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[ARTICLES]

THE 2017 ICC EXPEDITED RULES: INCREASING SPEED AND COST-EFFICIENCY IN ICC ARBITRATIONS

By Carolina Pitta e Cunha

Introduction

I. In March this year the International Chamber of Commerce (ICC) amended its 2012 Rules of Arbitration and released a new "Note to Parties and Arbitral Tribunals on the Conduct of Arbitration under the ICC Rules of Arbitration" (hereinafter the "ICC Note on the Conduct of Arbitration"). The revised Rules[1] entered into force on 1 March 2017. They were established with the aim of further increasing efficiency and transparency in ICC arbitrations.

The 2017 amendments to the Rules include a reduction of the time limit for establishing the Terms of Reference from two months to 30 days[2], the amendment of Article 11(4), with the consequence that the ICC may now communicate reasons for its decisions on the appointment, confirmation, challenge or replacement of arbitrators, and the introduction of a new expedited procedure under Article 30 and Appendix VI to the Rules (collectively referred to as the "Expedited Procedure Provisions").

As stated in the Foreword to the Rules, the most significant of the 2017 amendments is the introduction of a **new expedited procedure with a reduced scale of fees**[3]. The new procedure seeks to address the stated concerns of users about time and costs of international arbitration.

II. This is not, however, the first initiative adopted by the ICC to promote speed and cost-efficiency in ICC arbitrations.

In 2007 the ICC Commission on Arbitration (as it was then known) launched a report setting out a number of techniques for controlling time and costs in arbitration, which would later be incorporated into the 2012 ICC Rules of Arbitration, namely in Articles 22 and 24 and in Appendix IV to the Rules (still in force).

Following the 2012 amendments, in that same year, the ICC Commission on Arbitration and ADR published a second edition of the report on "Controlling Time and Costs in Arbitration", with a further explanation of the case management techniques set out in Appendix IV to the Rules, as well as additional techniques to

assist parties and arbitral tribunals with the task of establishing the procedural framework applicable to arbitrations conducted under the Rules.

Thus, the ICC has long been committed to increasing speed and cost-efficiency in its arbitrations, having already implemented a number of "effective" measures towards that end.

III. That being said, costs and delays continue to be the cause of great concern to users of international arbitration with the majority of respondents to a 2015 survey still regarding costs and lack of speed as being among the worst characteristics of international arbitration[4].

The question then arises as to whether the new expedited procedure implemented under the 2017 amendments will effectively respond to the challenges associated with time and costs in international arbitration, thus providing its users with a faster and less expensive mechanism of dispute resolution and maximising the advantages of international arbitration.

Scope of application of the Expedited Procedure Provisions

IV. Pursuant to the newest version of the ICC Rules of Arbitration, the new expedited procedure will be **applicable to all cases where the amount in dispute does not exceed USD 2,000,000**[5].

This will be the case even if one of the parties rejects the application of the Expedited Procedure Provisions, provided that the arbitration agreement is concluded after the date on which the provisions entered into force (1 March 2017), the parties do not – by agreement – opt out of the expedited procedure and the ICC does not determine that it is inappropriate in the circumstances of the case to apply the Expedited Procedure Provisions[6].

Thus, unless the parties expressly exclude the application of the Expedited Procedure Provisions, these rules will in principle apply to all cases where the amount in dispute does not exceed USD 2,000,000.

V. The introduction of an expedited procedure for "small claims" or "lower value cases" is not new. Before the ICC, other arbitral institutions had adopted similar rules[7].

What is radically different between the rules adopted by different institutions is the concept of a "small claim", as well as the way in which their application can be triggered, automatically or on an opt-in basis.

For instance, under the ICDR Arbitration Rules, the expedited procedures established therein shall only apply automatically to cases where no disclosed claim or counterclaim exceeds USD 250,000[8] and, pursuant to the Swiss Rules of International Arbitration, its expedited procedure provisions shall apply in all cases where the amount in dispute does not exceed CHF 1'000'000[9] (approximately, one half of the amount established in the ICC Rules of Arbitration[10]). Thus, the amount of USD 2,000,000 adopted by the ICC Rules may be considered relatively high compared with the thresholds applied by these institutions.

By contrast, the SIAC Rules set an even higher ceiling, corresponding to approximately USD 4.3 million[11]; and some rules do not provide any threshold at all, such rules being only applicable on an opt-in basis[12].

VI. The dissimilarity between the values used by different institutions to define the scope of application of their expedited procedures shows that there is no consensus regarding the concept of "small claims", which in turn may lead to questions as to whether it is right to subject all disputes relating to contracts making reference to ICC arbitration (or the rules of any other arbitral institution) to the same value threshold. Indeed, while a claim in the amount of USD 1,500,000 may be perceived by the average American company as a relatively small claim, the average company in Portugal, e.g., would likely perceive such a claim as a "large claim"; and yet, the expedited procedure provided in the ICC Rules for "lower value cases" will automatically apply to *any* arbitration where the amount in dispute does not exceed USD 2,000,000 and the parties have not expressly excluded the application of the Expedited Procedure Provisions[13].

Another point of criticism regarding the application of a value criterion for the purpose of determining the automatic applicability of the Expedited Procedure Provisions is the fact that the value of a dispute does not necessarily correlate with its complexity[14].

With regard to the above-mentioned considerations, it should first be noted that, while the financial capacity of a party may be a good indicator of the way in which that party perceives its disputes (and the kind of procedure it expects to be applied to the resolution of those disputes), that is in no way a good indicator of the objective complexity of a dispute, which is what must be relevant in determining the appropriate rules of procedure.

Of course, the amount in dispute may not *always* be representative of its complexity. That is, however, sufficiently taken into account by the Rules, which provide that the ICC Court may at any time during the arbitral proceedings determine that it is inappropriate *in the circumstances* to apply the Expedited Procedure Provisions[15].

The parties' expectations are also not jeopardised by the automatic application of the Expedited Procedure Provisions to claims under a certain value, since the parties can always agree to opt out of the expedited procedure[16] or request the ICC Court to exclude the application of those Provisions[17]. Moreover, and although the ICC Rules do not expressly mention this possibility, it also seems reasonable that parties who wish to set a lower limit for the application of the Expedited Procedure Provisions may do so, by inserting an express clause to that end in their arbitration agreement.

VII. Another thing that should be carefully considered by the parties with regard to the amount in dispute, is the moment at

which the ICC Secretariat will establish such amount.

Pursuant to Article 30(2)(a) of the Rules and Article 1(3) of Appendix, the relevant time for determining the amount in dispute, is the moment of receipt of the respondent's Answer to the Request for Arbitration or the moment of expiry of the time limit for submitting the Answer. The new version of the ICC Note on the Conduct of Arbitration further clarifies that, when deciding whether to apply the Expedited Procedure Provisions at this moment, the Secretariat will consider the amounts of any quantified claims and counterclaims, as well as the estimated value of any non-monetary claims and counterclaims, indicated in the claimant's Request for Arbitration, in the respondent's Answer to the Request, and in any other submissions made by the parties pursuant to Articles 7 and 8 of the Rules[18].

This is important for the parties, since the way in which they quantify their claims at this stage of the proceedings will ultimately determine the application, or non-application, of the Expedited Procedure Provisions.

From another perspective, the rule that the Secretariat must consider the quantifications and estimates submitted by the parties brings with it the risk that the parties might seek to circumvent the application of the Expedited Procedure Provisions by artificially inflating the value of their claims.

Taking that risk into account, the ICC Note on the Conduct of Arbitration provides that, when deciding the costs of an arbitration pursuant to Article 38(5) of the Rules, the arbitral tribunal may consider whether a party inflated the value of its claims in order to prevent the Expedited Procedure Provisions from applying, which may indeed constitute an effective deterrent against such conduct.

VIII. Finally, the Expedited Procedure Rules shall also apply, irrespective of the amount in dispute, **if the parties so agree** in their arbitration agreement or in a subsequent agreement[19].

Although the ICC Expedited Rules were specially intended to apply to "lower value cases", parties might deem it appropriate to apply the new streamlined procedure to all or specific claims arising out of our in connection with their contracts. This may be the case, for example, where a particular dispute requires a faster resolution that that which would generally be provided under the general rules.

Constitution of the arbitral tribunal

IX. The first procedural rule established under the Expedited Procedure Provisions concerns the constitution of the arbitral tribunal. Pursuant to Article 2(1) of Appendix VI, the Court may appoint a sole arbitrator, "notwithstanding any contrary provision of the arbitration agreement".

The rule established in Article 2(1) is in line with Article 30(1) of the new version of the ICC Rules. Pursuant to the latter provision, by agreeing to arbitration under the Rules, the parties agree that any terms of their arbitration agreement shall be subject to the Expedited Procedure Provisions if these rules apply.

Thus, where the Expedited Procedure Provisions apply, the Court will have discretion to appoint the number of arbitrators it deems appropriate, regardless of whether the parties referred to a three-member tribunal in their arbitration agreement.

This will certainly be the case if the parties have adopted the following clause and the Expedited Procedure applies on an automatic basis: "*All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules*".

It is not so clear, however, what the Court will do in a situation where the Expedited Procedure Provisions are only applicable by virtue of the parties' agreement, and this agreement also refers to a three-member tribunal (e.g., "*All disputes arising out of or in connection with the present contract shall be finally settled under the Expedited Procedure Provisions of the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with Article 12 of said Rules*"). Would the Court be entitled to appoint a sole arbitrator in that case? Or would it be compelled to appoint a three-member tribunal?

Given the wording of Article 30(1) of the Rules and Article 2(1) of Appendix VI, it is likely that the Court would still be empowered to appoint a sole arbitrator, if it deemed appropriate to do so. Indeed, what the Court should do in a situation like that (as in the face of any objection by the parties to the application of the expedited procedure) is to ask itself whether, and to what extent, it is appropriate *in the circumstances* to apply the Expedited Procedure Provisions.

That being said, parties must also be aware that they cannot expect to agree on the application of the Expedited Procedure Provisions for the purpose of being entitled to a reduced scale of fees and have their dispute decided by a three-member tribunal or with recourse to the same procedure as would be applicable under the general rules.

Thus, it is recommended that parties who wish their disputes to be decided by three arbitrators exclude the application of the Expedited Procedure Provisions in their agreement as well as making reference to a three-member tribunal.

X. Finally, it must be noted that the appointment of a sole arbitrator was already the general rule under Article 12 of the ICC Rules of Arbitration and one of the recommendations set out in the 2007 and 2012 editions of the ICC Commission Report on "Controlling Time and Costs in Arbitration".

However, under Article 12(2) of the Rules, the Court is only allowed to appoint a sole arbitrator where the parties have not agreed upon the number of arbitrators and the recommendation to use a sole arbitrator included in the ICC Commission Reports is just that – a mere recommendation, subject to the parties' agreement.

Hence, what is new about the Expedited Procedure Rules

is not so much the preference for the appointment of a sole arbitrator, but rather the power of the ICC Court to appoint a sole arbitrator even where the parties want their dispute to be decided by a three-member tribunal.

Procedural aspects of the expedited procedure, including the time limit for rendering the award

XI. As regards the conduct of arbitral proceedings by the arbitral tribunal, Article 3 of Appendix VI starts by establishing that "**Article 23 of the Rules shall not apply**"[20]. According to this latter provision – only applicable to ICC arbitrations conducted under the general rules – Terms of Reference are mandatory and must be established within 30 days of the date the file has been transmitted to the arbitral tribunal.

In so far as the Terms of Reference must include a summary of the parties' claims and the relief sought by each party[21], the preparation of this document can be a valuable tool in assisting arbitral tribunals with the task of identifying the key issues to be decided for the purpose of establishing the procedural measures to be adopted in each case. Moreover, the establishment of the Terms of Reference between the parties and the arbitral tribunal and the transmission of this document to the ICC Court could be of help to the parties, the arbitral tribunal and the ICC Court in assessing the appropriateness of the expedited procedure in "dubious cases" and avoiding potential later requests for the disapplication of those rules.

Thus, Article 3(1) of Appendix VI should not be interpreted as prohibiting arbitral tribunals constituted under the Expedited Procedure Rules from drafting a similar document or requiring the parties to agree on certain terms of their dispute on or before the case management conference, but merely as allowing arbitral tribunals to decide, on a case by case basis, whether such a document would be useful – or whether, on the contrary, it could cause unjustified delay in the proceedings.

XII. Article 3 further establishes that, "**[a]fter the arbitral tribunal has been constituted, no party shall make new claims**, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances"[22].

Article 3(2) is similar to Article 23(4) in that it also allows for the possibility of requesting the arbitral tribunal to make new claims, under specific circumstances. However, given the fact that Terms of Reference are not mandatory in the Expedited Procedure and that the ICC may have to decide the applicability of the Expedited Provisions (and the constitution of the arbitral tribunal) on the basis of the quantifications and estimates of the parties' claims, the rule in arbitrations conducted under this procedure shall be that parties shall make no new claims after the constitution of the arbitral tribunal.

In this regard, it should be noted that in cases where the application of the Expedited Procedure results from the "amount in dispute", arbitral tribunals may take a more restrictive approach in assessing requests for new claims after the constitution of the arbitral tribunal. This will be particularly the case where the new claims brought by the parties amount to a total value in excess of USD 2,000,000.

XIII. As to other procedural measures, Article 3 provides, as a general rule, that "[t]he arbitral tribunal shall have **discretion to adopt such procedural measures as it considers appropriate**", further specifying that the arbitral tribunal may, **after consulting the parties**:

a) Decide not to allow requests for document production[23];

b) Limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts)[24]; and

c) Decide the case solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts[25].

If we go through each of the abovementioned measures, we will see that none of them are, in fact, new, being already contemplated under the 2012 version of the Rules and/or the ICC Commission Report on "Controlling Time and Costs in Arbitration":

a) The possibility of avoiding requests for the production of documents has been since 2012 included in the list of case management techniques described in Appendix IV to the Rules;

b) Also in that list is the possibility of limiting the length and scope of written submissions and

c) Article 25(6) of the 2012 Rules, still in force, provides that arbitral tribunals "may decide the case solely on the documents submitted by the parties".

Also not new is the possibility of using telephone and video conference for hearings, already suggested under Appendix IV to the Rules.

What, then, will be the difference between the procedure followed in a normal arbitration conducted under the general rules, and the new Expedited Procedure? How is this new procedure intended to bring more speed and cost-efficiency into ICC arbitrations?

XIV. The difference lies, not on the substance of the measures in question – which, as we have seen, are nothing new –, but simply on the potential for application of those measures, or in other words, the margin of discretion granted to arbitral tribunals to apply those measures.

Pursuant to Article 22(2) of the 2012 ICC Rules of Arbitration – which will still be applicable to any arbitration not falling within the scope of the Expedited Procedure Provisions –, "the arbitral tribunal (…) may adopt such procedural measures as it considers appropriate, *provided that they are not contrary to*

any agreement of the parties". And, pursuant to Article 26(5), "[t]he arbitral tribunal may decide the case solely on the documents submitted by the parties *unless any of the parties request a hearing*".

On the contrary, under the Expedited Procedure Provisions, an arbitral tribunal might have to consult the parties before deciding to implement those measures, but will ultimately not be bound by the parties' contrary agreement.

The large margin of discretion granted to arbitral tribunals under the Expedited Rules might, indeed, be a key factor – if not the key factor – in promoting speed and efficiency in arbitrations conducted under the new rules, in so far as it will allow for an effective implementation of the cost-efficiency measures already provided by the ICC.

XV. As to the **time limit for rendering the award**, Article 4 of Appendix VI provides, as a general rule, that the final award must be made within six months from the date of the case management conference, further adding that "[t]he Court may extend the time limit pursuant to Article 31(2) of the Rules", that is, upon "a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so".

The 2012 ICC Rules of Arbitration also establish a six-month time limit for rendering the award[26]. However, under the general rules, the Court may fix a different time limit, based upon the procedural timetable established by the parties and the arbitral tribunal on or after the case management conference.

The Expedited Procedure Provisions do not provide parties and arbitral tribunals with the possibility of submitting a new timetable to the Court, the only exception to the general rule being the case in which the arbitral tribunal submits a "reasoned request" to the Court or the Court decides on its own initiative that it is "necessary" to grant an extension.

The 2017 version of the ICC Note on the Conduct of Arbitration is particularly clear in this respect, expressly stating that the Court expects arbitral tribunals acting under the Expedited Procedural Provisions to conduct the procedure in order for the six-month time limit to be effectively complied with, with no need for extensions[27].

Thus, it remains to be seen in which situations the Court will be willing to grant extensions – on the basis of "a reasoned request from the arbitral tribunal" or because "it is necessary to do so" – and in which situations the Court will decide that the failure of the arbitral tribunal to render the award within the applicable time limit should justify a decision that the Expedited Procedure Provisions shall no longer apply to the case (under Article 1(4) of the Expedited Procedure Rules).

Final thoughts

XVI. The powers granted to the ICC Court and to arbitral tribunals with respect to the constitution of the arbitral tribunal and the conduct of proceedings under the new rules, might be seen by "losing parties" as a potential ground to challenge the recognition and enforcement of arbitral awards made under the Expedited Procedure Provisions.

Under the New York Convention[28] an award may be refused recognition and enforcement if "the arbitral procedure was not in accordance with the agreement of the parties" (Article V(1)(d)), and the same holds true under the UNICTRAL Model Law[29], which explicitly refers to "the composition of the arbitral tribunal" as a ground for setting aside or refusing recognition and enforcement of arbitral awards (Articles 34(2)(a)(iv) and 36(1)(a)(iv)).

How, then, should national courts deal with applications to set aside or refuse recognition and enforcement of arbitral awards on such grounds? Should the new Expedited Provisions be regarded as an illegitimate limitation to party autonomy in international arbitration?

XVII. The Expedited Procedure Provisions are as of 1 March 2017, part of the ICC Rules of Arbitration, which, not having been enacted by national legislation, will only be applicable where the parties to a certain dispute have expressly agreed on their application, *v.g.* by making reference to ICC arbitration in their agreement.

By agreeing to ICC arbitration, the parties choose to apply the ICC Rules of Arbitration in their entirety – including the newly amended Article 30 and the rules set forth in the Appendices to the Rules. A different conclusion would not be reasonable, since Article 30 and Appendix VI are no different from the other rules contained in the ICC Rules.

Hence, by agreeing to arbitration under the ICC Rules, the parties also agree that "Article 30 and the Expedited Procedure Rules set forth in Appendix VI (…) shall take precedence over any terms of the arbitration agreement", as provided by Article 30 of said Rules.

Accurately speaking, the power granted to the ICC Court to appoint a sole arbitrator where the parties' arbitration agreement provides for a three-member tribunal cannot be described as "contrary" to the arbitration agreement – if and to the extent that this agreement provides for the application of the ICC Rules of Arbitration, which in turn provide that the Court shall have the power to appoint a sole arbitrator "notwithstanding any contrary provision of the arbitration agreement" (Article 2(1) of Appendix VI to the Rules).

This was exactly the stance taken by the Singapore High Court in a case where it had to decide whether an award made under the SIAC Rules could be set aside under Article 34(2)(a)(iv) in that the composition on the arbitral tribunal (i.e., the appointment of one arbitrator instead of three) or the arbitral procedure (i.e., the Expedited Procedure) was not in accordance with the parties' agreement, which expressly provided for a three-member tribunal. As put by the Court in that case:

"A commercially sensible approach to interpreting the parties' arbitration agreement would be to recognise that the SIAC President does

not have discretion to appoint a sole arbitrator. Otherwise, regardless of the complexity of the dispute or the quantum involved, a sole arbitrator can never be appointed to hear the dispute notwithstanding the incorporation of the SIAC Rules 2010 which provide for the tribunal to be constituted by a sole arbitrator when the Expedited Procedure is invoked. That would be an odd outcome, especially since the [challenging party] *appears to accept that the Expedited Procedure provision is no different from any other procedural rule contained in the SIAC Rules 2010"*[30].

That case had the particularity that the parties' contract and the arbitration agreement had been entered into before the SIAC's Expedited Procedure provision entered into force. Notwithstanding, the Singapore High Court decided to uphold the award, stating that *nothing suggested that the SIAC President had not taken that fact into account* when he decided to allow the claimant's application for the arbitration to be conducted under the Expedited Procedure[31].

Although the application of ICC Expedited Procedure could never be attacked on these grounds, since the ICC Expedited Procedure Provisions may only apply automatically where the arbitration agreement was concluded after the date on which those provisions entered into force, that part of the Singapore High Court's decision gives us another clue on how national courts should deal with potential challenges to awards made under the Expedited Procedure Provisions…

XVIII. … When faced with an application to set aside an award on the ground that the application of the Expedited Procedure Provisions was not in accordance with the parties' agreement, national courts should consider the following factors, inevitably leading to the dismissal of those challenges:

(i) Parties who in fact did not wish to be subject to the (automatic) applicability of the Expedited Procedure Provisions could have agreed to opt out of those provisions in their arbitration agreement or anytime thereafter, during the arbitral proceedings[32];

(ii) Each of the parties might, on its own, object to the applicability of the Expedited Procedure Provisions upon request to the ICC Court, during the arbitral proceedings[33];

(iii) The ICC Court might, at any time during the arbitral proceedings, determine that it was inappropriate in the circumstances to apply the Expedited Procedure Provisions[34].

Hence, if the parties did not exclude the application of the Expedited Procedure Provisions and the ICC Court – having to determine the applicability of those provisions, on its own motion or upon request of any party – decided that it was, indeed, appropriate to apply the Expedited Procedure Provisions, it is only right to assume that the arbitral procedure was in accordance with the parties' agreement and the complexity of the case.

In this respect, it should be clarified that when having to decide a party's request for the exclusion of the Expedited Procedure Provisions, the ICC Court will likely not be focused on cost-efficiency concerns, but rather with determining *(i)* whether the parties agreed on the application of those provisions and *(ii)* whether it is appropriate "in the circumstances" to apply the Expedited Procedure Provisions.

When determining whether the parties agreed on the application of those provisions, it shall be presumed that any party who agreed on the application of the ICC Rules of Arbitration, without excluding the application of the Expedited Procedure Provisions, wanted those provisions, in fact, to apply. But, it should also be noted that the ICC Court lacks any incentives to determine the application of cost-efficiency measures against the parties' intentions as expressed in their arbitration agreement.

Importantly, when called to decide the application of the Expedited Procedure Provisions, the ICC Court will be especially concerned with assessing whether it is appropriate, in the circumstances of the case, to apply those provisions, as well as with making every effort to ensure that the award is enforceable at law (Article 42 of the ICC Rules).

XIX. In light of the above, it should be concluded that there is in principle no reason to regard the new ICC Expedited Rules as an illegitimate limitation to party autonomy, or to attack the application of those provisions for being contrary to the parties' arbitration agreement.

The Expedited Procedure Provisions provide parties with the safeguards necessary to ensure *(i)* compliance with the parties' agreement (as it should be interpreted) and *(ii)* the application of the most appropriate procedure to their dispute, *at the same time as* providing the ICC Court and arbitral tribunals with the necessary discretion to ensure the effective implementation of such measures as may be necessary to effectively increase speed and cost-efficiency in international arbitration.

Carolina Pitta e Cunha

1 Rules of Arbitration of the International Chamber of Commerce (2012, amended 1 March 2017).
2 Article 23(2) of the ICC Rules.
3 Although the basis for calculation of the administrative expenses will be the same applicable to arbitrations conducted under the general rules, the arbitrator's fees, in cases conducted under the Expedited Procedure Provisions, will be 20% less than under the general scales (Article 4(2) of Appendix VI, and Appendix III to the ICC Rules).
4 Queen Mary University of London, *2015 International Arbitration Survey: Improvements and Innovations in International Arbitration*, 7 <http://www.arbitration.qmul.ac.uk/research/2015/> accessed 5 June 2017.
5 Article 30(2)(a) of the ICC Rules and Article 1(2) of Appendix VI to the Rules.
6 Article 30(3) of the ICC Rules.
7 E.g., the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association (AAA), the Swiss Chambers' Arbitration Institution (SCAI) and the Singapore International Arbitration Centre (SIAC).
8 Article 1(4) of the ICDR Arbitration Rules (amended and effective 1 June 2014).
9 Article 42 of the Swiss Rules of International Arbitration, adopted by the SCAI (1 June 2012).
10 At the conversion rate applicable on 5 June 2017.
11 Rule 5.1(a) of the SIAC Arbitration Rules (6th Edition, 1 August 2016). Conversion date: 5 June 2017.
12 This is the case of the Supplementary Rules for Expedited Proceedings (SREP) of the German Institution of Arbitration (DIS) (April 2008).
13 Note, e.g., that under the Fast Track Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce (effective 1 March 2016), those rules will only be automatically applicable where the amount in dispute does not exceed 200.000 € (Article 3(2)).
14 Queen Mary University of London, *2015 International Arbitration Survey: Improvements and Innovations in International Arbitration* (n 3), 26.
15 Article 30(3)(c) of the ICC Rules and Article 1(4) of Appendix VI to the Rules.
16 Article 1(3)(b) of Appendix VI to the Rules and ICC Note on the Conduct of Arbitration, p. 10.
17 Article 30(3)(c) of the ICC Rules and Article 1(4) of Appendix VI to the Rules.
18 ICC Note on the Conduct of Arbitration, p. 11.
19 Article 30(3)(b) of the ICC Rules.
20 Article 3(1) of Appendix VI to the ICC Rules.
21 Article 23(1) of the ICC Rules of Arbitration.
22 Article 3(2) of Appendix VI to the ICC Rules.
23 Article 3(4) of Appendix VI to the ICC Rules.
24 Article 3(4) of Appendix VI to the ICC Rules.
25 Article 3(5) of Appendix VI to the ICC Rules.
26 Article 31(1) of the ICC Rules.
27 ICC Note on the Conduct of Arbitration, p. 13.
28 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (opened for signature 10 June 1958, entered into force 7 June 1959) 330 UNTS 38.
29 UNCITRAL Model Law on International Commercial Arbitration (1985, amended in 2006).
30 AQZ v ARA [2015] SGHC 49, 132.
31 AQZ v ARA [2015] SGHC 49, 134.
32 Article 30(3)(b) of Appendix VI to the Rules and ICC Note on the Conduct of Arbitration, p. 10.
33 Article 30(3)(c) of the ICC Rules.
34 Article 30(3)(c) of the ICC Rules and Article 1(4) of Appendix VI to the Rules.

[BIOGRAPHIES]

PEDRO SOUSA UVA

Pedro Sousa Uva has over 12 years of experience. His practice is focused on Dispute Resolution, notably Arbitration, Litigation and Negotiation.

Pedro is a Graduate of the Lisbon Law School of the Portuguese Catholic University (2003). Pedro was admitted at the Portuguese Bar in 2006.

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Between 2009 and 2010, Pedro participated in the International Arbitration Group's Intern Program, in London, at Wilmer Cutler Pickering Hale and Dorr LLP.

Pedro is a former scholarship student of the Katolieke Universiteit Leuven, Belgium, where he pursued studies in International Arbitration (2001/2002). He completed with merits an LL.M in Comparative and International Dispute Resolution at Queen Mary University of London (2008/2009), where he focused on International Commercial Arbitration, International Trade and Investment Dispute Settlement and Alternative Dispute Resolution.

He is a member of the Portuguese Bar Association, a member of the Alumni & Friends of the School of International Arbitration (AFSIA), University of London. He is co-founder of AFSIA Portugal (created in June, 30 2010).

Pedro authored "A *Comparative Reflection on Challenge of Arbitral Awards Through the Lens of the Arbitrator's Duty of Impartiality and Independence*", American Review of International Arbitration, 20, 4, 2010, pages 479-511; He also co-authored: "*Getting the Deal Through - Arbitration 2016*", Portugal; 11th Edition, Pages 281 - 287 (ISSN 1750 – 9947); "*World Arbitration Reporter - 2nd Edition*", Jurisnet 2014; "*Interim Measures in International Arbitration* - Chapter 30 (Portugal), Jurisnet 2014; *"Portuguese Chamber of Commerce and Industry Arbitration Centre approves new institutional rules*", Arbitration News (International Bar Association), Volume 20, No. 1, March 2015, pages 81-83; "*As Diretrizes da IBA sobre Conflitos de Interesses na Arbitragem Internacional: 10 anos depois*", Estudos de Direito da Arbitragem em Homenagem a Mário Raposo, UNIVERSIDADE CATÓLICA EDITORA – Portuguese (ISBN: 9789725404492) and "*Portugal finally approves its new arbitration law*", Revue de Droit Des Affaires Internationales / International Business Law, no. 3, June 2012, Sweet & Maxwell.

Pedro co-Chairs the Sub40 Committee of the Portuguese Association of Arbitration (APA) since 2013 and is a member of its Ethics Council (Conselho de Deontologia). He participated in the 3rd Intensive Program for Arbitrators organized by the Portuguese Chamber of Commerce and Industry (April 2015).

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Gonçalo Malheiro is Junior Partner at PBBR Law Firm and co-head of its Litigation and Arbitration Department, currently acting as counsel in both ad hoc and institutional arbitration proceedings (domestic and international arbitration).

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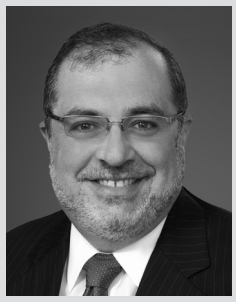
Gonçalo was Chairman of the Young Member Group of the Chartered Institute of Arbitrators.

Besides publishing in English and Portuguese on different arbitration subjects, Gonçalo is also Co-Founder of YAR - Young Arbitration Review.

Gonçalo published his LLM dissertation "Interim Measures in Arbitration Proceedings" (2008).

Gonçalo participated in the 1st Intensive Program for Arbitrators organized by the Portuguese Chamber of Commerce and Industry in 2003.

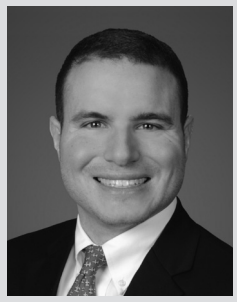


GENE M. BURD

Gene M. Burd is a partner at the Washington D.C. office of Arnall Golden Gregory LLP. He focuses his practice on complex and high stake international business disputes. He has a hands-on experience with the international principles of establishing jurisdiction in federal courts, establishing or defeating personal jurisdiction over foreign parties, securing stays of litigation based on international arbitration agreements, and applying the forum non conveniens and Foreign Sovereign Immunities in litigation involving foreign states and state-owned companies. He has represented clients in arbitrations under the rules of leading international institutions such as ICC, LCIA, LMAA, and UNCITRAL. Gene's clients include companies involved in natural resources, biotechnology, financial technology, and entertainment.

Gene is a graduate of Rutgers Law School where he had the honor to be on Dean's List for several semesters. He also attended the McGeorge School of Law – Salzburg University program in International Law -- one of the oldest international legal programs led by the U.S. Supreme Court Justice Antony Kennedy. Gene has a degree of the Masters of Science in Civil Engineering from Purdue University and an undergraduate degree from Polytechnic University in Tbilisi, Republic of Georgia. He is admitted to practice in the District of Columbia, Pennsylvania and New Jersey. Gene is fluent in Russian and Ukrainian.

Gene is a past co-chair of Russia/Eurasia Committee of the American Bar Association Section of International Law and a past co-chair of the International Law Committee of the Philadelphia Bar Association. He served as an adjunct professor at Rutgers Law School where he taught a course on international litigation in United States courts.



BRADFORD J. KELLEY

Brad is an associate with Arnall Golden Gregory LLP's Litigation Practice Group in Washington, D.C. He has extensive experience in litigation and other legal areas, including arbitration.

Prior to entering private practice, he was a judicial clerk for a federal judge on the United States District Court for the Western District of Louisiana. He graduated with Order of the Coif and magna cum laude honors from Louisiana State University Law Center, where he earned his law degree and a diploma in comparative law. During law school, he was an issue editor for the law review and a senior graduate editor for a law journal. While in law school, he also interned for a federal appellate judge on the United States Court of Appeals for the Fifth Circuit.

Before law school, Brad served in the United States Army and spent several years as an infantry and intelligence officer, including a combat tour in Iraq. In college, he earned a triple major in International Studies, Political Science, and History, and a minor in Sociology; he graduated with Phi Beta Kappa and summa cum laude honors. He has written over a dozen law review articles and newspaper articles.

J. OLE JENSEN

Ole is a research fellow and PhD candidate with Professor Klaus Peter Berger at the University of Cologne. He has obtained his law degree from the University of Munich, has studied Swedish Law at the University of Gothenburg and was a Visiting Scholar at Columbia Law School (New York). As part of his teaching responsibilities, he coaches teams for the Vis Moot and other dispute resolution competitions. He regularly speaks and publishes on issues of international arbitration law.

GLADWIN ISSAC

Gladwin Issac is a final year undergraduate student of Law and Social Work at the Gujarat National Law University, India. His areas of interest include International Commercial Arbitration, Investment Treaty Arbitration and International Trade Law.

In 2016, he represented his university at the XIIIth Willem C. Vis (East) International Commercial Arbitration Moot in Hong Kong. Since his experience at the Vis Moot, he has been regularly following the developments in the field of international arbitration and has trained extensively with Dispute Resolution teams of Shardul Amarchand Mangaldas & Co., Economic Laws Practice, DSK Legal and Wadia Ghandy and Co. Currently, he is a researcher and contributor with the International Institute for Sustainable Development (IISD) where he assists the Editor-in-Chief of Investment Treaty News Quarterly, IISD's flagship publication on investment law and policy from a sustainable development perspective. Committed to his long term professional development, Gladwin is looking forward to opportunities for graduate level education in programmes relating to international dispute resolution. He may be reached at gladwin.issac@outlook.com.

TARUN AGARWAL

Tarun Agarwal is a final year student pursuing his undergraduate studies in Arts and Law from Gujarat National Law University, India. He is currently pursuing a vacation scheme with AZB & Partners. He has also clerked with Hon'ble Justioce A.K. Sikri at the Supreme Court of India (Justice Sikri has delivered the judgement in the case of A. Ayyasamy v. A. Paramasivam & Ors). His areas of interest are International Arbitration, International Commercial Laws and Conflict Resolution.

Tarun has interned with leading law firms in India such as Shardul Amarchand Mangaldas & Co., DSK Legal, Bharucha & Partners and Mahindra & Mahindra Group. He has also part of the organizing and editorial team for the Global Pound Conference.

Tarun regularly contribute articles for various websites and journals. He can be reached at agarwaltarunlegal@gmail.com.

CAROLINA DA ROCHA MORANDI

Carolina da Rocha Morandi is an attorney-at-law, Secretary General of AMCHAM Brazil Arbitration & Mediation Center. Carolina is the Chair of INOVARB-AMCHAM, an initiative of young arbitration practitioners linked to the Arbitration Center of AMCHAM Brazil, and also the ambassador of the Young Arbitration Review in São Paulo. She holds an LL.B. from the University of São Paulo and also an LL.M. degree in International Commercial Arbitration Law from Stockholm University. Before joining AMCHAM as the Secretary General of the Arbitration & Mediation Center, Carolina was the Deputy Secretary General of the Center and had previously worked as intern and trainee lawyer in dispute resolution law firms in São Paulo, Brazil.

ALFONSO MARISTANY

Associate lawyer in the commercial litigation and arbitration team at ROUSAUD COSTAS DURAN, SLP. Formerly, Associate lawyer at Cuatrecasas, Gonçalves Pereira. Based in Barcelona. Broadly experienced in corporate and contractual dispute resolution, insurance law, banking law and inheritance law.

LLB (Universidad de Barcelona, 2004). LLM specialized in Comparative and International Dispute Resolution (Queen Mary and Westfield College, London University, 2009). Member of the Barcelona Bar Association, 2004. Member of the Spanish Arbitration Club (Club Español del Arbitraje –CEA-), 2009. Member of the Spanish Committee of the AFSIA (Alumni & Friends of the School of International Arbitration) of the Centre for Commercial Law Studies (Queen Mary and Westfield College, London University). Fluent in Spanish, English and French.

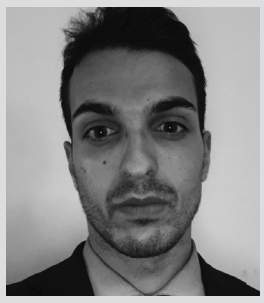
CAROLINA PITTA E CUNHA

Carolina is a Junior Lawyer in the Litigation and Arbitration Team of Morais Leitão, Galvão Teles, Soares da Silva & Associados (MLGTS) in Lisbon, where she previously joined the Banking and Finance Team.

She has an LL.M. in Commercial and Corporate Law from the London School of Economics and Political Science (2014/2015), where she studied International Commercial Arbitration and International Commercial Litigation, and attended the LSE/Freshfields Seminar on the Practice of International Arbitration.

Carolina obtained her Law Degree from the Portuguese Catholic University, Faculty of Law – School of Lisbon (2014).

She is fluent in English and Portuguese.



RICARDO MONIZ

Ricardo Moniz is currently working at Nascimento Catarino & Associados – Law Firm, in Lisbon.

Ricardo completed his undergraduate studies in the Law Faculty of the University of Lisbon and holds a Master degree in Litigation Proceedings and Arbitration from the Law Faculty of the Universidade Nova de Lisboa.

During his Master's, Ricardo competed in the 13th Vis International Commercial Arbitration Moot in 2016. Ricardo´s master's thesis is mostly focused on showing how alternative means of dispute resolution, and mediation in specific, should be applied on corporations around the globe.

MARINA GALVÃO MAIA

Marina is currently a Law student at the Federal University of Minas Gerais, in Brazil. She is the coordinator of the Arbitration and International Contracts group of her university and has participated in both national and international arbitration moots since 2013. She had the experience of doing internships related to arbitration and corporate law and spent a semester abroad studying Business Law in Germany.

YLLI DAUTAJ

25 years of age. Education includes Sc. B Legal Sciences and MagLeg (Örebro University), LLM in International Arbitration (Uppsala University), LLB (University College Cork), LLM Candidate (Penn State Law). Experience from practice as a legal counsel (much in migration and asylum disputes...), having worked as a journalist and been an editor for Cork Online Law Review. Published two times, with YAR and UCD Law Review (coming soon). Held a CPD speech to CIArb Ireland on the SCC Emergency Arbitration Rules. Currently preparing for the NY Bar and specializing further in international arbitration and business law at Penn State.

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