

ICDR, JAMS, and CPR Comparison Chart (International)

A Practical Guidance® Checklist by Lindsey D. Schmidt, Gibson Dunn



Lindsey D. Schmidt
Gibson Dunn

This chart compares key provisions applied in international commercial arbitration by the three of the major international arbitration institutions: the International Centre for Dispute Resolution (ICDR), JAMS, and the International Institute for Conflict Prevention & Resolution (CPR).

Specifically, the chart compares the rules and procedures for arbitration administered under:

- [International Centre for Dispute Resolution's International Arbitration Rules \(ICDR Rules\)](#)
- [JAMS International Arbitration Rules \(JAMS Rules\)](#)
- [CPR Rules for Administered Arbitration of International Disputes \(CPR Rules\)](#)

Each of these sets of rules can be modified by agreement of the parties and the law of the place of arbitration. It is therefore important to consider both the particular arbitration agreement at issue, as well as the legal place of the arbitration when comparing these rules.

For flowcharts covering the procedures of these arbitral organizations, see [CPR International Arbitration Flowchart](#) and [JAMS Arbitration Flowchart](#). For resources covering ICDR arbitration, see [ICDR Arbitration Resource Kit](#)

ISSUE	ICDR Rules	JAMS Rules	CPR Rules
DESIGNATION OF RULES			
Scope of the Rules	Rules apply when parties have agreed to arbitrate disputes under the ICDR Rules, or have provided for arbitration of an international dispute by the ICDR, international division of the American Arbitration Association (AAA), or the AAA without designating particular rules. ICDR Article 1(1).	Rules apply when parties have agreed in writing to arbitrate disputes under the JAMS Rules, or have provided for arbitration of an international dispute to be administered by JAMS without designating specific rules that will apply. JAMS Article 1.1.	CPR Rules apply when parties to a contract have provided for arbitration under the CPR Rules. CPR Rule 1.1.

<p>Applicable Version of the Rules</p>	<p>Unless the parties agree otherwise, the arbitration will be conducted with the rules in effect at the date of commencement of the arbitration. ICDR Article 1(1).</p>	<p>Unless the parties agree otherwise, the arbitration will take place in accordance with the rules in effect at the date of commencement of the arbitration. JAMS Article 1.1.</p>	<p>Unless the parties otherwise agree, any amendment to the rules adopted by CPR will apply in the form in effect at the time the arbitration is commenced. CPR Rule 1.1.</p>
<p>Proposed Model Clauses</p>	<p>“Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.”</p>	<p>“Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of [three arbitrators/ one arbitrator]. The place of arbitration will be [location]. The language to be used in the arbitral proceedings will be [language]. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof</p>	<p>Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the “International Institute for Conflict Prevention and Resolution (“CPR”) Rules for Administered Arbitration of International Disputes by [a sole arbitrator] [three arbitrators, of whom each party shall designate one, with the third arbitrator to be appointed by CPR] [three arbitrators, of whom each party shall designate one, with the third arbitrator to be designated by the two party-appointed arbitrators] [three arbitrators to be appointed in accordance with the screened appointment procedure provided in Rule 5.4] [three arbitrators, none of whom shall be designated by either party].</p>

			Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The seat of the arbitration shall be (city, country). The language of the arbitration shall be (language)."
Arbitral Jurisdiction	The tribunal has the power to rule on its own jurisdiction, including any objections with respect to arbitrability, and the existence, scope, or validity of the arbitration agreement(s) at issue. ICDR Article 21(1).	The tribunal has the power to determine the existence or validity of a contract of which an arbitration clause forms part. JAMS Article 17.1	The tribunal has the power to hear and determine challenges to its jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. CPR Rule 8.1.
PROCEDURAL DESIGN OF THE ARBITRATION			
Applicable Law	<p>The tribunal applies the substantive law(s) or rules of law agreed by the parties as applicable to the dispute.</p> <p>Absent such agreement, the tribunal shall apply such law(s) or rules of law as it determines to be appropriate.</p> <p>The tribunal cannot decide as <i>amiable compositeur</i> or <i>ex aequo et bono</i> unless the parties have expressly authorized it to do so. ICDR Articles 34(1), 34(3).</p>	<p>The tribunal will decide the merits of the dispute on the basis of the rules of law agreed by the parties.</p> <p>Absent such an agreement, the tribunal will apply the law or rules of law that it determines most appropriate. JAMS Article 18.1.</p>	<p>The tribunal will apply the substantive law(s) or rules of law designated by the parties as applicable to the dispute. CPR Rule 10.1.</p> <p>Absent such designation, in arbitrations involving the application of contracts, the tribunal will decide in accordance with the terms of the contract. CPR Rule 10.2.</p> <p>The tribunal cannot decide as <i>amiable compositeur</i> or <i>ex aequo et bono</i> unless expressly authorized by the parties. CPR Rule 10.3.</p>

<p>Language of Arbitration</p>	<p>If the parties have not agreed otherwise, the language(s) of the arbitration is the language(s) of the documents containing the arbitration agreement.</p> <p>The tribunal has the power to decide otherwise as part of its general procedural powers.</p> <p>The tribunal may order that any documents delivered in another language be accompanied by a translation into the language(s) of the arbitration. ICDR Article 20.</p>	<p>If the parties have not agreed otherwise, the language(s) of the arbitration will be that of the documents containing the arbitration agreement, subject to the tribunal's power to determine otherwise based on the parties' contentions and circumstances of the arbitration. JAMS Article 15.1.</p>	<p>If the parties have not agreed otherwise, the language(s) of the arbitration will be that of the documents containing the arbitration agreement, subject to the tribunal's power to determine otherwise.</p> <p>The tribunal may order that any documents submitted in other languages be accompanied by a translation into such language(s). CPR Rule 9.6.</p>
<p>Place and Seat of Arbitration</p>	<p>If the parties do not agree on the place of arbitration by a date established by the administrator, the administrator may initially determine the place of arbitration subject to the tribunal's final determination.</p> <p>The tribunal may meet at any location it deems appropriate, including to conduct hearings, hold conferences, hear witnesses, inspect property or documents, or deliberate.</p> <p>If done elsewhere than the place of arbitration, the arbitration is deemed conducted at the place of arbitration and any award will be deemed made at the place of arbitration. ICDR Article 19.</p>	<p>Unless otherwise agreed by the parties, the seat of arbitration is fixed by the administrator.</p> <p>The tribunal or administrator may direct that hearings take place in another location. JAMS Article 14.1.</p> <p>The tribunal may hold hearings, meetings, and deliberations at any convenient location. If elsewhere than the seat of arbitration, the arbitration will be treated as an arbitration conducted at the seat of the arbitration, and any award will be treated as an award made at the seat of arbitration.</p> <p>The tribunal may direct that hearings take place by conference call, videoconference, or other remote means. JAMS Article 14.2.</p>	<p>Unless otherwise agreed by the parties, CPR may initially determine the seat of arbitration, subject to the tribunal's final determination.</p> <p>The tribunal may schedule meetings and hold hearings wherever it deems appropriate. CPR Rule 9.5.</p> <p>Awards shall be deemed made at the seat of arbitration. CPR Rule 15.2.</p>

<p>Notices</p>	<p>Unless otherwise agreed or ordered by the tribunal, all notices and written communications may be transmitted by any means of communication allowing for a record of its transmission.</p> <p>To calculate a period of time under the rules, a period begins to run on the day following the day when a notice is made. If the last day of such period is an official holiday at the place received, the period is extended until the first business day that follows. Official holidays occurring during the running of the period of time are included in calculating the period. ICDR Article 11.</p>	<p>Unless otherwise ordered by the tribunal, notices or communications must be in writing and delivered via the JAMS Electronic Filing System or by courier service, or transmitted by email or any other means of communication that provides a record of its transmission. Parties resident in the United States may be notified by certified or registered mail. JAMS Article 13.1.</p> <p>To determine the date of commencement of a time limit, a notice or other communication will be treated as having been received on the day it is delivered, or in the case of telecommunication, the date it is transmitted. If the date of receipt is an official holiday at the place received, the period is calculated from the first business day that follows. Official holidays occurring during the running of the period of time are included in calculating the period. JAMS Article 13.3.</p>	<p>Notices or other communications must be in writing and delivered to the address specified in writing by the recipient.</p> <p>Notices and communications may be given by registered mail, courier, facsimile transmission, email communication or any other means of telecommunication that provides a record thereof. CPR Rule 2.1.</p> <p>Time periods start to run on the day following the day when a notice or communication is received. If the last day of such period is an official holiday or non-business day where the notice or communication is received, the period is extended until the first business day which follows. Official holidays and non-business days occurring during the running of the period are included in calculating the period. CPR Rule 2.2.</p>
<p>Party Representation</p>	<p>Any party may be represented in the arbitration. ICDR Article 18.</p>	<p>Parties may be represented by persons of their choice, irrespective of—in particular—nationality or professional qualification. JAMS Article 19.1.</p>	<p>Parties may be represented or assisted by persons of their choice. CPR Rule 4.1.</p>

CONFIDENTIALITY OF ARBITRATION			
Existence of the Arbitration	Unless the parties agree otherwise, the tribunal may make orders concerning the confidentiality of the arbitration or any matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information. ICDR Article 40(2).	Unless otherwise required by law, or unless the parties expressly agree otherwise, the tribunal, parties, administrator, and JAMS will maintain the confidentiality of the arbitration. JAMS Article 16.1.	The arbitrators and CPR will keep the proceedings confidential, unless the parties agree otherwise or unless required by law, except where the arbitration is done in connection with ancillary judicial proceedings. CPR Rule 20.
Documents Submitted in the Arbitration	The tribunal and administrator shall keep all matters relating to the arbitration confidential unless otherwise agreed by the parties or required by applicable law. ICDR Article 40(1).	No specific mention of documents.	No specific mention of documents.
Awards, Orders, and Decisions	The entirety of the arbitral proceedings and the award shall be kept confidential unless otherwise agreed by the parties or as required under applicable law. The ICDR may publish awards, orders, decisions, and rulings that have been redacted for identifying details unless a party has objected in writing to publication within 6 months from the date of the award. ICDR Articles 40(1), 40(3), 40(4).	Awards are confidential unless all of the parties consent to its publication, or unless otherwise required by law. JAMS Article 16.2.	Decisions of the tribunal are kept confidential, unless the parties agree otherwise or unless required by law, except where the arbitration is done in connection with ancillary judicial proceedings. CPR Rule 20.
EXPEDITED PROCEDURES			
When Engaged	Unless the parties agree or the administrator determines otherwise, the International Expedited Procedures will apply in any case in which no	A party may apply to the JAMS Administrator in writing to conduct the arbitration under the Expedited Procedures if any one of the following criteria is satisfied:	Expedited proceedings are engaged where the parties to a contract have provided for arbitration under the CPR Fast Track Rules for Administered Arbitration of International

	<p>disclosed claim or counterclaim exceeds \$500,000 USD exclusive of interest and the costs of arbitration.</p> <p>Where no party's claim or counterclaim exceeds \$100,000 USD exclusive of interest, attorney's fees, and other arbitration costs, the dispute shall be resolved by written submissions only, unless the arbitrator determines otherwise.</p> <p>The parties may also agree to use the International Expedited Procedures in other cases. ICDR Article 1(4).</p>	<ul style="list-style-type: none"> • The disputed amount does not exceed \$5,000,000 USD in the aggregate, exclusive of any fees or demands for reimbursement • The parties agree –or– • In cases of exceptional urgency, as initially determined by JAMS, subject to ultimate review by the tribunal <p>JAMS Articles 21.1, 21.2.</p>	<p>Disputes (“Fast Track Rules”). Fast Track Rules, Rule 1.1.</p> <p>The CPR does not specify a minimum claim amount to initiate expedited proceedings. CPR Commentary for Fast Track Rules, ¶ C.</p> <p>The Fast Track Rules are not automatically engaged—the parties must expressly agree to them. CPR Commentary for Fast Track Rules, ¶ C.</p>
<p>Procedure</p>	<p>The parties shall appoint a sole arbitrator in accordance with a “list” procedure. Namely, the administrator shall simultaneously submit to each party an identical list of five proposed arbitrators. The parties may agree to an arbitrator from this list and advise the administrator of the same. If the parties are unable to agree, each party may strike two names from the list, number the remaining names in order of preference, and return the list to the administrator within 10 days from the transmittal date of the list to the parties. ICDR Article E-6.</p> <p>After the appointment of the sole arbitrator, the arbitrator may convene the parties to discuss the procedure and schedule for the case. The arbitrator will issue a procedural order within 14 days of appointment. ICDR Article E-7.</p>	<p>In an expedited proceeding, time limits under the JAMS Rules may be shortened at the discretion of the administrator (if before the constitution of the tribunal) or the tribunal once it has been constituted. JAMS Article 21.3(a).</p> <p>The parties may also agree to shorten time limits, subject to the approval of the tribunal. JAMS Article 21.4.</p> <p>The tribunal has the discretion to decide the dispute solely based on documentary evidence or to order a hearing to examine any witnesses and hear any oral arguments. JAMS Article 21.3(b).</p> <p>Awards shall be issued within six months from when the tribunal is constituted unless the administrator deems there to be exceptional circumstances requiring an extension of time. The tribunal may—but is not required—state</p>	<p>The number and identities of the arbitrators are to be agreed upon by the parties.</p> <p>In the case of no agreement, the tribunal will consist, by default, of a sole arbitrator, or a three-person panel if requested by one of the parties. Fast Track Rule 3.2.</p> <p>The parties have an opportunity to nominate the tribunal, but where there is no agreement within the specified time frames, the CPR will appoint the arbitrators. Fast Track Rules 3.2–3.5..</p> <p>The tribunal has the discretion to decide the dispute solely based on documentary evidence or to order a</p>

	<p>All written submissions are due within 60 days of the date of the procedural order unless the arbitrator determines otherwise. ICDR Article E-8</p> <p>The arbitrator may require an oral hearing if she deems one to be necessary. ICDR Article E-8. The oral hearing shall take place within 60 days of the date of the procedural order unless the arbitrator deems an extension necessary. ICDR Article E-9.</p> <p>Awards shall be made in writing, shall be final and binding on the parties, and shall be issued no later than 30 days from the date of the closing of the oral hearing or the filing of the final written submissions. ICDR Article E-10.</p>	<p>form unless the parties have agreed that no reasons are to be given. JAMS Articles 21.3(c), 21.3(d)</p>	<p>hearing to examine any witnesses and hear any oral arguments. Fast Track Rule 6.</p> <p>Fast Track proceedings are designed to facilitate the delivery of the award within a period of between 90 and 180 days after the constitution of the tribunal. The parties may specify a time frame for delivery of the award in their agreement. In the case of no such agreement, the default period is 90 days. CPR Commentary for Fast Track Rules, ¶ C. The award shall be succinct. There is no requirement to provide reasons. Fast Track Rule 7.1</p>
COMMENCING THE ARBITRATION			
Notice of or Request for Arbitration	<p>The claimant must submit a notice of arbitration simultaneously to the administrator and the respondent. Arbitration may also be commenced through the Administrator's AAA WebFile. ICDR Article 2(1).</p> <p>The notice of arbitration shall contain the following information:</p> <ul style="list-style-type: none"> • A demand that the dispute be referred to arbitration • The names, addresses, telephone numbers, fax numbers, and email addresses of the parties, and if known, of their representatives 	<p>The claimant must serve a signed copy of the request for arbitration and any accompanying documents upon each party, and provide to JAMS two copies where there will be a sole arbitrator and four copies where there will be a tripartite panel. JAMS Article 2.2.</p> <p>The request for arbitration should include:</p> <ul style="list-style-type: none"> • A statement of the names, addresses, telephone numbers, and email addresses of the parties and their representatives, if known 	<p>The claimant must deliver a notice of arbitration to the respondent, with an electronic copy to the CPR, containing the following information:</p> <ul style="list-style-type: none"> • The full names, addresses, telephone numbers, and email addresses for the parties and their counsel • A demand that the dispute be referred to arbitration under CPR Rules

	<ul style="list-style-type: none"> • A copy of the entire arbitration clause(s) or agreement(s) being invoked • A reference to any contract out of or in relation to which the dispute arises • A description of the claim and the facts supporting it • The relief or remedy sought and any amount claimed –and– • Optionally, proposals, consistent with any prior agreement between or among the parties, as to the means of designating arbitrators, the number of arbitrators, place, and language of the arbitration, and whether the filing party is willing to mediate <p>ICDR Article 2(3).</p> <p>The notice of arbitration may be transmitted by any means of communication that allows for a record of its transmission. ICDR Article 11(1).</p> <p>The notice of arbitration must be accompanied by the appropriate filing fee. ICDR Article 2(4). The fee amount is determined by the International Arbitration Fee Schedule effective at the time of filing.</p> <p>The arbitration shall be deemed to have commenced on the date of the administrator's receipt of the notice of arbitration. ICDR Article 2(2).</p>	<ul style="list-style-type: none"> • A description of the nature and circumstances of the dispute giving rise to the claim(s) • A statement of the relief sought, including, to the extent possible, an indication of any amount(s) claimed • A copy of the arbitration agreement or clause under which the dispute is to be arbitrated • If applicable, a statement identifying the arbitrator appointed by the claimant, including such arbitrator's address, telephone number(s), and email address –and– • A statement of any matters on which the parties have already agreed in writing or for which the claimant wishes to propose, such as the seat or language of arbitration, or number of arbitrators. <p>JAMS Article 2.1.</p> <p>Service may be made by hand-delivery, overnight delivery, or by U.S. Mail (only if the party is located in the United States). JAMS Article 2.2(a).</p> <p>Electronic filing may also be allowed where the tribunal requires or the parties agree to it. JAMS Article 2.2(b).</p> <p>The notice of arbitration must be accompanied by the filing fee and advance payment on</p>	<ul style="list-style-type: none"> • The text of the arbitration clause or the separate arbitration agreement that is involved • A statement of the general nature of the claimant's claim • The relief or remedy sought – and – • The name, address telephone number, and email address of the arbitrator designated for appointment by the claimant, if the parties have agreed that each shall designate an arbitrator <p>CPR Rules 3.1, 3.2.</p> <p>The notice of arbitration must be served as specified on the CPR website. CPR Rule 3.3.</p> <p>The claimant must make a payment to CPR of the appropriate filing fee as set by the Pricing and Fees Schedule, simultaneously with the delivery of the notice of arbitration to CPR. CPR Rule 3.3.</p> <p>The date on which CPR receives the notice of arbitration is deemed the commencement date of the arbitration. CPR Rule 3.4.</p>
--	---	--	---

		<p>JAMS administrative expenses. JAMS Articles 2.2, 35.1, 35.2. The fee amount is fixed by the JAMS Schedule of Fees and Costs in force on the date of the filing of the Request for Arbitration. JAMS Article 35.1.</p> <p>The arbitration shall be deemed to have commenced when JAMS issues a commencement letter. JAMS Article 2.4.</p>	
<p>Answer and Counterclaims</p>	<p>The respondent shall submit to the claimant, any other parties, and the administrator a written answer within 30 days after the administrator confirms receipt of the notice of arbitration. ICDR Article 3(1).</p> <p>The respondent may make any counterclaims or assert any setoffs in the answer. ICDR Article 3(2).</p> <p>The counterclaim or setoff shall contain the same information required of a notice of arbitration. ICDR Article 3(3).</p>	<p>The respondent shall submit a statement of defense within 30 calendar days after commencement of the arbitration (i.e., date of the commencement letter). The respondent must notify the claimant in writing of the arbitrator appointed by the respondent within 30 calendar days after receipt of the request for arbitration. JAMS Article 4.1.</p> <p>The statement of defense should include:</p> <ul style="list-style-type: none"> • Confirmation or denial of any of the claims advanced by the claimant in the request • If not made earlier, any objection to the jurisdiction of the tribunal to determine a claim or defense, or any objection to JAMS' authority to administer the arbitration • A brief statement describing the nature and circumstances of any setoffs asserted or counterclaims advanced by the respondent against the claimant 	<p>The respondent has 30 days from the commencement date to deliver a notice of defense to the claimant and CPR. CPR Rules 3.5, 3.6.</p> <p>The notice of defense shall include:</p> <ul style="list-style-type: none"> • The full names, addresses, telephone numbers, and email addresses for the parties and their counsel • Any comment on the notice of arbitration that the respondent may deem appropriate • A statement of the general nature of the respondent's defense -and- • The email address of the arbitrator designated for appointment by the Respondent, if the parties have agreed that each shall designate an arbitrator CPR Rule 3.7.

		<ul style="list-style-type: none"> • Comment in response to any statements contained in the request on matters relating to the conduct of the arbitration • If applicable, the name, address, telephone number(s), and email address (if known) of the respondent's appointed arbitrator –and– • Any counterclaim the respondent wishes to assert against the claimant <p>JAMS Article 4.1.</p> <p>The respondent must also remit the filing fee for counterclaims as set by the International Arbitration Fee Schedule.</p> <p>If the respondent asserts any counterclaims, the claimant will have 30 calendar days from receipt of the statement of defense to submit a reply to counterclaim. The reply shall contain the same elements as that of the statement of defense. JAMS Article 4.1.</p> <p>Service of the statement of defense or reply to counterclaim must be effectuated via the JAMS Electronic Filing System, U.S.</p> <p>Mail (if the party is a U.S. resident), or by any other means of communication that provides a record of its transmission. JAMS Article 13.1.</p>	<p>The respondent may also include any counterclaim within the scope of the arbitration clause at this time. CPR Rule 3.8.</p>
--	--	---	--

<p>Amendment of Pleadings</p>	<p>Any party may amend or supplement its claim, counterclaim, setoff, or defense, unless the tribunal considers the amendment inappropriate, or if the amendment or supplement would fall outside of the scope of the arbitration agreement. ICDR Article 10.</p> <p>An amendment or supplement may require payment of a filing fee and/or be subject to an award of costs, as determined by the administrator. ICDR Article 10.</p>	<p>Claims or counterclaims must be within the scope of the arbitration clause and may be added or amended at any point before the establishment of the tribunal. After establishment, a party may amend or supplement its claims or defenses only with consent of the tribunal. JAMS Article 5.1.</p> <p>The statement of defense or reply to counterclaim to amended claims or counterclaims must be delivered within 20 calendar days after receipt of an amendment. JAMS Article 5.2.</p>	<p>Claims or counterclaims within the scope of the arbitration clause may be freely added, amended, or withdrawn before the constitution of the tribunal. Thereafter, the parties must seek the consent of the tribunal. Defenses or replies to added or amended claims or counterclaims must be delivered within 20 days after CPR's receipt of the modification, or such other date as specified by the CPR or tribunal. CPR Rule 3.10.</p>
<p>Objections to Jurisdiction</p>	<p>A party must object to the jurisdiction of the tribunal or arbitral jurisdiction for a claim, counterclaim, or setoff by the filing of the answer unless the tribunal deems otherwise. ICDR Article 21(3).</p>	<p>An objection to the jurisdiction of the tribunal or arbitrability of a claim, defense, or counterclaim must be submitted by the filing of the statement of defense or reply to counterclaim. An untimely objection may be permitted if the tribunal considers it justified under the circumstances. JAMS Article 17.2.</p>	<p>An objection to the jurisdiction of the tribunal must be made no later than the allowed response to a claim or counterclaim as provided under the CPR Rules.</p> <p>For example, an objection to jurisdiction must be made no later than the notice of defense, or, with respect to a counterclaim, no later than the reply to the counterclaim. CPR Rule 8.3.</p>

<p>Default</p>	<p>If the respondent fails to submit an answer to the notice of arbitration, the tribunal may proceed with the arbitration. ICDR Article 29(1).</p> <p>If a party, duly notified, invited, or ordered to appear or take steps in the proceedings, fails to do so within the time established by the tribunal without showing sufficient cause, the tribunal may move ahead with the proceedings. ICDR Articles 29(2), 29(3).</p>	<p>In the absence of a reply to counterclaim, the opposing party's claims or counterclaims will be deemed to have been denied by the defaulting party, and the arbitration will not be delayed. JAMS Articles 4.1, 27.1.</p> <p>Where a party fails to comply with any provision of the rules or any direction from the tribunal without good cause, the tribunal may draw inferences it considers appropriate. JAMS Article 27.3.</p> <p>If a party fails to avail itself of the opportunity to present its case, the tribunal may still proceed with the arbitration and make an award. JAMS Article 27.1.</p> <p>Before the tribunal makes a final award upon a party's default, the non-defaulting party must submit and the tribunal must decide on the proof of the validity and amount of the non-defaulting party's claim. JAMS Article 27.2.</p>	<p>The respondent's failure to deliver a notice of defense shall not delay the arbitration. In such a case, the respondent shall be deemed to have denied the claims. CPR Rule 3.6.</p> <p>In the case of a party's noncompliance with the CPR Rules or any order of the tribunal, the tribunal shall fix a reasonable period of time for compliance. If the party still does not comply, the tribunal may impose a remedy it deems just, including an award on default. Before entering such an award, the non-defaulting party must produce evidence and legal arguments in support of its claims, as the tribunal deems appropriate. CPR Rule 16.</p>
<p>EMERGENCY AND INTERIM MEASURES OF PROTECTION</p>			
<p>Availability of Emergency Relief (Pre-Constitution)</p>	<p>Before the constitution of the tribunal, a party may apply to the ICDR for emergency relief via written application. This application must set out:</p> <ul style="list-style-type: none"> • The nature of the relief sought • The reasons why such relief is needed on an emergency basis before the appointment of the tribunal 	<p>Before the constitution of the tribunal, a party in need of emergency relief may notify JAMS and all other parties in writing of the relief sought. This notice should include:</p> <ul style="list-style-type: none"> • an explanation of why such relief is needed on an expedited basis –and– • a statement certifying that all parties have been notified of the application 	<p>A party in need of emergency relief before the constitution of the tribunal may request that CPR grant emergency measures. CPR Rule 14.2.</p> <p>The applicant should make a written application entitled "Request for</p>

	<ul style="list-style-type: none"> • The reasons why the applicant is likely to be found entitled to such relief –and– • The injury or prejudice the applicant will suffer if relief is not provided <p>ICDR Article 7.1.</p> <p>The application may be submitted with or following the notice of arbitration. The application may be filed by email or as otherwise permitted in the ICDR Rules and must be filed with:</p> <ul style="list-style-type: none"> • Any applicable arbitration fees –and– • A statement certifying that all parties have been notified of the application or an explanation of the good faith steps taken to notify all parties <p>ICDR Article 7(1).</p> <p>If these requirements are met, the ICDR will appoint a single emergency arbitrator within one business day of receipt of application. ICDR Article 7(2).</p> <p>Following submissions from the parties, the emergency arbitrator has the power to order or award any interim or conservatory measures deemed necessary. ICDR Articles 7(3)–(4).</p> <p>Once the tribunal is constituted, the emergency arbitrator will have no further power to act. The tribunal may</p>	<p>or an explanation of the efforts made to notify all parties</p> <p>JAMS Article 3.</p> <p>Upon payment of any advance requested by JAMS, JAMS will appoint a sole emergency arbitrator to rule on the emergency request. This will often take place within 24 hours of receipt of the application and any advance. JAMS Article 3.1.</p> <p>Within two days of appointment, the emergency arbitrator will establish a schedule for consideration of emergency relief. JAMS Article 3.2.</p> <p>Following submissions from the parties, the emergency arbitrator will determine whether the party seeking emergency relief has shown that immediate loss or damage will result if relief is not granted and whether the applicant is granted. This decision may take the form of an interim award or partial final award. JAMS Article 3.3.</p> <p>The tribunal appointed to the proceedings is not bound by the decision or reasoning of the emergency arbitrator and may modify any emergency decision. Article 3.4.</p>	<p>Emergency Measures of Protection by An Emergency Arbitrator” and should describe:</p> <ul style="list-style-type: none"> • Reasonable detail of the relief sought • The party against whom the relief is sought • The grounds for relief –and– • If practicable, evidence and law supporting the request <p>CPR Rule 14.3.</p> <p>The request should also contain a statement certifying that all parties have been notified of the application or an explanation of the efforts made to notify all parties. CPR Rule 14.3.</p> <p>The application should also be accompanied by the initial deposit to CPR. CPR Rule 14.4.</p> <p>The parties may jointly appoint an emergency arbitrator or, failing this, CPR may appoint an emergency arbitrator. This appointment will, to the extent practicable, take place within one business day of receipt of the application. CPR Rule 14.5.</p>
--	--	--	---

	<p>affirm, modify or vacate the order or award made by the emergency arbitrator. ICDR Article 7(5).</p>		<p>Following submissions from the parties, the emergency arbitrator has the power to grant any emergency measures deemed necessary. CPR Rule 14.9.</p> <p>The emergency arbitrator's award or order shall remain in effect until modified or vacated by the emergency arbitrator or the tribunal. If the tribunal is constituted before the emergency arbitrator renders their award, the emergency arbitrator will retain jurisdiction to render their award unless the tribunal directs otherwise. CPR Rule 14.15.</p>
<p>Arbitrator Power to Order Interim Measures (Post-Constitution)</p>	<p>A party may request that the tribunal order interim measures. ICDR Article 27(1).</p> <p>The tribunal may order "any interim or conservatory measures it deems necessary." This includes injunctive relief and measures for the protection of property. ICDR Article 27(1).</p> <p>Interim measures may take the form of an interim order or award. Security for costs of interim measures may be ordered by the tribunal, and the tribunal may allocate costs associated with applications for interim relief in the interim or final award. ICDR Articles 27(2), 27(4).</p>	<p>The tribunal, at the request of a party, may order "whatever interim measures it deems necessary." This includes injunctive relief and measures for the preservation of evidence. JAMS Article 31.1.</p> <p>The applicant party must show the tribunal that:</p> <ul style="list-style-type: none"> • Harm will not be adequately reparable by an award or damages are likely to result if no interim measure is ordered • That harm outweighs harm likely to result against the party against whom the measure is ordered –and– 	<p>A party may request that the tribunal order interim measures. The tribunal may order such interim measures as it deems necessary. CPR Rule 13.1</p>

		<ul style="list-style-type: none"> • There is a reasonable possibility that the applicant party will succeed on the merits of the claim <p>JAMS Article 31.2.</p> <p>Interim measures may take the form of an interim order or award, a partial award, or a partial final award. JAMS Article 31.4.</p> <p>The tribunal may apportion costs associated with applications for interim relief in any interim or partial final award or the final award. JAMS Article 31.6.</p>	
CONSTITUTING THE ARBITRAL TRIBUNAL			
Number of Arbitrators	<p>Parties can agree on the number of arbitrators.</p> <p>Absent agreement, one or, if the ICDR believes appropriate, three arbitrators will be appointed. ICDR Article 12.</p>	<p>Absent agreement, one or, if JAMS believes appropriate, three arbitrators will be appointed. JAMS Article 7.1.</p>	<p>Unless otherwise agreed by the parties, for claims less than or equal to \$3 million, one arbitrator will be appointed. In all other cases, a tribunal will consist of three arbitrators. CPR Rule 5.1(a).</p>
Appointment of Arbitrators	<p>Parties may agree upon the procedure for appointing arbitrator(s). ICDR Article 13(1).</p> <p>If the parties have not agreed upon a procedure, the ICDR may use a "list" procedure to appoint the arbitrator(s) (see below). ICDR Article 13(1).</p> <p>If the parties have not agreed on a procedure for appointing the arbitrator(s), or have not agreed on the selection of the arbitrator(s) within 45</p>	<p>Parties may agree upon the procedure for appointing arbitrators. JAMS Article 7.2.</p> <p>If the parties have not agreed on a procedure for appointing the arbitrators, or cannot agree on the selection of arbitrators within 45 calendar days of commencing the arbitration, JAMS will appoint the arbitrators. JAMS Article 7.2. Where a sole arbitrator is to be appointed, the arbitrator will be appointed jointly by the parties. If the appointment</p>	<p>If a sole arbitrator is to be appointed, the parties shall jointly attempt to designate the sole arbitrator within 30 days of the notice of defense. CPR Rule 5.3.</p> <p>If the parties are unable to jointly designate a sole arbitrator, the "list" procedure applies (see below).</p>

	<p>days after the commencement of arbitration, the ICDR will appoint the arbitrator(s) at the request of any party. ICDR Article 13(3).</p> <p>The ICDR may appoint the arbitrator(s) using a “list” procedure. The ICDR submits a list of potential arbitrators to the parties to choose from. The parties may agree on a candidate or, if they cannot agree on an arbitrator from this list, have 15 days to strike out the names objected to and number the remaining names in order of preference. The ICDR will then use this list of preferences to appoint an arbitrator. ICDR Article 13(6).</p>	<p>of the arbitrator is not made within the time agreed by the parties, or in the absence of such an agreed period of time, the sole arbitrator will be appointed by JAMS. JAMS Article 7.3.</p> <p>Where three arbitrators are to be appointed:</p> <ul style="list-style-type: none"> • The claimant will appoint an arbitrator in its request • The respondent will appoint one arbitrator upon the earlier of filing the statement of defense or within 30 calendar days from the commencement of the arbitration –and– • The two appointed arbitrators, within 20 calendar days of the appointment of the second arbitrator, will appoint a presiding arbitrator <p>JAMS Article 7.4.</p> <p>If a party fails to appoint an arbitrator within the time allotted, JAMS will appoint the arbitrator. JAMS Article 7.4.</p> <p>If the parties have failed to jointly appoint a sole arbitrator or the presiding arbitrator has not been appointed, JAMS will make the appointment using a “list” procedure. Namely, JAMS will submit a list of potential arbitrators to the parties to choose from. The parties may strike out the names of two candidates each and order the remaining candidates in order of preference. JAMS will then make the appointment. JAMS Article 7.5.</p>	<p>If a three-member tribunal is to be appointed, a “screened selection procedure” applies by default. CPR Rules 5.1(c), 5.4.</p> <p>However, the parties can agree to directly designate one arbitrator each. CPR will select the third arbitrator under a “list” procedure.</p> <p>Alternatively, the parties can agree that the party-appointed arbitrators shall designate the third arbitrator. If the party-appointed arbitrators are unable to reach an agreement, the “list” procedure applies (see below). CPR Rules 5.2(c)–(d).</p> <p>The “list” procedure can be summarized as follows: CPR provides a list of candidates. Each party will number the candidates in order of preference and provide this to CPR within 10 days following receipt of the list. CPR will then use this list of preferences to appoint an arbitrator. CPR Rule 6.2.</p>
--	--	--	--

<p>Impartiality and Independence</p>	<p>On accepting appointment, the arbitrator will sign a "Notice of Appointment" affirming that they are independent and impartial. ICDR Article 14(2).</p> <p>The arbitrator must disclose any circumstances that may give rise to "justifiable doubts as to the arbitrator's impartiality or independence." ICDR Article 14(2). The arbitrator must promptly disclose to the parties and ICDR any circumstances that arise during the arbitration which may give rise to such doubts. ICDR Article 14(3).</p>	<p>Upon appointment, arbitrators will disclose any circumstances that might give rise to "justifiable doubt regarding that arbitrator's independence or impartiality." Should any such circumstances arise during the proceedings, the arbitrator must disclose them promptly. JAMS Article 8.1.</p>	<p>Each arbitrator will be independent and impartial and will disclose any circumstances that might "give rise to justifiable doubt regarding the arbitrator's independence or impartiality." CPR shall circulate any such disclosures to the parties. Such circumstances include bias, interest in the result of the arbitration, and past or present relations with a party or its counsel. CPR Rule 7.3.</p>
<p>Arbitrator Challenges</p>	<p>A party may challenge an arbitrator where there are circumstances giving rise to justifiable doubts as to the arbitrator's impartiality or failure to perform their duties. ICDR Article 15(1).</p>	<p>A party may challenge an arbitrator where there are circumstances giving rise to justifiable doubts as to the arbitrator's impartiality or if the arbitrator does not possess the requisite qualifications agreed upon by the parties. JAMS Article 9.1.</p>	<p>An arbitrator may be challenged if circumstances exist or arise that give rise to justifiable doubt regarding that arbitrator's independence or impartiality. A party may challenge its appointed arbitrator only for reasons of which it becomes aware after the designation has been made. CPR Rule 7.5.</p>
<p>Replacement of Arbitrator</p>	<p>Unless the parties otherwise agree, a replacement arbitrator shall be appointed under the Arbitrator Appointment provisions of Article 13. Article 16(1).</p>	<p>Unless the parties otherwise agree, JAMS will appoint a replacement arbitrator. If the arbitrator to be replaced had been appointed by a party, JAMS will solicit the views of that party before the appointment. JAMS Articles 10.1, 10.3.</p>	<p>A replacement arbitrator will be selected using the procedure by which the prior arbitrator was selected. Where that arbitrator was appointed by a party, the appointing</p>

			party may appoint a replacement arbitrator within 20 days from the date on which it became aware of the prior arbitrator's removal. CPR Rule 7.9.
Use of Tribunal Secretary	The tribunal, with the parties' consent, may appoint a tribunal secretary. ICDR Article 17.	N/A	N/A
Initial Case Management Conference	The tribunal may hold a procedural hearing promptly following its constitution. ICDR Article 22(2).	The tribunal may hold a preliminary conference promptly following its constitution. JAMS Article 22.1.	The tribunal must hold a prehearing conference promptly following its constitution. CPR Rule 9.3.
SPECIAL PROCEDURAL DEVICES			
Joinder	<p>Before the appointment of any arbitrator, a party may submit to the ICDR a notice of arbitration against an additional party to be joined to the proceedings as a request for joinder.</p> <p>No additional parties may be joined after the appointment of any arbitrator unless all parties (including the additional party) agree to the joinder, or the tribunal deems it appropriate and the additional party agrees. ICDR Article 8.1.</p>	Where proceedings have already begun, and a third party wishes to participate (or a party wishes to include a third party) a request should be made to the tribunal. JAMS Article 6.3.	Before the appointment of any arbitrator, a party may apply to join another party to the arbitration. No other party may be joined after the appointment of any arbitrator unless agreed by the parties. CPR Article 3.12.
Consolidation	At the request of a party or its own volition, the administrator may appoint a consolidation arbitrator, who will have the power to consolidate proceedings pending under the AAA Rules or ICDR Rules.	Where a request for arbitration is submitted between parties already involved in other JAMS arbitral proceedings that are pending, JAMS may decide, after consulting with the parties to all proceedings and with the	<p>A party may request to consolidate proceedings under CPR Rules into a single arbitration where:</p> <ul style="list-style-type: none"> • The parties have agreed to consolidation.

	<p>Proceedings may be consolidated where:</p> <ul style="list-style-type: none"> • All parties have agreed to appoint a consolidation arbitrator • All claims are being made under the same arbitration agreement –or– • The claims are brought under different arbitration agreements, but they involve the same or related parties; the disputes arise in connection with the same legal relationship; and the arbitration agreements may be compatible <p>ICDR Article 9(1).</p> <p>The administrator will notify the parties of its intention to appoint a consolidation arbitrator and invite them to agree upon a procedure for appointment. If no agreement is reached within 15 days, the administrator will appoint the consolidation arbitrator. ICDR Article 9(2).</p> <p>Arbitrations are consolidated into the arbitration that commenced first. ICDR Article 9(5).</p>	<p>tribunal, that the new case will be referred to the tribunal already constituted for the existing proceeding.</p> <p>JAMS may proceed in the same way when a request for arbitration is submitted between parties that are not identical with the parties in the existing arbitral proceedings.</p> <p>When rendering its decision, JAMS will take into account all circumstances, including the links between the two cases and the progress already made in the existing proceedings. JAMS Article 6.1.</p>	<ul style="list-style-type: none"> • All of the claims in the arbitrations are made under the same arbitration agreement. –or– • The claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and CPR finds the arbitration agreements to be compatible. <p>CPR Rule 3.13(a).</p> <p>In deciding whether to consolidate, CPR may take into account any circumstances it considers to be relevant, including:</p> <ul style="list-style-type: none"> • Whether one or more arbitrators have been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed • The existence of common issues of law or fact creates the possibility of conflicting decisions
--	---	--	---

			<ul style="list-style-type: none"> • Prejudice resulting from a failure to consolidate is not outweighed by the risk of undue delay or prejudice to the rights of or hardship to parties opposing consolidation – and– • Consolidation would serve the interests of justice and efficiency <p>CPR Rule 3.13(b).</p> <p>Arbitrations are consolidated into the arbitration that commenced first. CPR Rule 3.13(c).</p>
<p>Dispositive Motions – Early Decision</p>	<p>A party may request leave from the tribunal to apply for early disposition of any issue presented by any claim or counterclaim in advance of the hearing on the merits. Leave will be granted if:</p> <ul style="list-style-type: none"> • The application has a reasonable possibility of succeeding • The application will dispose of, or narrow, one or more issues in the case –and– • Consideration of the application is more efficient or economical than determining the issue at the merits stage <p>ICDR Article 23(1).</p>	<p>The tribunal may permit any party to file a dispositive motion directed to a particular claim or issue, either by agreement of the parties or at the request of one party, provided other interested parties have reasonable notice to respond to the request.</p> <p>The dispositive motion may be granted only if the tribunal determines that the requesting party has shown that the proposed motion is likely to succeed and dispose of or narrow the issues in the case.</p> <p>After consultation with the parties, the tribunal may independently determine that any claim or defense is outside of its jurisdiction or manifestly</p>	<p>A party may make a preliminary application to the tribunal for early disposition of issues, including claims, counterclaims, defenses, and other legal and factual questions. CPR Rule 12.6(a).</p> <p>This application should include:</p> <ul style="list-style-type: none"> • The issue to be resolved • A short statement of the basis for the proposed motion for early disposition and relief requested

	<p>Each party has the right to be heard and to have a fair opportunity to present its case regarding whether such application should be heard and, if permission to make the application is given, whether early disposition should be granted. ICDR Article 23(2).</p>	<p>without merit. If such a determination is made, the tribunal will issue an appropriate award to that effect. JAMS Article 25.</p>	<ul style="list-style-type: none"> • How early disposition of will advance the efficient resolution of the overall dispute –and– • The applicant's proposal as to the procedure by which the issues submitted for early disposition would be resolved <p>CPR Rule 12.6(b).</p> <p>The tribunal will promptly review the application and any responses from the other party or parties and determine whether there is a reasonable likelihood that hearing the motion for early disposition may result in increased efficiency in resolving the overall dispute while not unduly delaying the rendering of a final award. CPR Rule 12.6(c).</p> <p>If the tribunal concludes that hearing the motion for early disposition of the issue(s) is appropriate, it shall instruct the parties as to the procedure to be followed, taking into account the proposals by the parties. CPR Rule 12.6(d).</p>
--	---	--	---

			The parties will have a reasonable opportunity to make factual and other presentations. CPR Rule 12.6(d).
CONDUCT OF PROCEEDINGS			
Arbitrator Powers	<p>Subject to the ICDR Rules, the 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. ICDR Article 22(1).</p> <p>The tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute. ICDR Article 22(2).</p>	<p>Subject to the JAMS Rules, the 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 reasonable opportunity to present its case. JAMS Article 20.1.</p> <p>The tribunal will conduct the proceedings with a view toward expediting resolution of the dispute. JAMS Article 20.1.</p> <p>The tribunal may decide whether the parties will present any written statements in addition to statements of claims and counterclaims and statements of defense, and will fix the periods of time for submitting any such statements. JAMS Article 20.2.</p>	<p>Subject to the CPR Rules, the tribunal may conduct the arbitration in such manner as it deems appropriate while giving each party a fair opportunity to present its case and according the parties equality of treatment. CPR Rule 9.1.</p> <p>The chair of the tribunal shall be responsible for the organization of arbitral conferences and hearings and arrangements with respect to the functioning of the tribunal. CPR Rule 9.1.</p> <p>The proceedings shall be conducted expeditiously. CPR Rule 9.2.</p>
TAKING OF EVIDENCE AND DISCLOSURE			
General Standards on the Taking of Evidence	The arbitral tribunal shall manage the exchange of information between the parties to maintain efficiency and economy. ICDR Article 24(1).	At any time during the proceedings, the tribunal may order parties to exchange and produce documents, exhibits, or other evidence it deems necessary or appropriate. JAMS Article 24.2.	The tribunal, in its discretion, may require the parties to produce evidence in addition to that initially offered. CPR Rule 12.3.

	<p>The parties shall exchange all documents upon which each intends to rely on a schedule set by the tribunal. ICDR Article 24(3).</p> <p>The tribunal may, upon application, require a party to disclose documents not otherwise available to the requesting party that are reasonably believed to exist and are relevant and material to the outcome of the case. Requests for documents shall contain a description of specific documents or classes of documents, along with an explanation of their relevance and materiality to the outcome of the case. ICDR Article 24(4).</p> <p>At any time during the proceedings, the tribunal may order the parties to produce documents, exhibits, or other evidence it deems necessary or appropriate. ICDR Article 22(5).</p> <p>The tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence. ICDR Article 22(7).</p>	<p>The tribunal may determine the time, manner, and form in which written exhibits are to be exchanged between the parties and presented to the tribunal. JAMS Article 24.3.</p> <p>The tribunal will determine the admissibility, relevance, materiality, and weight of the evidence offered by any party. JAMS Article 24.4.</p>	<p>The tribunal shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality, and weight of the evidence offered. CPR Rule 12.2.</p>
<p>Fact and Expert Witnesses</p>	<p>Unless otherwise agreed by the parties or directed by the tribunal, witness evidence should be presented in the form of written statements signed by them.</p> <p>Following a schedule set by the tribunal, each party shall notify the tribunal and the other parties of witnesses who have presented a witness statement whom it requests to examine.</p>	<p>The tribunal has the power to summon witnesses and to compel the production of relevant documents by summons, subpoena, or other compulsory processes where authorized to do so by the law of the location where the testimony of the witness is to be heard, or the production of documents is to be made, whether such location is at the seat of arbitration or in another location designated by the tribunal. JAMS Article 26.2.</p>	<p>Witness testimony may be presented in written and/or oral form as the tribunal may determine is appropriate. CPR Rule 12.2.</p> <p>The tribunal may appoint neutral experts whose testimony shall be subject to examination by the parties and the tribunal and rebuttal. CPR Rule 12.3.</p>

	<p>The tribunal may require any witness to appear at a hearing. Failing which, the tribunal may make such order it deems appropriate, including reducing the weight to be given to witness statements or disregarding such statements. ICDR Article 26(4).</p> <p>The tribunal may, after consulting the parties, appoint one or more independent experts to report to it in writing on issues designated by the tribunal and communicated to the parties. ICDR Article 28(1).</p>	<p>The tribunal can limit or refuse the appearance of any witness on grounds of redundancy and irrelevance. JAMS Article 26.3.</p> <p>In the tribunal's discretion, witness evidence may be presented in the form of witness statements signed by them. The presentation of witness testimony in such form can be made conditional upon the witnesses' appearance for cross-examination. JAMS Article 26.4.</p> <p>The tribunal, after consulting with the parties, may appoint one or more experts. Parties will be allowed to question such witnesses at hearings and comment on any reports. JAMS Article 26.7.</p>	
Depositions and Interrogatories	<p>Depositions, interrogatories, and requests to admit as developed for use in U.S. court procedures generally are not appropriate procedures for obtaining information. ICDR Article 24(10).</p>	N/A	N/A
Confidentiality and Privilege Standards	<p>The arbitral tribunal shall take into account applicable principles of privilege, such as those involving the confidentiality of communications between a lawyer and client.</p> <p>When the parties, their counsel, or their documents would be subject under applicable law to different rules, the tribunal should, to the extent possible, apply the same rule to all parties, giving preference to the rule that provides the highest level of protection. ICDR Article 25.</p>	<p>The tribunal will take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client. JAMS Article 24.4.</p>	<p>The tribunal shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality, and weight of the evidence offered. CPR Rule 12.2.</p>

CONDUCT OF HEARINGS			
<p>P r e h e a r i n g P r o c e d u r e s a n d S u b m i s s i o n s</p>	<p>The arbitral tribunal shall give the parties reasonable notice of the date, time, and place of any oral hearing. ICDR Article 26(1).</p> <p>At least 15 days before the hearings, each party shall give the tribunal and the other parties the names and contact information of any witnesses it intends to present, the subject of their testimony, and the languages in which such witnesses will give their testimony. ICDR Article 26(5).</p>	<p>The tribunal will fix the date, time, and place of any meetings and hearings on the arbitration, and will give the parties reasonable notice thereof. JAMS Article 23.2.</p> <p>In advance of any hearing, the tribunal may submit to the parties a list of questions that it wishes them to address with special attention. JAMS Article 23.3.</p> <p>Before any hearing, the tribunal may require either party to give notice of the identity of the witness it wishes to call, as well as of the subject matter of the witness's testimony and its relevance to the issues. JAMS Article 26.1.</p>	<p>To define the issues to be heard and determined, the tribunal may, inter alia, make prehearing orders for the arbitration and instruct the parties to file more detailed statements of claim and defense and prehearing memorandums. CPR Rule 9.4.</p> <p>The tribunal shall determine how the parties shall present their cases. Unless otherwise determined by the tribunal or agreed by the parties, the presentation of a party's case shall include the submission of a prehearing memorandum including:</p> <ul style="list-style-type: none"> • A statement of facts • A statement of each claim being asserted • A statement of the applicable law and authorities upon which the party relies • A statement of the relief requested, including the basis for any damages claimed –and–

			<ul style="list-style-type: none"> The evidence to be presented, including witness testimony <p>CPR Rule 12.1.</p>
Format of Hearing	<p>A hearing or a portion of a hearing may be held by video, audio, or other electronic means if the parties so agree or the tribunal so determines. ICDR Article 26(2).</p> <p>Hearings are private unless the parties agree otherwise or the law provides to the contrary. ICDR Article 26(6).</p>	<p>If either party so requests, the tribunal will hold hearings for the presentation of evidence by witnesses, including expert witnesses. In the absence of such a request, the tribunal will decide whether to hold such hearings or whether the proceedings will be conducted on the basis of the written record. JAMS Article 23.1.</p> <p>At the discretion of the tribunal, hearings may be conducted in person, by conference call, videoconference, or the use of technology that enables participants to be located in one or more geographical locations. JAMS Article 23.2.</p> <p>Hearings are private unless the parties agree otherwise or the law provides to the contrary. JAMS Article 23.4.</p> <p>If any of the parties, without valid excuse, fails to appear although duly summoned, the tribunal will have the power to proceed with the hearing. JAMS Article 23.5.</p>	<p>If either party so requests or the tribunal so directs, a hearing shall be held for the presentation of evidence and oral argument. Testimony may be presented in written and/or oral form as the tribunal may determine is appropriate. The tribunal is not required to apply the rules of evidence used in judicial proceedings. The tribunal shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality, and weight of the evidence offered. CPR Rule 12.2.</p>

<p>Witness Examination</p>	<p>The tribunal shall determine how witnesses are examined and who shall be present during witness examination. ICDR Article 26(3).</p> <p>Per a schedule set by the tribunal, each party shall notify the tribunal and the other parties of the names of any witnesses who have presented a witness statement whom it requests to examine. The tribunal may require any witness to appear at a hearing. If a witness whose appearance has been requested fails to appear without valid excuse as determined by the tribunal, the tribunal may make such order it deems appropriate, which may include reducing the weight to be given to the statement(s) or disregarding such statement(s). ICDR Article 26(4).</p>	<p>The tribunal will determine how witnesses are examined and may require any witness or witnesses to retire during the testimony of other witnesses. JAMS Article 23.4.</p> <p>The tribunal has discretion, on the grounds of redundancy and irrelevance, to limit or refuse the appearance of any witness, whether witness of fact or expert witness. JAMS Article 26.3.</p>	<p>The tribunal shall determine how witnesses are to be examined, including the need and arrangements for translation of any witness testimony in a language other than the language of the arbitration. The tribunal shall have the right to exclude witnesses from hearings during the testimony of other witnesses. CPR Rule 12.4.</p>
<p>Closure of Proceedings</p>	<p>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. ICDR Article 30(1).</p> <p>The tribunal on its own motion, or upon application of a party, may reopen the arbitral hearing at any time before the award is made. ICDR Article 30(2).</p>	<p>When it is satisfied that the parties have had a reasonable opportunity to present their cases, the tribunal will declare the proceedings closed. Thereafter, no further submission or argument may be made, or evidence produced unless requested or authorized by the tribunal. JAMS Article 29.1.</p>	<p>N/A</p>
<p>AWARDS, ORDERS, AND DECISIONS</p>			
<p>Arbitrator Power to Render Awards, Orders, and Decisions</p>	<p>The tribunal is empowered to render final awards, orders, decisions, and rulings, as well as interim, interlocutory, and partial awards. ICDR Article 32(1).</p>	<p>The tribunal is empowered to make interim, interlocutory, partial, partial final, and final awards. JAMS Article 30.3.</p>	<p>The tribunal may make final, interim, interlocutory, and partial orders or awards. CPR Rule 15.1.</p>

	All rulings must be made by a majority where there is more than one arbitrator. ICDR Article 32(2).	The tribunal will decide issues by a majority. The presiding arbitrator may decide an issue where there is no majority. JAMS Article 33.2.	When there are three arbitrators, the award must be made by a majority. CPR Rule 15.2.
Presiding Arbitrator Power to Make Procedural Rulings	The presiding arbitrator may make procedural orders, decisions, or rulings—subject to revision by the tribunal—if so empowered by the parties or tribunal. ICDR Article 32(3).	The presiding arbitrator may make procedural rulings if so empowered by the tribunal. JAMS Article 20.5.	N/A
Pre- and Post-Award Interest	The tribunal may award simple or compound pre-award and post-award interest it deems appropriate, taking the contract and any applicable law into consideration. ICDR Article 34(4).	The tribunal may award simple or compound pre-award and post-award interest from such date and at such rate it deems appropriate, taking into consideration the contract and applicable law. JAMS Article 34.7.	The tribunal may award simple or compound pre-award and post-award interest it deems appropriate, taking the contract and any applicable law into consideration. CPR Rule 10.6.
Form of Award	<p>The award must be made in writing and, unless the parties have agreed otherwise, must include the tribunal's reasoning. ICDR Article 33(1).</p> <p>The award must include the date the decision was rendered, contain the place of arbitration, and must be signed by all arbitrators. If an arbitrator does not sign, the award must be included or be accompanied by a statement of the reason for the absence. ICDR Article 33(2).</p> <p>The tribunal must submit a draft award to the administrator, who shall then communicate it to the parties. ICDR Article 33(3).</p> <p>The tribunal shall file or register the award pursuant to any applicable law. The parties</p>	<p>The award must be made in writing. Unless the parties have agreed otherwise, the award must include the tribunal's reasoning. JAMS Articles 34.1,34.2.</p> <p>The tribunal must submit a draft award to JAMS. JAMS may make suggestions as to form and substance and must approve the form. JAMS Article 34.3.</p> <p>The award must include the date the decision was rendered, contain the place of arbitration, and must be signed by all arbitrators. JAMS Article 34.4.</p> <p>The tribunal shall file or register the award pursuant to any applicable law. JAMS Article 34.5.</p>	<p>The award must be made in writing. Unless the parties have agreed otherwise, the award must include the tribunal's reasoning. CPR Rule 15.2.</p> <p>The award must include the date the decision was rendered and must be signed by at least a majority of the arbitrators. CPR Rule 15.2.</p> <p>The tribunal must submit a draft award to CPR for limited review and promptly suggest corrections to the tribunal. CPR Rule 15.4.</p>

	must notify the tribunal of any such requirements. ICDR Article 33(4).	A monetary award will be made in the currency of the contract unless the tribunal considers another currency more appropriate. JAMS Article 34.7.	The tribunal shall file or register the award pursuant to any applicable law. The parties must notify the tribunal of any such requirements. CPR Rule 15.5.
Timing of Final Award	Unless otherwise agreed by the parties, specified by law, or determined by the Administrator, a final award must be rendered no later than 60 days from the date of the closing of the hearing. ICDR Article 33(1).	In most circumstances, the dispute should be heard and be submitted to the tribunal for decision within nine months after the initial preliminary conference, and the final award should be rendered within three months thereafter. JAMS Article 33.1.	The final award should be rendered within two months after the close of the proceedings. CPR Rule 15.8(a).
Effect of the Award—Finality	The award is final and binding on the parties. ICDR Article 33(1).	The award is final and binding on the parties. JAMS Article 34.1.	The award is final and binding on the parties. CPR Rule 15.7. With respect to any interim, interlocutory, or partial award, the tribunal may state in its award whether or not the award is final for purposes of any judicial proceedings in connection therewith. CPR Rule 15.1.
Waiver of Post-Award Recourse	Unless they agree otherwise, the parties irrevocably waive their rights to any form of appeal, review, or recourse to any court or judicial authority, to the extent such a waiver is valid. ICDR Article 33(1).	N/A	N/A
COSTS OF ARBITRATION			
Arbitrator Power to Fix Costs	The tribunal shall fix the costs of arbitration in its award. Such costs may include: <ul style="list-style-type: none"> Fees and expenses of the arbitrators, including applicable taxes 	The tribunal will fix the costs of arbitration in its award. Such costs include: <ul style="list-style-type: none"> The tribunal's fees The filing fee and JAMS administrative fees 	The tribunal shall fix the costs of arbitration in its award. Such costs include: <ul style="list-style-type: none"> Fees and expenses of members of the tribunal

	<ul style="list-style-type: none"> • Costs of any assistance required by the tribunal • Fees and expenses of the administrator • Reasonable legal and other costs incurred by the parties • Costs incurred in connection with a request for interim or emergency relief • Costs incurred in connection with a request for consolidation –and– • Costs associated with information exchange <p>ICDR Article 37.</p>	<ul style="list-style-type: none"> • Fees and expenses of any expert appointed by the tribunal • Reasonable costs for legal representation of a successful party –and– • Costs incurred in connection with an application for interim or emergency relief <p>JAMS Articles 36.1, 36.4.</p>	<ul style="list-style-type: none"> • Costs of expert advice and other assistance engaged by the tribunal • Travel, translation, and other expenses of witnesses to such extent as the tribunal may deem appropriate • Costs for legal representation and assistance and experts incurred by a party to such extent as the tribunal may deem appropriate • CPR Administrative Fee for the arbitration • Costs of a transcript –and– • Costs of meeting and hearing facilities <p>CPR Rule 19.1.</p>
<p>Arbitrator Power to Allocate Costs</p>	<p>The tribunal may allocate costs among the parties if reasonable, taking into account the circumstances of the case. ICDR Article 37.</p>	<p>The tribunal may allocate costs among the parties if reasonable, taking into account the circumstances of the case. JAMS Article 36.4.</p>	<p>Unless the parties agree otherwise, the tribunal may apportion the costs of arbitration as it deems reasonable, taking into account the circumstances of the case, the conduct of the parties and their counsel during the proceeding, and the result of the arbitration. CPR Rule 19.2.</p>

<p>Arbitrator Fees and Expenses</p>	<p>Arbitrators' fees and expenses shall be reasonable, taking into account the circumstances of the case. ICDR Article 38(1).</p> <p>The administrator will designate an appropriate rate in consultation with the parties and arbitrators. ICDR Article 38(2).</p> <p>The administrator will decide any disputes regarding arbitrators' fees and expenses. ICDR Article 38(3).</p>	<p>Arbitrators' fees will be calculated by reference to work done in connection with the arbitration and charged at rates appropriate to the circumstances of the case. Article 36.2.</p>	<p>Arbitrators shall be compensated on a reasonable basis, including reasonable expenses. The CPR shall set an appropriate rate if there is a disagreement between the parties as to the rate. The parties are jointly and severally liable for these fees and expenses. Rule 17.1.</p>
<p>Deposits and Advances</p>	<p>The administrator may request that the parties deposit appropriate advances to cover the costs of the arbitration, including supplementary deposits. ICDR Articles 39(1)–(2).</p> <p>A party asserting a claim or counterclaim that fails to pay required fees or deposits is deemed to have withdrawn its claim or counterclaim. ICDR Article 39(3).</p> <p>Where deposits are not paid promptly and in full, the administrator shall inform the parties to allow one or more to make the required deposits. In such a case and upon request, the tribunal may make a separate award in favor of the payor for recovery of the deposit plus interest. ICDR Article 39(4).</p> <p>If no party is willing to make the requested deposits, the tribunal may order suspension or termination of the proceedings. The administrator may suspend or terminate the proceedings if the tribunal has not yet been constituted. ICDR Article 39(5).</p>	<p>The Administrator may direct the parties to make one or several deposits to be held by JAMS, which may be released to the tribunal, any tribunal-appointed expert, or JAMS. JAMS Article 35.2.</p> <p>If a party fails or refuses to provide a required deposit, JAMS may direct the other party to effect a substitute payment, subject to an award on costs. JAMS Article 35.3.</p> <p>The tribunal does not need to proceed with the arbitration unless JAMS has received the requisite funds. JAMS may order suspension or termination of the proceedings for nonpayment of any fees or expenses in full. JAMS Articles 35.3, 35.4</p> <p>Where a party asserting a claim or counterclaim fails to pay its deposit, the tribunal has discretion to deem that claim or counterclaim withdrawn. JAMS Article 35.5.</p> <p>After the final award has been rendered, JAMS will render an accounting to the parties of the deposits received and</p>	<p>The tribunal shall determine the necessary advances on the arbitrator fees and the CPR shall invoice the parties in equal shares, which may be subject to readjustment at any time. CPR Rule 17.2.</p> <p>If the requested advances are not paid in full within 20 days after receipt of the request, CPR shall so inform the parties and the proceeding may be suspended or terminated unless the other party pays the non-paying party's share, subject to any award on costs. CPR Rule 17.3.</p>

	<p>After the final award has been rendered, the administrator shall provide the parties with an accounting of the deposits received and return any unexpended balance. ICDR Article 39(6).</p>	<p>return any unexpended balance or collect any owing amount. JAMS Article 35.10.</p>	
INTERPRETATION AND CORRECTION OF AWARD			
Procedure	<p>The tribunal may, on its own initiative, interpret or correct the award, or make an additional award within 30 days of the date of the award. ICDR Article 36(3).</p> <p>Any party may request that the tribunal interpret or correct the award or make an additional award within 30 days after receipt of the award, with notice to the other party. The parties are responsible for all costs associated with such requests. ICDR Articles 36(1), 36(4).</p> <p>If the tribunal considers the request justified after considering the parties' contentions, it shall comply with the request within 30 days after receipt of the last submission pertaining to the request. ICDR Article 36(2).</p>	<p>The tribunal may, on its own initiative, correct the award within 30 days of the date of the award. JAMS Article 37.3.</p> <p>Any party may request that the tribunal interpret or correct the award or make an additional award within 30 days after receipt of the award, with notice to the other party. JAMS Article 37.1.</p> <p>If the tribunal considers the request justified after considering the parties' contentions, it shall comply with the request within 30 days after the request. JAMS Article 37.2.</p>	<p>The tribunal may, on its own initiative, correct the award or make an additional award within 20 days of the date of the award, or within 30 days after the receipt of a request from a party. CPR Rule 15.6.</p> <p>Any party may request that the tribunal interpret, correct the award, or make an additional award within 20 days after receipt of the award, with notice to the other party. CPR Rule 15.6.</p> <p>The tribunal shall make any clarification, correction, or additional award requested by either party that it deems justified within 30 days after receipt of such request. CPR Rule 15.6.</p>
Scope	<p>The award may be corrected as to any clerical, typographical, or computation error. ICDR Articles 36(1), 36(3).</p> <p>An additional award based on a request may be made as to claims, counterclaims, or</p>	<p>The award may be corrected as to any clerical, typographical, or computation error. JAMS Article 37.1.</p> <p>An additional award may be made as to claims presented but omitted from the award. JAMS Article 37.1.</p>	<p>The award may be corrected as to any clerical, typographical, or computation error, or error of a similar nature. CPR Rule 15.6.</p>

	presented but omitted from the award. ICDR Article 36(1). An additional award based on the tribunal's own initiative may be made as to claims presented but omitted from the award. ICDR Article 36(3).	An additional award may be made as to claims presented but omitted from the award. JAMS Article 37.1.	An additional award may be made as to claims presented but not determined in the award. CPR Rule 15.6.
--	--	---	--

Related Content

Practice Notes

- [International Arbitration: Key Features \(International\)](#)
- [Applicable Laws in International Arbitration](#)
- [Confidentiality in Arbitration \(International\)](#)
- [Document Production in Arbitration \(International\)](#)
- [Arbitration Costs \(International\)](#)
- [Arbitration Damages \(International\)](#)

Resource Kits

- [CPR Arbitration Resource Kit](#)
- [ICDR Arbitration Resource Kit](#)

Templates

- [Confidentiality Agreement in Arbitration \(International\)](#)
- [CPR-Administered Arbitration Notice of Defense with Counterclaims \(International\)](#)
- [ICDR Notice of Arbitration](#)
- [ICDR Answer with Counterclaims](#)

Checklists

- [CPR International Arbitration Flowchart](#)
- [International Arbitration: Comparing Arbitral Institutions Checklist \(International\)](#)
- [Electronic Evidence in Arbitration Checklist \(International\)](#)
- [Preliminary Conferences in International Arbitration Chart](#)

Lindsey D. Schmidt, Partner, Gibson, Dunn & Crutcher LLP

Lindsey D. Schmidt is a partner in the New York office of Gibson, Dunn & Crutcher and a member of Gibson Dunn's Litigation, International Arbitration and Judgment and Arbitral Award Enforcement Practice Groups.

Ms. Schmidt focuses her practice on international arbitration and has extensive experience in both international commercial arbitration and investor-state arbitrations. She has a wide range of experience in all areas of international arbitration, but particularly in disputes relating to mining, steel, telecommunications, insurance, aviation and financial services. She represents clients across the globe in a variety of arbitration proceedings, including those before the International Chamber of Commerce (ICC), the London Court of International Arbitration (LCIA) and International Centre for Settlement of Investment Disputes (ICSID).

Ms. Schmidt also has significant experience in complex litigation, and advises clients on pursuing complex and creative, multi-jurisdictional enforcement strategies of arbitral awards.

Ms. Schmidt was named a *Law360* 2020 "Rising Star" in the International Arbitration category and has been recognized by *The Best Lawyers in America*® as "One to Watch" in the area of Alternative Dispute Resolution. Ms. Schmidt was also part of the team named International Arbitration Team of the Year at the British Legal Awards 2020 for its work on the Ipek Interim Measures Award.

Ms. Schmidt worked in the firm's London office prior to joining the New York office, where she represented clients in the Grand Cayman Courts on international disputes arising out of alternative investments and investment management agreements, and involving English, Middle Eastern and offshore jurisdictions.

Ms. Schmidt earned her Juris Doctor in 2008 from Fordham University School of Law, where she served as Interschool Editor of the Fordham Moot Court Board and team captain of the Philip C. Jessup International Law Moot Court Competition. She was also a member of the *Fordham Urban Law Journal*. She received her Bachelor of Arts degree in Political Science with high honors from the Pennsylvania State University in 2001. She is admitted to practice law in the State of New York.

This document from Practical Guidance®, a comprehensive resource providing insight from leading practitioners, is reproduced with the permission of LexisNexis®. Practical Guidance includes coverage of the topics critical to practicing attorneys. For more information or to sign up for a free trial, visit [lexisnexis.com/practical-guidance](https://www.lexisnexis.com/practical-guidance). Reproduction of this material, in any form, is specifically prohibited without written consent from LexisNexis.