiction over the dispute. If the Board does not dismiss the case for lack of jurisdiction, the respondent may maintain its objection when the case is referred to the tribunal, who will make a final determination whether it has jurisdiction based on the applicable law.	11 and 12
Case management and procedure								

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Does the tribunal have discretion on the conduct of the procedure?	<p>Subject to the rules, the tribunal has discretion in how to conduct proceedings.</p> <p>The tribunal and the parties also have a duty to make every effort to conduct the arbitration in an expeditious and cost-effective manner.</p>	19 22(1)	<p>Subject to the rules, the tribunal has discretion in how to conduct proceedings.</p>	22(1)	<p>Subject to the rules and any mandatory law, the tribunal has discretion to discharge its general duties and the parties must do everything necessary for the fair, efficient and expeditious conduct of the arbitration.</p> <p>The parties may agree on joint proposals for the conduct of the arbitration.</p>	14(2) 14(4)	<p>Subject to the rules and any agreement between the parties, the tribunal shall conduct the arbitration in such manner as it considers appropriate.</p>	23
Party representation	<p>Each party must promptly inform the Secretariat, the tribunal and other parties of any changes in its representation.</p> <p>Once constituted, the tribunal may take any necessary measures to avoid a conflict of interest of an arbitrator arising from a change in party representation, including excluding a new representative.</p>	17(1) 17(2)	<p>Any party may be represented in the arbitration and the conduct of the party representatives must be in accordance with such guidelines as the ICDR may issue on the subject.</p>	18	<p>Parties may be represented by one or more authorised representatives appearing by name before the tribunal.</p> <p>Following the tribunal's formation, a party must promptly notify all parties, the tribunal, any tribunal secretary and the Registrar of any intended changes or addition to its representation, which needs approval of the tribunal.</p> <p>The tribunal may withhold approval where that change could compromise the composition of the tribunal or finality of award due to possible conflict of interest or other impediment.</p>	18 18(3) 18(4)	<p>There are no provisions in the rules in relation to party representatives.</p>	
Is there provision stipulating the timing of a first case management conference?	<p>Yes. When drawing up the Terms of Reference, or as soon as possible after, the tribunal will convene a case management conference.</p>	24(1)	<p>No express provision.</p>		<p>Yes, the parties and tribunal must make contact (virtually or in person) as soon as practicable but no later than 21 days from receipt of Registrar's</p>	14(3)	<p>Yes, the tribunal must promptly hold a case management conference, which may be conducted in person or by any other means.</p>	28

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

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

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Is there a time limit for the making of the award?	Six months from signature of the terms of reference, but this can be extended.	31	Within 60 days of the closing of the hearing, unless otherwise agreed by the parties, required by law, or determined by the ICDR.	33(1)	As soon as reasonably possible but no later than three months following the parties' last submissions.	15(10)	Six months from the date of referral to the SCC, but this can be extended on reasoned request to the SCC Board.	43
If the arbitrators fail to agree on an award, who is it made by?	By a majority of the arbitrators, but in the absence of a majority, the chairman/president may make the award alone.	32(1)	By a majority of the arbitrators.	32(2)	By a majority of the arbitrators, but in absence of a majority, presiding arbitrator.	26(6)	By a majority of the arbitrators, or failing a majority, by the chairperson.	41
Is there provision for electronic signature of the award?	No express provision.		An award may be signed electronically, unless (a) the applicable law requires a physical signature, (b) the parties agree otherwise, or (c) the arbitral tribunal or Administrator determines otherwise.	32(4)	Yes, awards may be signed electronically or in counterparts and assembled into a single instrument.	26(2)	No express provision.	
Is there scrutiny of the award by any other body?	Yes, by the ICC Court to identify mistakes in form, and draw attention to points of substance.	34	No, but if the arbitration laws of the country where the award is made require the award to be filed or registered, the tribunal shall comply with such requirements.	33(4)	No.		No.	
Fees and costs								
Is there a filing fee?	Yes, each request must be accompanied by the filing fee required by Appendix III in force on the date that the request is submitted.	4(4) and Appendix III	Yes, according to the ICDR International filing fee schedule .		Yes, the request must be sent with the registration fee in the Schedule of Costs.	1(1)	Yes, the claimant must pay the registration fee specified in the schedule of costs.	7

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

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