

ICC Rules 2026 and Other Rules – Compared

	ICC Rules 2026	ICC Rules 2021	SIAC Rules 2025	LCIA Rules 2020	HKIAC Rules 2024	SCC Rules 2023
Terms of Reference	Terms of Reference is no longer a mandatory step.	Arbitral tribunal is required to draw up a Terms of Reference as soon as it received the file from the Secretariat.	No express provision requiring a Terms of Reference.	No express provision requiring a Terms of Reference.	No express provision requiring a Terms of Reference.	No express provision requiring a Terms of Reference.
Early Determination	Pursuant to Article 30, a party may apply for early determination where claims or defences are manifestly without merit; or manifestly outside the arbitral tribunal’s jurisdiction.	No express provision for early determination.	A party may apply for early dismissal where a claim or defence is manifestly without legal merit; or manifestly outside the jurisdiction of the tribunal.	Tribunal has power to determine any claim or defence is manifestly outside the jurisdiction of the tribunal, or is inadmissible or manifestly without merit.	Tribunal may decide by way of early determination that points of law or fact are manifestly without merit; or manifestly outside the arbitral tribunal’s jurisdiction; or even if such law or fact is assumed to be correct, no award could be rendered in favour of that party.	A party may request for a matter to be dealt by summary procedure. A request for summary procedure may concern issues of jurisdiction, admissibility, or merits, and include assertions that (a) fact or law material to the outcome is manifestly unsustainable; (b) even if the facts or law alleged by the other party are true, no award could be rendered in favour of that party; or (c) for any other reason, a material fact or point of law is suitable for summary procedure.
Powers of Emergency Arbitrator to Issue Ex Parte Orders	Emergency Arbitrator provisions may apply to non-signatories (Article 1(2)(c) of Appendix IV). Emergency Arbitrator has the power to pass Preliminary Orders without notice to all other parties.	Emergency Arbitrator provisions apply only to signatories and successors to signatories (Article 29(5)). No express provision on Emergency Arbitrator’s powers to issue <i>ex-parte</i> orders.	Emergency Arbitrator procedures apply to parties (Schedule 1, paragraph 1). No express provision that Emergency Arbitration may include non-signatories. A party may file an application for appointment of Emergency Arbitrator and granting of interim measures without notice to other parties. (Schedule 1, paras 25-28).	Emergency Arbitrator procedures apply to parties (Article 9B). No express provision that Emergency Arbitration may include non-signatories. No express provision that Emergency Arbitrator may grant <i>ex-parte</i> orders. However, pursuant to Articles 9B, 9.7, the Emergency Arbitrator may conduct the emergency proceedings in any manner determined to be appropriate, and “if possible” provide the parties an opportunity to be consulted.	Emergency Arbitrator procedures apply to parties (Schedule 4, Paragraph 1). No express provision that Emergency Arbitration may include non-signatories. No express provision that Emergency Arbitrator may grant <i>ex-parte</i> orders.	No express provision that Emergency Arbitration may include non-signatories. No express provision on Emergency Arbitrator’s powers to issue <i>ex-parte</i> orders.
Expedited Arbitration	Expedited Procedure Provisions in Appendix V take precedence over any contrary terms of the arbitration agreement. Expedited Procedure Provisions shall apply if the amount in dispute is lower than the EPP Threshold Amount (US\$4 million if the arbitration agreement is on or after 1 June 2026). Highly Expedited Arbitration Provisions (HEAP) only apply if all the parties agree. Under this framework, an award is to be passed within 3 months of the initial CMC.	Expedited Procedure Provisions take precedence over any contrary terms of the arbitration agreement. _ Expedited Procedure Provisions shall apply if the amount in dispute is lower than the EPP Threshold Amount (US\$3 million if the arbitration agreement under the Rules was concluded on or after 1 January 2021.) No express provision for HEAP.	Expedited Procedure does not apply automatically based on claim value. It applies following an application made to the Registrar under Rule 14. No express provision similar to HEAP.	No express provision on expedited procedures (save for Expedited Formation of Arbitral Tribunal) or HEAP.	Expedited Procedure does not apply automatically based on claim value, but is available upon an application made by a party. No express provision similar to HEAP.	Expedited Procedure is available but does not apply automatically.

Time limits for Final Awards	Under Article 28, after the end of the final hearing, the tribunal will inform the parties of when it intends to render the Award. Per Article 34, there is no set time limit for the Final Award, and the President shall fix the time limit.	Under Article 31, the tribunal is required to render its final award within six months from the date of the Terms of Reference.	The tribunal shall submit the draft award to the SIAC Secretariat no later than 90 days from the date of the last directed oral or written submissions, unless the Registrar determines otherwise.	The Arbitral Tribunal shall seek to make its final award as soon as reasonably possible and shall endeavour to do so no later than three months following the last submission from the parties.	The date of rendering the award should be no later than three months from the date when the tribunal declares the entire proceedings, or the relevant phase of the proceedings, closed.	The final award shall be made no later than six months from the date the case was referred to the Arbitral Tribunal pursuant to Article 22. The Board may extend this time limit upon a reasoned request from the Arbitral Tribunal or if otherwise deemed necessary.
Correction of Typographical Errors (or errors in similar nature) in Final Awards	Pursuant to Article 39(1), the arbitral tribunal must seek parties’ comments before making any corrections on clerical, computational or typographical error, or any errors of similar nature. The time for this exercise is within 45 days from notification of the award by the Secretariat.	The arbitral tribunal can correct errors on its own initiative, within 30 days from notification of the award by the Secretariat and need not obtain comments from the parties.	The Tribunal may correct any computational, clerical or typographical errors or any errors of similar nature on its own initiative within 30 days from the date of receipt of the award.	The Tribunal may correct any computational, clerical or typographical error in the award upon its own initiative after consulting the parties. This correction should take place within 28 days.	The arbitral tribunal may within 30 days after the date of the award make any clerical, typographical or computational corrections on its own initiative.	The Arbitral Tribunal may correct any clerical, typographical or computational error on its own motion within 30 days of the date of an award.
Arbitrator’s Disclosure Obligations	Arbitrators are required to disclose of any facts or circumstances which might call into question the arbitrator’s independence. Any doubts the arbitrator may have are to be resolved in favour of disclosure. Article 12(4) clarifies that disclosure, by itself, will not establish a lack of independence. To assist arbitrators, parties are required to submit a list of persons and entities which they believe the prospective arbitrators and arbitrators should consider and the reasons thereof.	Arbitrators are required to disclose any facts or circumstances which might call into question the arbitrator’s independence. No express provision in the Rules that any doubts the arbitrator may have on disclosure shall be resolved in favour of disclosure. No express provision in the Rules that a disclosure does not by itself establish a lack of independence or impartiality. No express provision in the Rules that parties must submit a list of persons or entities they believe the arbitrator should consider.	Arbitrators shall disclose any circumstances which may give rise to justifiable doubts as to their impartiality or independence. No express provision that any doubts the arbitrator may have on disclosure shall be resolved in favour of disclosure. No express provision that a disclosure does not by itself establish a lack of independence or impartiality. No express provision that parties must submit a list of persons or entities they believe the arbitrator should consider.	Arbitrators shall disclose any circumstances known to them which are likely to give rise in the mind of any party to any justifiable doubts as to his or her impartiality or independence and, if so, specifying in full such circumstances in their declaration. No express provision that any doubts the arbitrator may have on disclosure shall be resolved in favour of disclosure. No express provision that a disclosure does not by itself establish a lack of independence or impartiality. No express provision that parties must submit a list of persons or entities they believe the arbitrator should consider.	Arbitrators shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. No express provision that any doubts the arbitrator may have on disclosure shall be resolved in favour of disclosure. No express provision that a disclosure does not by itself establish a lack of independence or impartiality. No express provision that parties must submit a list of persons or entities they believe the arbitrator should consider.	Arbitrators shall disclose any circumstances that may give rise to justifiable doubts as to his impartiality or independence. No express provision that any doubts the arbitrator may have on disclosure shall be resolved in favour of disclosure. No express provision that a disclosure does not by itself establish a lack of independence or impartiality. No express provision that parties must submit a list of persons or entities they believe the arbitrator should consider.