AAA-ICDR Introduction to the Institution

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The American Arbitration Association-International Centre for Dispute Resolution (AAA-ICDR) is a not-for-profit organization aimed at providing a full range of international conflict resolution and management services for the global business and legal communities. (1) The AAA-ICDR administers international cases under its International Arbitration Rules (IAR) (2) or other rules as agreed by the parties. The IAR apply when either (i) the parties agree to arbitrate pursuant to the IAR or (ii) when the parties provide for arbitration of an international dispute by the AAA-ICDR or American Arbitration Association, without designating particular rules. (3)

The AAA-ICDR employs a multilingual team of attorneys and executives, who have knowledge of many legal cultures and traditions. (4) The AAA-ICDR is staffed by full-time employees who are responsible for reviewing awards and for overall case administration. The AAA-ICDR Vice Presidents are full-time AAA-ICDR employees who oversee the administration of the AAA-ICDR. (5)

Cases are managed through a team-based structure in which AAA-ICDR Vice Presidents work closely with AAA-ICDR Directors and to ensure procedural consistency, efficiency, and compliance with the applicable rules. Directors serve as the primary point of contact for the parties and the arbitral tribunal. Directors coordinate filings, deposits, arbitrator appointments when needed, scheduling, and communications. While AAA-ICDR staff do not decide the merits of disputes, they play a critical neutral role in maintaining due process, monitoring timelines, clearing conflicts, managing arbitrator compensation, and serving as a procedural buffer between the tribunal and the parties.

The International – Administrative Review Council (I-ARC or Council) acts as the AAA-ICDR's administrative decision-making authority, where in the IAR 'the Administrator' is called upon to act for certain determinates delegated to the Administrator under the IAR, including challenges to arbitrators and specified administrative issues. (6) The IARC resolves administrative issues such as 'objections or challenges to arbitrators, place of arbitration or location of hearing determinations, number of arbitrator disputes, and whether the filing requirements and administrative jurisdiction set forth in the IAR have been met', (7) subject to the power of the arbitral tribunal to make a final determination. (8) The IARC is staffed entirely by current AAA-ICDR executives as voting members, and can act with a quorum of no fewer than three (3) voting members. (9) The IARC makes decisions based on agenda prepared under the leadership of the Vice President, who designates the issues to be decided and sets the agenda. (10)

The AAA-ICDR conducts an internal administrative review of draft awards prior to their release to the parties. This review does not address the merits of the tribunal's determinations. Rather, the review focuses on form, enforceability, and compliance with the applicable rules. The review may include verification that (1) all claims and counterclaims have been addressed, (2) the award states reasons where required, (3) costs and interest have been properly allocated, (4) the place and date of arbitration are identified, and (5) signature and other formal requirements have been satisfied. This quality-control mechanism is designed to enhance consistency and reduce the risk of clerical errors or procedural defects that could give rise to post-award challenges, thereby reinforcing the enforceability of AAA-ICDR awards under international conventions such as the New York Convention.

In addition to full administration under the IAR, the AAA-ICDR also offers a range of optional or '*a la carte*' services. The AAA-ICDR may act as appointing authority in *ad hoc* or UNCITRAL arbitrations, provide arbitrator lists, administer emergency arbitrator proceedings, appoint consolidation arbitrators, manage deposits and arbitrator compensation, or assist with customized clause drafting and review. The AAA-ICDR further supports technology-enabled case management through its secure AAA WebFile® portal, cybersecurity protocols, and AI-supported arbitrator search tools.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. *The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.*

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References

1) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
2) IAR 2021.
3) IAR 2021, Art. 1(3).
4) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
5) *See* 'ICDR Executive Team', AAA-ICDR, available at https://www.icdr.org/sites/default/files/document_repository/ICDR_Executive_Team_0.pdf.
6) IAR 2021, Art. 5.
7) IAR 2021, Art. 5; *see also* 'International – Administrative Review Council', AAA-ICDR, available at https://icdr.org/sites/default/files/document_repository/ICDR_IARC_Overview_Guidelines.pdf.
8) IAR 2021, Art. 5.
9) *See* 'International – Administrative Review Council', AAA-ICDR, available at https://icdr.org/sites/default/files/document_repository/ICDR_IARC_Overview_Guidelines.pdf.
10) *See* 'International – Administrative Review Council', AAA-ICDR, available at https://icdr.org/sites/default/files/document_repository/ICDR_IARC_Overview_Guidelines.pdf.

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AAA-ICDR What is Unique about a AAA-ICDR Arbitration

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

- AAA-ICDR - What is Unique about an AAA-ICDR Arbitration - Stages of the Arbitration Process - AAA-ICDR - Supplement - 2026
- AAA-ICDR - What is Unique about an AAA-ICDR Arbitration - Key features of the ICDR Rules - AAA-ICDR - Supplement - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The AAA-ICDR has adopted practical guidance on artificial intelligence (AI) and has created arbitrator support programs to support responsible arbitrator use of AI. Through the AAA-ICDR's case management portal, arbitrators in all AAA-ICDR cases can use AI programs that are 'closed circuit' and are completely internal to the AAA-ICDR. The AAA-ICDR is also developing AI arbitrator prototypes, which parties can engage voluntarily to resolve disputes. [1] The use of AI is subject to confidentiality, data protection, and procedural fairness obligations.

These technological initiatives operate within the AAA-ICDR's broader cybersecurity and data protection framework. The IAR expressly require the tribunal and parties to discuss cybersecurity, privacy, and data protection with the Parties, at the procedural hearing. [2]

While parties are free to exercise their autonomy by appointing arbitrators and the AAA-ICDR maintains a formal panel of more than 850 arbitrators from around the globe, who must comply with mandatory annual training and neutrality requirements. Parties may access the entire international panel and leverage the AAA-ICDR's AI-powered search tool to identify candidates that are aligned with the specific needs of the case. Where parties cannot agree, the AAA-ICDR can also make appointments. [3]

The IAR expressly limit document production and electronic discovery. The document exchange rules are self-contained and, as a result, parties do not need to refer to the *International Bar Association Rules on the Taking of Evidence in International Arbitration* [4] (often referred to as the 'IBA Rules of Evidence') in their respective exchanges on document production. The IAR also may require the parties to disclose details about any third-party funding, [5] promotes electronic means of application, [6] and emphasizes cybersecurity and privacy. [7] By agreeing to the IAR and unless they agree otherwise, 'the parties expressly waive and forego any right to punitive, exemplary, or similar damages unless any applicable law(s) require that compensatory damages be increased in a specified manner'. [8] This provision shall not apply to an award of arbitration costs to a party to compensate for misconduct in the arbitration'. [9]

The IAR further distinguish the AAA-ICDR framework through: (i) codified early disposition authority; [10] (ii) express authority for electronically signed awards; [11] (iii) structured emergency arbitrator procedures with appointment within one business day; [12] (iv) tribunal authority to allocate costs and draw adverse inferences to preserve procedural integrity; [13] and (v) an administrative review mechanism through the IARC, [14] which determines challenges and certain administrative disputes.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. *The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.*

References

1) *See*, e.g., 'AI Arbitrator', AAA-ICDR, available at https://www.adr.org/ai-arbitrator/.
2) IAR 2021, Art. 22(3).
3) *See*, e.g., IAR 2021, Arts 13(5) and 13(16).
4) *See* 'IBA Rules on the Taking of Evidence in International Arbitration (2020)', IBA, available at https://www.ibanet.org/MediaHandler?id=def0807b-9fec-43ef-b624-f2cb2af7cf7b.

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5) IAR 2021, Art.14(7).
6) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), especially Section III: Commencing the Case, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
7) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), especially Section III: Commencing the Case, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf. During the early phase of the arbitral process, AAA-ICDR sends an initiation letter including applicable rules to all the parties. Here, the AAA-ICDR includes its '*Best Practices Guide for Maintaining Cybersecurity and Privacy*', available at https://www.adr.org/media/r3vegfxj/aaa258_best_practices_cybersecurity_privacy.pdf, in the initiation letter, which references its policies, procedures and technologies to help protect its data and information systems.
8) IAR 2021, Art. 34(5).
9) IAR 2021, Art. 34(5).
10) IAR 2021, Art. 23.
11) IAR 2021, Art. 32(4).
12) IAR 2021, Art. 7.
13) IAR 2021, Art. 22(8).
14) IAR 2021, Art. 5.

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AAA-ICDR Notice of Arbitration

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

- AAA-ICDR - Notice of Arbitration - Notice of Arbitration - AAA-ICDR - Example - 2026
- AAA-ICDR - Notice of Arbitration - Initiation Letter - AAA-ICDR - Example - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

While the AAA-ICDR Intake Office receives all new filings and verifies that the AAA-ICDR is named in the arbitration clause, the AAA-ICDR nonetheless encourages parties, even before filing the Notice of Arbitration, to verify whether the AAA-ICDR has *prima facie* jurisdiction. This threshold jurisdictional question can be verified based on whether the parties' agreement requires that the arbitration be administered by the AAA-ICDR. If the AAA-ICDR is not named, the parties can agree to submit the matter to arbitration under the AAA-ICDR's auspices by completing and signing a Joint Submission Agreement. (1)

The AAA-ICDR has its own form for the Notice of Arbitration, which is available online. (2) The Notice of Arbitration must contain the following information:

a. a demand that the dispute be referred to arbitration;

b. the names, addresses, telephone numbers, fax numbers, and email addresses of the parties and, if known, of their representatives;

c. a copy of the entire arbitration clause or agreement being invoked, and, where claims are made under more than one arbitration agreement, a copy of the arbitration agreement under which each claim is made;

d. a reference to any contract out of or in relation to which the dispute arises;

e. a description of the claim and of the facts supporting it;

f. the relief or remedy sought and any amount claimed; and

g. optionally, proposals, consistent with any prior agreement between or among the parties, as to the means of designating the arbitrators, the number of arbitrators, the place of arbitration, the language of the arbitration, and whether the party filing the Notice of Arbitration is willing to mediate the dispute prior to or concurrently with the arbitration. (3)

The claimant must also include proof of payment of the required filing fee along with the Notice of Arbitration. (4)

The claimant may choose to provide as detailed of a description of the claim or the facts as the claimant sees fit. Some claimants file a full statement of claim along with the Notice of Arbitration. Typically, however, claimants limit themselves to providing the mandatory details listed in IAR 2021, Article 2.3, and provide a high-level overview of the dispute. The AAA-ICDR accepts both minimal and maximal approaches.

Whatever path is chosen, it is advisable to tell a clear and consistent story that gives the future arbitrator a full understanding of the case, without being redundant. This will assist the arbitrator in evaluating whether he or she can accept the case. It can also be helpful, whether to inform the future arbitrator of the essential elements or to support settlement of any or all issues, to include some of the primary documents along with the filing. There is no need or expectation that a claimant will produce all its evidence along with the Notice of Arbitration. That can be costly and the parties and the IAR recognize that there will be later opportunities to submit and obtain documents.

The claimant submits the Notice of Arbitration to the AAA-ICDR and to the respondent, 'by any means of communication that allows for a record of its transmission, including email, mail, courier, fax, or other written forms of electronic communication addressed to the party

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or its representative at its last-known address, or personal service'. [5] The claimant may file its claim online through AAA WebFile® at www.icdr.org or by email at casefile@adr.org. [6]

The arbitration commences on the date when the AAA-ICDR receives the Notice of Arbitration. [7] Upon receipt, the Administrator communicates with all parties through an 'Initiation Letter' and acknowledges the commencement of the arbitration. [8] The Initiation Letter will contain the date of commencement of the arbitration and instruct the respondent to prepare its Answer and assert counter-claims or set-offs, within thirty days. [9] This Initiation Letter will also include the date of the administrative conference call, which is typically scheduled for a date within fourteen days from the issuance of the Initiation Letter. [10]

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References

1) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 12, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
2) *See* 'Notice of Arbitration', AAA-ICDR, available at https://www.icdr.org/sites/default/files/ICDR_Notice_of_Arbitration0402020.pdf.
3) IAR 2021, Art. 2(3).
4) IAR 2021, Art. 2(4); *see also* 'International Arbitration Fee Schedule', AAA-ICDR, available at https://go.adr.org/internationalfeeschedule. These fees are based in part on the amount in controversy.
5) IAR 2021, Art. 11.
6) IAR 2021, Art. 2(1).
7) IAR 2021, Art. 2(2).
8) IAR 2021, Art. 2(5).
9) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 14, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
10) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 14, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.

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AAA-ICDR Administrative Conference

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

AAA-ICDR - Administrative Conference - Understanding the ICDR Arbitration Process - AAA-ICDR - Supplement - 2026

AAA-ICDR - Administrative Conference - Initiation Letter - AAA-ICDR - Example - 2026

AAA-ICDR - Administrative Conference - The Administrative Conference of the International Centre for Dispute Resolution - AAA-ICDR - Supplement - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Immediately after their receipt of the Notice of Arbitration, the Administrator issues an Initiation Letter and schedules an Administrative Conference with the parties and their counsel. The Administrative Conference is typically a conference call that is held within fourteen days from the issuance of the Initiation Letter. (1)

The Initiation Letter will contain an agenda for the call, which typically includes the following elements:

- Introduction of staff who will be involved in the management of the file.
- Means of communication between the [AAA-ICDR] and the parties.
- A review of the arbitration agreement.
- Scheduling the mediation concurrently with the arbitration.
- The number of arbitrators.
- The method of appointment of the arbitrators.
- The parties' views on the qualifications of the arbitrator(s) to be proposed and diversity are discussed.
- The handling of extension requests.
- The scheduling of the arbitration including the dates for the expected exchange of documents and submissions as well as the hearings.
- Process efficiencies such as a documents-only process and virtual hearings
- Any other administrative matters that the parties wish to bring to the attention of the [AAA-ICDR] at this early stage. (2)

The purpose of the Administrative Conference is not to resolve any disputes relating to the validity and scope of the arbitration clause or jurisdictional challenges. Such matters are raised before the tribunal once it is constituted. The purpose of this first Administrative Conference is to help identify common themes to help facilitate the resolution of the dispute.

Counsel and parties should arrive prepared to discuss the possibility of concurrent mediation pursuant to the AAA-ICDR's International Mediation Rules. This mediation would be conducted concurrently with the arbitration, without suspending the arbitration. (3) Settlements achieved through this concurrent mediation can be recorded as a consent award on agreed terms, if requested by all parties. (4)

The parties and counsel should be prepared to discuss the methods for the selection and appointment of arbitrators and expectations regarding communications with arbitrator candidates.

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Enhanced Arbitrator Selection Process options include representative sample review, pre-screening disclosures, supplemental descriptions, arbitrator interviews, and block listing. The Administrator, acting through the International – Administrative Review Council (I-ARC or Council), may also be responsible for addressing challenges related to appointment or continuation of an arbitrator's service, the number of arbitrators, and the place of arbitration. [5] The Administrator's rulings will not displace any responsibilities of the tribunal, once appointed.

The Administrator may introduce parties and counsel to the AAA WebFile® system. Parties and counsel must use AAA WebFile® system for payments, ranking arbitrators (if appointing arbitrators through a strike and rank procedure), uploading and viewing documents, and maintaining the case docket.

In an AAA-ICDR case, no party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any arbitrator candidate, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or impartiality and independence in relation to the parties, or to discuss the suitability of candidates for selection as a presiding arbitrator where the parties or party-appointed arbitrators are to participate in that selection. All other communications must copy all parties and the AAA-ICDR. No party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any candidate for presiding arbitrator.

The Administrator will also review the arbitration agreement with the parties and counsel. If the arbitration clause is silent, the AAA-ICDR will apply the IAR, subject to the tribunal's final determination of the applicable rules.

There is no advantage to be gained by skipping this meeting, which is a valuable opportunity for the parties and counsel to get to know the AAA-ICDR and to get answers for how the AAA-ICDR works, ahead of respondent's submission of its Answering Statement and Counterclaim.

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References

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2) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 14, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
3) IAR 2021, Introduction.
4) IAR 2021, Art. 35(1).
5) IAR 2021, Art. 5.

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AAA-ICDR Answering Statement and Counterclaim

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Last updated: July 2026

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The respondent has thirty days from the date that the Administrator confirms its receipt of the Notice of Arbitration to submit its written Answering Statement and Counterclaim to the Claimant, any other parties, and the Administrator. (1) Respondent shall also provide its responses to 'any proposals by claimant not previously agreed upon, or submit its own proposals, consistent with any prior agreement between or among the parties, as to the means of designating the arbitrators, the number of arbitrators, the place of the arbitration, the language(s) of the arbitration, and any interest in mediating the dispute.' (2)

The AAA-ICDR provides a form for respondent's Answering Statement and Counterclaim, online. (3) The Answering Statement and Counterclaim may be filed online using AAA WebFile®, and the AAA-ICDR's Intake Office – which handles all new filings, will ensure that filing requirements have been met and will alert the parties as to deficiencies. Like the Notice for Arbitration, the Answering Statement does not have to be detailed or provide extensive information. Given time constraints, responding parties typically provide a high-level summary of their position. The respondent may make it clear that answers are preliminary and indicate whether more investigation is required. After all, the claimant does not have to make any filing until it is ready. The respondent, however, faces stricter deadlines: thirty days after claimant's filing, and approximately two weeks after the Administrative Conference.

In multiparty arbitrations, claimants and respondents may make claims or assert setoffs against any other Party, as well. (4)

When making counterclaims or asserting set-offs, respondent's filing must be accompanied by the required filing fee, and must contain the same information as required of a Notice of Arbitration:

a. a demand that the dispute be referred to arbitration;

b. the names, addresses, telephone numbers, fax numbers, and email addresses of the parties and, if known, of their representatives;

c. a copy of the entire arbitration clause or agreement being invoked, and, where claims are made under more than one arbitration agreement, a copy of the arbitration agreement under which each claim is made;

d. a reference to any contract out of or in relation to which the dispute arises;

e. a description of the claim and of the facts supporting it;

f. the relief or remedy sought and any amount claimed; and

g. optionally, proposals, consistent with any prior agreement between or among the parties, as to the means of designating the arbitrators, the number of arbitrators, the place of arbitration, the language of the arbitration, and whether the party filing the Notice of Arbitration is willing to mediate the dispute prior to or concurrently with the arbitration.' (5)

In an international case, there no advantage to be had by not filing an Answer. It can be a red flag to a tribunal and carries its own risks. Once the tribunal is constituted it may proceed even if a party defaults; a non-participating party risks the tribunal moving forward and issuing an award based on the record before it. (6)

Filing an Answering Statement is not an admission that the arbitration agreement applies, but objections must be made expressly. The parties must include no later than the date of the filing of the Answer as provided in IAR 2021, Article 3 (i.e., thirty days after the Administrator confirms receipt of the Notice of Arbitration), any objections to the jurisdiction of the tribunal or to the arbitrability of a claim or counterclaim. (7) The tribunal has the power to determine the existence, scope or validity of a contract containing an arbitration clause, and such clause remains valid even if the contract itself is deemed null and void. (8)

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At the very least, the respondent should take the opportunity to propose an arbitrator. Regardless of whether the respondent decides to provide or brief or lengthy Answering Statement and Counterclaim, it is advisable to tell a clear and consistent story that gives the future arbitrator a full understanding of the case, without being redundant. This will assist the arbitrator in evaluating whether he or she can accept the case. It can also be helpful, whether to inform the future arbitrator of the essential elements or to support settlement of any or all issues, to include some of the primary documents along with the filing. There is no need or expectation that a respondent will produce all its evidence along with the Answering Statement and Counterclaim. That can be costly and the Parties and the IAR recognize that there will be later opportunities to submit and obtain documents.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.

References

1) IAR 2021, Art. 3(1); *see also* 'Arbitration Answering Statement And Counterclaim or Joinder/Consolidation Request', AAA-ICDR, available at https://www.icdr.org/sites/default/files/Arbitration%20Answering%20Statement%20and%20Counterclaim%20Request_3.pdf.
2) IAR 2021, Art. 3(4).
3) *See* 'Arbitration Answering Statement and Counterclaim or Joinder/Consolidation Request', AAA-ICDR, available at https://www.icdr.org/sites/default/files/Arbitration%20Answering%20Statement%20and%20Counterclaim%20Request_3.pdf.
4) IAR 2021, Art. 3(7).
5) IAR 2021, Art. 2(3) and IAR 2021, Art. 3(3).
6) IAR 2021, Art. 3.6.
7) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 14, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
8) IAR 2021, Art. 21(2).

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AAA-ICDR Initial Arbitration Fees and Deposits

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

AAA-ICDR - Initial Arbitration Fees and Deposits - Billing Guidelines for Arbitrators - AAA-ICDR - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The Administrator may request that the parties deposit appropriate amounts as an advance for the costs related to arbitration, including arbitrator compensation, and may also request supplementary deposits from the parties during the arbitration. (1) The AAA-ICDR ensures that these costs are billed and disbursed appropriately. (2)

The AAA-ICDR utilizes a single International Arbitration Fee Schedule. (3) Administrative fees are assessed pursuant to a two-payment structure consisting of an Initial Filing Fee (payable when a claim, counterclaim, or additional claim is filed) and a Final Fee (incurred upon the scheduling of the first evidentiary hearing). The Fee Schedule includes provisions addressing fee adjustments where claims are modified, minimum fees in cases involving three or more arbitrators, and specific treatment of non-monetary and undetermined monetary claims.

The Fee Schedule also contains a defined refund framework. Subject to a USD 750 non-refundable minimum, Initial Filing Fees are refundable on a declining scale if a case is settled or withdrawn: 100% if withdrawn within five calendar days of filing; 50% if withdrawn between six and thirty calendar days; and 25% if withdrawn between thirty-one and sixty calendar days. (4) No refund of the Initial Filing Fee is available once any arbitrator has been appointed. (5) If a case is resolved prior to the first evidentiary hearing, 50% of the Final Fee will be refunded or credited.

Excluded from the Fee Schedule are arbitrator compensation and other fees and expenses, which are determined by the tribunal and may be allocated in the final award. (6) These are collected as advances, by the AAA-ICDR.

No refund will be issued if any arbitrator has been appointed. (7) If a case is resolved prior to the first evidentiary hearing, 50% of the Final Fee will be refunded or credited.

If any party fails to pay the necessary fees or deposits associated with their claim or counterclaim, their respective claim or counterclaim will be deemed withdrawn. (8) A party whose claim is withdrawn for non-payment will still be entitled to defend a claim or counterclaim against them. (9) When deposits are not paid, the Administrator will notify the parties and invite them to advance the required amounts. (10) The tribunal is aware of who is paying what, although this is coordinated by the AAA-ICDR. Arbitrators have an interested in making sure that deposits are paid. Arbitrators are not usually influenced by this, and knowledge of who is paying fees is not considered to create a bias. If another party advances the deposit, the tribunal may, upon request, allocate or award reimbursement of those amounts, with interest where appropriate, in favour of the party or parties advancing costs of the arbitration. (11)

If no party pays the deposit, the arbitral tribunal or, if the tribunal has not been appointed, the Administrator, may suspend or terminate the proceedings. (12) Thereafter, a final accounting is rendered and any unexpended balance is returned to the parties, as appropriate. (13)

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants.
 The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.

References

1) IAR 2021, Arts 39(1) and 39(2).

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2) IAR 2021, Art. 39.
3) *See* 'International Arbitration Fee Schedule', AAA-ICDR, available at https://go.adr.org/internationalfeeschedule.
4) *See* 'International Arbitration Fee Schedule', AAA-ICDR, available at https://go.adr.org/internationalfeeschedule.
5) *See* 'International Arbitration Fee Schedule', AAA-ICDR, available at https://go.adr.org/internationalfeeschedule.
6) IAR 2021, Art. 38.
7) *See* 'International Arbitration Fee Schedule', AAA-ICDR, available at https://go.adr.org/internationalfeeschedule.
8) IAR 2021, Art. 39(3).
9) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 30, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
10) IAR 2021, Art. 39(4).
11) Elizabeth Anne Robertson, 'Clarity, Efficiency, and Economy: Highlights from the New 2021 ICDR International Dispute Resolution Procedures', *American Bar Association* (Spring 2021), available at https://www.americanbar.org/groups/litigation/resources/newsletters/alternative-dispute-resolution/spring2021-clarity-efficiency-and-economy-highlights-from-the-new-2021-icdr-international-dispute-resolution-procedures/.
12) IAR 2021, Art. 39(5); Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 14, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
13) IAR 2021, Art. 39(6).

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AAA-ICDR Emergency Measures of Protection

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Under IAR 2021, Article 7, a party can apply for Emergency Measures of Protection even before the tribunal is constituted. Concurrently with or following the submission of the Notice of Arbitration, a party can apply for Emergency Measures of Protection through a written Application to the Administrator.

The Emergency Measures of Protection are similar to those which would be available as an interim measure under IAR 2021, Article 27, following the constitution of the tribunal. Emergency Measures of Protection are available when either party needs immediate action to maintain the *status quo* and prevent irreparable harm before the main arbitration proceedings have begun. The application for Emergency Measures of Protection must set forth:

a. the nature of the relief sought;

b. the reasons why such relief is required on an emergency basis before the tribunal is appointed;

c. the reasons why the party is likely to be found to be entitled to such relief; and

d. what injury or prejudice the party will suffer if relief is not provided. (1)

Additionally, the party must submit the applicable fees and a statement certifying notice of all parties to the Administrator.

Within one business day of receipt of the application and confirmation that all the requirements have been met, the Administrator will appoint a single emergency arbitrator to hear the application. (2) The emergency arbitrator only holds power until the tribunal is constituted. This emergency arbitrator is bound by the same rules of impartiality and independence and the same disclosure obligations that apply to every AAA-ICDR arbitrator. (3) The emergency arbitrator has many of the same powers as the tribunal, including the power to determine his or her own jurisdiction, and to decide issues of arbitrability and the conduct of the hearings. (4) The emergency arbitrator also decides which side bears the costs associated with Applications for Emergency Measures of Protection, subject to the power of the arbitral tribunal to determine the final allocation of costs. (5)

The emergency arbitrator has the power to order or award any interim or conservatory measures deemed necessary, including injunctive relief and measures for the protection or conservation of property. Such measures may take the form of a reasoned interim award or order. (6)

AAA-ICDR only appoints people who absolutely have the time to serve on an emergency basis. The emergency arbitrator has two business days from the date of his or her appointment to establish a schedule to consider the application and may immediately schedule a conference call with the parties for this purpose. (7) Emergency relief is typically granted or denied within fifteen business days. Examples of the subject matter for Emergency Measures of Protection include preventing removal of drilling equipment (granted) or disclosure of website data (denied). The AAA-ICDR reports that voluntary compliance rates are high.

To succeed in an Applications for Emergency Measures of Protection, it is essential to show (1) a sincere concern for maintaining *status quo*, (2) urgency, (3) and injury under an accepted standard, while arguing what that standard should be. Arbitrators will differ on whether the apply a U.S. domestic court standard or international standards, and the AAA-ICDR does not have its own unique standard. Although the IAR provides the parties a right to seek Emergency Measures of Protection through its process, the parties can still request interim relief from a judicial authority directly without fear of waiving the right to arbitrate. (8)

The emergency arbitrator is keenly aware that he or she has a temporary role in the case, and that the parties had no role in appointing him or her. The emergency arbitrator, however, likely has a strong professional interest or even bias toward doing no harm and preserving the status quo until the tribunal is constituted. Once the full tribunal is constituted, it may affirm, reconsider, modify, or

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vacate emergency relief [9] – so counsel often frames emergency applications to stabilize the situation while preserving a clean path for the tribunal to revisit the measure under the ordinary interim-measures framework later in the case.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.

References

1) IAR 2021, Art. 7.
2) IAR 2021, Art. 7(2).
3) IAR 2021, Art. 7(2), and IAR 2021, Art. 14.
4) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 33, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
5) IAR 2021, Art. 7(8).
6) IAR 2021, Art. 7(4).
7) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 32, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
8) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 33, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
9) IAR 2021, Art. 7(5).

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AAA-ICDR Expedited Procedures

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Unless the parties agree or the Administrator determines otherwise, the International Expedited Procedures [1] (IEP) apply in cases where no disclosed claim or counterclaim exceeds USD 500,000. [2] The Parties may agree to apply the IEP in cases involving greater sums. If a party amends their claim such that the total amount exceeds USD 500,000, the parties can continue pursuant to the IEP unless the parties agree or the Administrator determines otherwise. [3]

The IEP is similar to the regular arbitration process administered under IAR, with a quicker pace and, owing to this, lower costs overall. Under the IEP, the Administrator conducts an Administrative Conference with the parties and their representatives to discuss the IEP, arbitrator selection, mediating the dispute, and any other administrative matters. [4] Thereafter, unless the parties agree or the Administrator decides otherwise, a sole arbitrator is appointed from a list of five proposed arbitrators, or by the decision of the Administrator if the parties cannot agree on any of the five proposed arbitrators. [5] Once the arbitrator is appointed, he or she will schedule a procedural hearing with the parties, their representatives, and the Administrator to discuss the procedure and schedule for the case. Within fourteen days of appointment, the arbitrator issues a procedural order finalizing the case schedule and any hearing date. [6]

As the IEP requires 'front-loaded' submissions and evidence, counsel should anticipate an earlier internal marshal of documents/witness proof than in non-expedited cases – and should use the first procedural order to align expectations on what (if any) limited document requests will be permitted.

In expedited proceedings based on written submissions, all submissions are due within sixty days of the date of the procedural order, unless the arbitrator determines otherwise. [7] These submissions must be detailed and be accompanied by all the available evidence on which that party intends to rely. Some suggest that, when writing in an IEP case, the best advocacy is reasonable and nearly neutral in tone. Since the Arbitrator does not have an abundance of time to complete their tasks. Counsel could aim to write in such a moderated tone that the arbitrator could feel secure adopting that party's submission as the award. Some argue and teach that the party making the most reasonable submission is most likely to prevail.

If necessary, the arbitrator can also call for an oral hearing, which will be scheduled within sixty days and will usually not exceed one day. In the typical case, the hearing will be carried out without a transcript unless it is arranged by a party. [8]

Finally, unless otherwise agreed by the parties, specified by law, or determined by the Administrator, the final award shall be rendered no later than thirty days from the date of the closing of the hearing or from the time established for final written submissions. [9]

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.

References

1) IAR 2021, Art. E-1.
2) IAR 2021, Art. 1(4); Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 42, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
3) IAR 2021, Art. E-5.
4) IAR 2021, Art. E-3.

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5) IAR 2021, Art. E-6.
6) IAR 2021, Art. E-2, and IAR 2021, Art. E-7.
7) IAR 2021, Art. E-8.
8) IAR 2021, Art. E-9.
9) IAR 2021, Art. E-10.

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AAA-ICDR Arbitrator Appointment

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

- AAA-ICDR - Arbitrator Appointment - Disclosure Guidelines - AAA-ICDR - Supplement - 2026
- AAA-ICDR - Arbitrator Appointment - Billing Guidelines for Arbitrators - AAA-ICDR - Supplement - 2026
- AAA-ICDR - Arbitrator Appointment - Arbitrators Oath - AAA-ICDR - Template - 2026
- AAA-ICDR - Arbitrator Appointment - Checklist for Conflicts - AAA-ICDR - Example - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The appointment of the arbitral tribunal is one of the most important decisions parties make. The tribunal may consist of a sole arbitrator or a panel of three, depending on the parties' agreement or what the Administrator deems necessary based on the size, complexity and other circumstances of the dispute. (1) In multiparty cases, the AAA-ICDR may appoint all the arbitrators. (2)

The parties are free to appoint whomever they choose, provided that the contractual requirements and the AAA-ICDR's requirements of arbitrator independence and impartiality are met. To facilitate the appointment of the arbitral tribunal, the AAA-ICDR offers party-appointed and list methods. (3) If, forty-five days after the commencement of the arbitration, all parties have not agreed on a procedure for appointing the arbitrator(s) or have not agreed on the selection of the arbitrator(s), the Administrator shall, at the written request of any party, appoint the arbitrator(s), using a 'list method'. (4)

For each method, it is helpful for Parties to consider the specific arbitrator attributes that may be most helpful on a tribunal. Where parties are following a 'party appointed' method, each side designates its own arbitrator and then those two arbitrators designate the Presiding Arbitrator. (5) It can be important to have a wing who has reasonable experience with the industry or the applicable law. Appointing a party appointed involves consideration of who – which person with which attributes – would be most persuasive to the chair, without knowing who the chair will be. The ICDR expects that the party will speak with the party appointed arbitrator about chair selection. It is perfectly appropriately to speak with the arbitrator ahead of appointment, these interviews are 30 min. Counsel should work with the wing to select the chair, but defer to the wing for appointing the chair.

Using the 'list method', the AAA-ICDR considers the arbitrator qualifications requested by the parties and creates a balanced list of arbitrator candidates from the AAA-ICDR international panel of arbitrators. (6)

The parties strike unacceptable arbitrators and rank the remaining ones in their order of preference. The parties are not required to exchange selection lists with one another. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. Based on designated order of mutual preference, the Administrator invites arbitrator(s) to serve. (7) If the list method does not result in the appointment of arbitrators, the Administrator may make the appointment without the submission of additional lists. (8)

The list method has several advantages over the party-appointed method because it minimizes risks of bias and the likelihood of *ex parte* contact, (9) while increasing enforcement credibility. The list method also supports the AAA-ICDR's diversity initiatives. (10)

Arbitrators must sign the Notice of Appointment, affirming that the arbitrator is available to serve and is independent and impartial. (11) Each arbitrator must also disclose to the Administrator any circumstances likely to give rise to justifiable doubts as to the arbitrator's impartiality or independence. (12) Disclosure standards are different around the world. An American would likely make more extensive disclosures, while others will make stay closer to the *International Bar Association Guidelines on Conflicts of interest in International Arbitration* ('IBA Guidelines'), (13) which while influential, are not the standard for AAA-ICDR cases. The responsibility to disclose continues throughout the entire arbitration. (14)

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Under IAR 2021, Article 14(5), failure of a party to disclose any circumstances that may give rise to justifiable doubts as to an arbitrator's impartiality or independence within a reasonable period after the Party becomes aware of such information constitutes a waiver of the right to challenge an arbitrator based on those circumstances. [15]

When doubts as to an arbitrator's independence or impartiality arise, or if the arbitrator has not fulfilled his or her disclosure obligations or has been unable to fulfil his or her duties as arbitrator, a party may challenge the arbitrator. The IBA Guidelines, although not part of the AAA-ICDR Code of Ethics, are influential with those employees at the AAA-ICDR who make decisions on arbitrator challenges. As a lesser step and out of an abundance of caution, however, counsel can write to the Administrator and ask that the arbitrator answer certain questions and provide further information. Arbitrators may make bare disclosures with the expectation that, if the Parties find it important, they will request more information.

Unless a shorter time period is applicable, a party shall send a written notice of the challenge to the Administrator within fifteen days after being notified of the appointment of the arbitrator or within fifteen days after the circumstances giving rise to the challenge become known to that party. [16] When a challenge is received, the Administrator will inform the other party and the tribunal, without disclosing the challenger. If the opposing party agrees to the challenge, the arbitrator will be removed. The challenged arbitrator may also withdraw, and this does not create an implication that the challenge was valid. [17]

If an arbitrator becomes unable to fulfil his or her duties, a substitute arbitrator shall be appointed pursuant to the provisions of IAR 2021, Article 13, unless the parties agree otherwise. [18] In a three-person tribunal, if one arbitrator fails to participate, the remaining two can continue the arbitration and make decisions without the third. This might be the preferable solution, considering factors like the arbitration's stage and reasons for the third arbitrator's absence. If the arbitrators do not agree to proceed without a third, then the Administrator can declare the office vacant, and a substitute arbitrator shall be appointed. [19] The arbitral tribunal can decide whether to repeat any part of the case. [20]

Once the tribunal is constituted, the case is typically managed day-to-day through an AAA-ICDR case management team that is led by an AAA-ICDR Vice President, and which supports the arbitrators by scheduling, transmits filings, manages deposits, and helps ensure procedural communications are properly copied and recorded.

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References

1) IAR 2021, Art. 12.
2) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 16, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
3) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 16 *et seq.*, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
4) IAR 2021, Art. 13(3).
5) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 16, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
6) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 18, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
7) IAR 2021, Art. 13(6).
8) IAR 2021, Art. 13(6).
9) IAR 2021, Art. 14(6) ('no party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any arbitrator, or with any candidate for party-appointed arbitrator, ...').
10) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), pp. 19–22, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
11) IAR 2021, Art. 14(2).
12) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 23, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
13) *See* 'IBA Guidelines on Conflicts of Interest in International Arbitration (2024)', IBA, available at https://www.ibanet.org/document?id=guidelines-on-conflicts-of-interest-in-international-arbitration-2024.
14) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries*, *Vol. 2* (Juris, 2023), p. 23, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
15) IAR 2021, Art. 14(5).
16) IAR 2021, Art. 15(1).
17) IAR 2021, Art. 15(2).
18) IAR 2021, Art. 16(1).

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19) IAR 2021, Arts 16(3) and 16(4).
20) IAR 2021, Art. 16(2).

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AAA-ICDR Procedural Hearing

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

- AAA-ICDR - Procedural Hearing - Stages of the Arbitration Process - AAA-ICDR - Supplement - 2026
- AAA-ICDR - Procedural Hearing - Best Practices Guide for Maintaining Cybersecurity and Privacy - AAA-ICDR - Example - 2026
- AAA-ICDR - Procedural Hearing - Cybersecurity Checklist - AAA-ICDR - Example - 2026
- AAA-ICDR - Procedural Hearing - Confidentiality Order - Template - 2026
- AAA-ICDR - Procedural Hearing - Initial Message to Parties - Template - 2026
- AAA-ICDR - Procedural Hearing - PO1 (with Procedural Timetable and Schedule for Document Request) - Template - 2026
- AAA-ICDR - Procedural Hearing - Procedural Timetable - Template - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The procedural hearing is typically the first meeting between the tribunal, the parties' counsel, and possibly the AAA-ICDR Case Administrator. Parties do not attend the initial procedural meeting. The procedural meeting will proceed telephonically, though some arbitrators may insist on videoconferencing or an in-person meeting, depending on the needs of the case. The procedural hearing can set or correct the tone for the rest of the arbitration. Participants may be reminded alternative dispute resolution offers them something unique: the opportunity to agree. Participants may be reminded of their obligation to avoid unnecessary delay and expense in the arbitration, and the cost burden shifting consequences of inappropriate behaviour may be highlighted.

Referred to as a colloquially as the 'preliminary hearing' or 'case management conference', the purpose of the procedural hearing is for the parties' counsel and the tribunal to discuss and decide the various organisational, scheduling, and other logistical matters that will govern the proceedings. IAR 2021, Article 22(3), requires that the tribunal discuss cybersecurity, privacy, and data protection with the parties during the first procedural hearing at the beginning of the arbitration process. This helps to establish an appropriate level of security and compliance for the arbitration proceeding. The AAA-ICDR, along with the initiation letter, includes its *Best Practices Guide for Maintaining Cybersecurity and Privacy*, which references its policies, procedures and technologies to help protect its data and information systems. (1) The AAA-ICDR has also prepared its Cybersecurity Checklist, which all participants may use as a resource, and these issues should be discussed at its first procedural hearing.

The results of this meeting are recorded in procedural order. Prior to the meeting, the Presiding Arbitrator or the AAA-ICDR may circulate a draft meeting agenda or draft procedural order, which the party representatives can discuss and complete ahead of the meeting. This helps enhance predictability and party confidence in the process. The draft agenda containing the relevant contact information for everyone in the process will later become the procedural order recording the results of the meeting. Most arbitrators want the meeting to end with a PO-1, will submit a draft ahead and ask the parties to comment.

At a minimum, representatives and arbitrators should arrive at this meeting with their calendars and with an open mind aimed at resolving the dispute efficiently. Participants should arrive prepared to discuss procedural issues surrounding claims and counterclaims, the governing law, language of proceedings, mediation, technology use, confidentiality, scheduling, bifurcation, hearing mobility and award reasoning. (2)

Leading into the procedural hearing, counsel should be prepared to give a four-sentence summary of their claim or counterclaim and should be able to articulate their ideal arbitral process and procedural timetable. The tribunal can give the parties 5-10 minutes to talk about their case and why they think they will prevail. This is the oral first impression.

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No doubt, parties wanting opposite resolutions will have different ideas about the conduct of proceedings. There will be significant differences in how the parties wish to approach procedural issues, such as bifurcation, first submissions, or document exchange. Counsel might consider arguing these issues in a letter brief before the conference, as opposed to springing it on the tribunal at the procedural hearing. If counsel believes that the tribunal is not understanding something, counsel can ask the tribunal to postpone a decision on an issue (even scheduling) until after receiving a letter brief.

As a practical matter, parties may wish to raise whether early disposition could streamline the case (e.g., threshold jurisdictional issues, limitations defenses, or discrete contract-interpretation questions) and request a briefing schedule that does not derail merits preparation. Additional efficiency options parties may consider (by agreement and tribunal approval) include narrowing the exchange phase further than IAR 2021, Article 24, waiving e-discovery entirely, using documents-only or virtual hearing formats where appropriate, and other bespoke process efficiencies that can be discussed early with the AAA-ICDR case team.

Pursuant to IAR 2021, Article 22, 'the arbitral 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'. Consistent with this, the tribunal may, in its discretion, direct the order of proof, bifurcate proceedings, exclude cumulative or irrelevant evidence, or direct the parties to focus their presentations. [3] The arbitrators may remind parties at this meeting that the tribunal may proceed in the arbitration even if a party fails or refuses to participate.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. *The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.*

References

1) *See* 'Best Practices Guide for Maintaining Cybersecurity and Privacy', AAA-ICDR, available at https://www.adr.org/media/r3vegfxj/aaa258_best_practices_cybersecurity_privacy.pdf.
2) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 25, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
3) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 28, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.

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AAA-ICDR Exchange of Information

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

- AAA-ICDR - Exchange of Information - Subpoena Form - Template - 2026
- AAA-ICDR - Exchange of Information - PO on Document Production - Template - 2026
- AAA-ICDR - Exchange of Information - Redfern Schedule - Template - 2026
- AAA-ICDR - Exchange of Information - Stern Schedule for Document Request - Template - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Many enter into arbitration agreements with US-based contractual parties to avoid US-style discovery should a dispute arise.

Providing a true alternative to US-style discovery, IAR 2021, Article 24(10), expressly excludes 'depositions, interrogatories, and requests to admit as developed for use in U.S. court procedures', characterizing them as 'generally ... not appropriate for obtaining information in an arbitration under these Rules'. [1] IAR 2021, Article 24 is detailed, and American lawyers in particular need to read it closely. It is different from court procedures but similar to the *International Bar Association Rules on the Taking of Evidence in International Arbitration* (often referred to as the 'IBA Rules of Evidence'). [2] The arbitrators will apply it.

IAR 2021, Article 24 on Exchange of Information, sets out how the tribunal is to manage the exchange of information with a view to maintaining 'efficiency and economy,' and to 'avoid unnecessary delay and expense while at the same time avoiding surprise, assuring equality of treatment, and safeguarding each party's opportunity to present its claims and defenses fairly'. [3] The parties may depart from IAR 2021, Article 24, only by written agreement and in consultation with the tribunal. [4]

Parties exchange all documents on which they intend to rely, pursuant to a schedule set by the tribunal. They may also apply for an order requiring production of specific documents or classes of documents that are (i) reasonably believed to exist, (ii) in the other party's possession, and (iii) relevant and material to the outcome of the case. [5] Requests should be narrowly focused and structured to make searching economical, especially for electronically stored information. The requesting party should be prepared to explain the direct relevance and materiality of the information requested, and to justify the time and expense compliance may involve. The tribunal may condition a particularly burdensome request on the requesting party paying part or all of the cost of compliance and may allocate information-exchange costs in an interim order or in an award. [6]

Where a request touches commercially sensitive or technically confidential information, the tribunal may condition production on appropriate confidentiality protections (e.g., confidentiality rings, redactions, 'attorneys' eyes only,' or other protective measures. The IAR also includes a provision on privilege whereby the tribunal shall consider applicable principles of privilege. In situations where the applicable law would lead to different rules, the tribunal should, to the extent possible, apply the same rules to all parties. [7] In practice, tribunals favour the most protective standard available and apply that as a single standard, to all parties. This practice is intended to balance fairness and predictability while safeguarding sensitive information across jurisdictions.

In international cases parties request documents using a 'Redfern Schedule' with columns in the schedule titled 'Documents or Category of Documents Requested' and 'Relevance according to Requesting Party' completed by the requesting party, 'Objections to Document Request' completed by answering party, 'Replies to Document Request' completed by requesting party and 'Tribunal Decision', completed by the tribunal. Others find a 'Stern Schedule' to be helpful, because it allows more space to write. Whatever style one uses, broad document requests can really annoy the chair.

Pursuant to IAR 2021, Article 24(6), documents that are maintained in electronic form may be made available in any form that is convenient and economical for the producing party, unless the tribunal determines a compelling need for access to the documents in a different form. The tribunals may also 'on application, require a party to permit inspection on reasonable notice of relevant premises or objects'. [8]

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Pursuant to IAR 2021, Articles 24(8) and 24(9), if a party fails to comply with an exchange-of-information order, the tribunal may draw adverse inferences and take that failure into account in allocating costs. [9]

The IAR are written to be self-contained and self-executing, without reference to any other set of rules or guidance, including the *International Bar Association Rules on the Taking of Evidence in International Arbitration* ('IBA Rules of Evidence') [10] or the *Inquisitorial Rules of Taking Evidence in International Arbitration* ('Prague Rules'). [11] Nonetheless, some AAA-ICDR tribunals continue to advise that the arbitrators and parties will be guided by, and take account of, the IBA Rules of Evidence in determining the permissible scope of evidence requests. Still, Parties should be encouraged to cite to the IAR.

Requests to the tribunal to issue subpoenas or to make alternative arrangements for the taking of third-party testimony are typically governed by applicable *lex arbitri*, rather than the IAR. AAA-ICDR arbitrators siting in the United States sometimes encourage parties to review the New York City Bar Association report entitled, '*A Model Federal Arbitration Summons to Testify and Produce Documentary Evidence at an Arbitration Hearing*'. [12] Arbitrators sometimes grant requests for subpoenas or alternative arrangements for the taking of third-Party testimony only upon a demonstrated showing of need relating to an issue that is material to the outcome of the arbitration. Tribunals may require that the requesting party prepare a first draft of the subpoena, which the arbitrator may issue with or without amendment.

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References

1) IAR 2021, Art. 24(10).
2) *See* 'IBA Rules on the Taking of Evidence in International Arbitration (2020)', IBA, available at https://www.ibanet.org/MediaHandler?id=def0807b-9fec-43ef-b624-f2cb2af7cf7b.
3) IAR 2021, Art. 24(1).
4) IAR 2021, Art. 24(2).
5) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 14, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
6) IAR 2021, Art. 24(8).
7) IAR 2021, Art. 25; Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 36, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
8) IAR 2021, Art. 24(7).
9) IAR 2021, Art. 24(9); *see* Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 36, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf; *see also* 'ICDR Guidelines for Arbitrators Concerning Exchanges of Information', Section 8(b), available at https://www.josemigueljudice-arbitration.com/xms/files/02_TEXTOS_ARBITRAGEM/01_Doutrina_ScolarsTexts/evidence/Exchanges_of_Information_ltr.pdf ('In the event any party fails to comply with an order for information exchange, the tribunal may draw adverse inferences and may take such failure into account in allocating costs').
10) 'IBA Rules on the Taking of Evidence in International Arbitration (2020)', IBA, available at https://www.ibanet.org/MediaHandler?id=def0807b-9fec-43ef-b624-f2cb2af7cf7b.
11) 'Inquisitorial Rules of Taking Evidence in International Arbitration (Prague Rules) (2018), available at https://praguerules.com/upload/iblock/a00/a00568c6787a8bc955f4fdfe93db5a10.pdf.
12) The International Commercial Disputes Committee and the Arbitration Committee, 'A Model Federal Arbitration Summons to Testify and Present Document Evidence at an Arbitration Hearing' (Updated January 2024), New York City Bar, available at https://www.nycbar.org/wp-content/uploads/2015/05/20221270_ModelFederalArbitrationSummons.pdf.

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AAA-ICDR Interim Measures

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Interim, provisional, and conservatory measures are remedies that the tribunal can grant after it is constituted, and before it renders the final award. [1] At the request of any party, the tribunal may order or award any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection or conservation of property. [2]

Under IAR 2021, Article 27, interim measures can take form of an interim order or award. Any interim award or order under IAR 2021, Article 27, has the same effect as an interim measure made pursuant to IAR 2021, Article 7, and shall be binding on the parties when rendered. [3] The tribunal can require the requesting party to provide security for the costs associated with the requested measures. [4] The security for costs helps to ensure that the other party is treated fairly if the interim order proves to be unjustifiable later on in the arbitration proceedings. The tribunal also has the authority to allocate costs associated with applications for interim relief in any interim relief. [5]

The parties also have the right to request an interim measure from a judicial authority, and such act will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. [6]

Time is of the essence. If a request could have been made earlier but was not, it will likely fail. The party requesting interim measures must clearly explain why the requested measures are necessary and the harm that will ensue if they are not granted. A Request for Interim Measures, however, is not a space to test the tribunal's views of the case. Parties who try to get ultimate relief through an interim measure, to try to force settlement, are also rarely successful.

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1 Steven Skulnik, 'Interim, Provisional and Conservatory Measures in US Arbitration', *Inside* (A publication of the Corporate Counsel Section of) https://nysba.org/NYSBA/Sections/Commercial%20Federal%20Litigation/Materials/DRS_FED%20Joint/Practical%20Law%20Report%20re%2(

2) IAR 2021, Art. 27(1).

3) IAR 2021, Art. 7.

4) IAR 2021, Art. 27(2).

5) IAR 2021, Art. 27(4).

6) IAR 2021, Art. 27(3).

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AAA-ICDR Written Submissions

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Last updated: July 2026

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The arbitrators' approach to the receipt of written submissions will be influenced by their legal background, prior experience, and the needs of the case. The parties may request or the tribunal may suggest a particular organization for written submissions, as well as a particular organization of evidence and/or legal authorities. [1]

Complex cases may feature multiple rounds of written submissions, each offering the parties the opportunity to refine their arguments, persuade the tribunal, and respond to the claims and defences of the other side. Page limitations and even word limitations can help the parties concentrate on what is important.

In the Statement of Claim, the claimant provides the facts supporting its claims, the points of contention, and the relief sought. In the Statement of Defence, the respondent responds to the claimant's Statement of Claim and may build on its prior submissions by elaborating any counterclaims. While some cases feature only these written submissions, others offer more. In cases with multiple submissions, the next submission would be claimant's Statement of Reply (and Defence to Counterclaim), where the claimant will respond to the respondent's Statement of Defence. Finally, in the Statement of Rejoinder, the respondent responds to the claimant's Statement of Reply. The parties usually have the same number of written submissions in an international proceeding.

These written submissions need not be repetitive, but instead can build from one another and, in effect, narrow the dispute. Each submission should be accompanied by the evidence that it relies upon, whether those are witness statements, expert reports, or exhibits. Many tribunals find it helpful for parties to include copies of the legal authorities that they rely upon, along with these submissions. The deadlines for the submission of each should be contained in the Procedural Order No. 1 and Timetable, which should also contain the tribunal's requirements for exhibits and authorities. Parties must include with their written statements copies of all items (legal authorities, factual exhibits, witness statements, and expert reports) relied upon. Objections to the authenticity or admissibility of any exhibit should be due thirty days prior to the hearing.

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1) Neil Kaplan and Chiann Bao, *So Now You Are an Arbitrator: The Arbitrator's Toolkit* (Kluwer Law International, 2022), 46, available at https://www.kluwerarbitration.com/document/KLI-KA-Kaplan-2022-Ch05.

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AAA-ICDR Witness Statements and Expert Reports

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Last updated: July 2026

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The IAR encourages the parties to consider presenting witness evidence in the form of signed written statements, in addition to or in lieu of oral testimony. [1] The tribunal may also require any witness appear for examination at a hearing. [2] The tribunal determines the manner in which witnesses are to be examined, including by allowing the written statement or report to serve in place of oral direct testimony, at the hearing. [3]

While the rules and expectations for this differ across jurisdictions, American trained lawyers and arbitrators expect that a lawyer will work with their witness and assist in the preparation of the witness statement. The statement should be written in the witness's voice and reflect their personal experiences and understanding. Counsel should presume that everyone will meet the witness at the hearing and, accordingly, the witness statement needs to feel and be authentic, lest it create a serious credibility problem. Counsel could also consider adding a picture of the witness to the witness statement, because this can help the arbitrators to remember who has said what in the arbitration. The memorial can quote the witness statement, but otherwise the paragraphs should read differently, demonstrating the difference between when the attorney is speaking and when the witness is.

A New York Attorney Affidavit, where an attorney will prepare a narrative for a judge, is not appropriate for a witness statement. If the witness does not have personal knowledge of the matters discussed in the witness statement, the witness's credibility may be severely challenged in cross-examination.

To resolve a case fairly and efficiently, a tribunal often needs help understanding the technical issues in a case. [4] To facilitate this, each party may appoint its own expert to assist the tribunal. Experts can testify on any topic, and parties even present experts on law that may not be familiar to the Tribunal. Experts submit their direct testimony in the form of a written expert opinion or report, together with all supporting materials upon which they rely. Like witnesses, the expert will provide oral testimony and be cross-examined by opposing counsel at the hearing.

The tribunal has the authority to appoint independent experts to prepare a written report, after consultation with the parties. [5] The parties must provide the tribunal-appointed expert any relevant information and documents. [6] The parties have the right to examine any document on which the expert has relied in the report. Once the tribunal receives its expert's report, it sends a copy to all parties, giving them an opportunity submit written comments on the report. [7] The tribunal is required to grant the opportunity to the parties to question the expert during a hearing, if the party requests. Parties can also present their own expert witnesses to testify on the relevant points at issue. [8]

While it is possible for the Tribunal to appoint an expert, in practice it is rare. While it may appear more efficient and present the possibility of there being one expert in the room, in effect it often adds more lawyers and experts, as each party submits its own expert. A tribunal expert can create an additional lawyer of work, as a term of reference must be prepared for that expert. Parties and tribunals should proceed with caution when considering whether a tribunal expert would be helpful.

Prior to a hearing, tribunals may also have the experts jointly prepare a chart showing areas of agreement and disagreements especially on technical or quantum matters.

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1) IAR 2021, Art. 26(4).
2) IAR 2021, Art. 26(4).
3) Luis Manuel Martinez, 'ICDR vs. AAA Rules: Filing International Arbitration Cases', *AAA News and Insights* (2019), available at https://www.adr.org/news-and-insights/filing-an-international-case-under-the-icdr-international-arbitration-rules-or-the-aaa-commercial-rules-the-key-differences/.
4) Steven C. Bennett, 'Use of Experts in Arbitration: Alternatives for Improved Efficiency', *Dispute Resolution Journal* (DRJ), Vol. 73, No. 2 (2018), p. 73 *et seq*., available at https://go.adr.org/rs/294-SFS-516/images/73%202%20-%2010-Bennett-Expert%20Submissions%20In%20Arbitration.pdf.
5) IAR 2021, Art. 28(1).
6) IAR 2021, Art. 28(2).
7) IAR 2021, Art. 28(3).
8) IAR 2021, Art. 28(4).

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AAA-ICDR Early Disposition

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

AAA-ICDR - Early Disposition - Jurisdictional Order - Template - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

IAR 2021, Article 23, offers procedures for early disposition of claims, defenses or other issues at a preliminary stage, prior to a full merits hearing.

The party that seeks early disposition of any issue must request permission from the tribunal to submit an Application for the Early Disposition of any issue. [1] The tribunal shall allow a party to submit that application only if it determines that the application:

a. has a reasonable possibility of succeeding,

b. will dispose of, or narrow, one or more issues in the case, and

c. that consideration of the application is likely to be more efficient or economical than leaving the issue to be determined with the merits. [2]

These are high hurdles. While early disposition can happen, tribunals are understandably reticent to grant these applications without compelling arguments. The IAR grants each party the right to be heard and a fair opportunity to present its case regarding whether such application should be heard. [3]

The purpose of early disposition is not to test the strength of one's case, but rather to resolve issues that do not depend on the consideration of evidence, or that depend on only limited evidence. [4] Early disposition narrows the dispute and allows a more efficient arbitration proceeding as the tribunal and the parties can focus on admissible claims. Efficiency is key – the applicant needs to clearly state specifically what needs to be resolved and why it would be more efficient (and enforceable) to decide an issue in early disposition, rather than with a full merits hearing.

Once the parties have presented their arguments, the tribunal has the power to make any reasoned order or reasoned award in connection with the application. [5]

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.

References

1) IAR 2021, Art. 23; Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 30, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf; Preeti Bhagnani, Ricardo Cruzat Reyes, White and Case, *The 2021 ICDR Arbitration Rules,* available at https://www.whitecase.com/insight-alert/2021-icdr-arbitration-rules
2) IAR 2021, Art. 23(1).
3) IAR 2021, Art. 23(2).
4) David L. Wallach, 'The Emergence of Early Disposition Procedures in International Arbitration', in *Arbitration International*, Vol. 37, No. 4, p. 835 et seq., available at https://www.ila-americanbranch.org/wp-content/uploads/2023/09/The_Emergence_of_Early_Disposition_Procedures_in_International_Arbitration.pdf.

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5) IAR 2021, Art. 23(3).

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AAA-ICDR Opening and Closing Arguments

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

- AAA-ICDR - Opening and Closing of the Hearing - Agreed Chronology - Template - 2026
- AAA-ICDR - Opening and Closing of the Hearing - Dramatis Personae - Template - 2026
- AAA-ICDR - Opening and Closing of the Hearing - Errata Sheet - Template - 2026
- AAA-ICDR - Opening and Closing of the Hearing - Hearing Schedule - Template - 2026
- AAA-ICDR - Opening and Closing of the Hearing - PO on Post-Hearing Briefs - Template - 2026
- AAA-ICDR - Opening and Closing of the Hearing - PO on Virtual Hearing - Template - 2026
- AAA-ICDR - Opening and Closing of the Hearing - Pre-Hearing PO - Template - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The hearing can occur 'on the documents' (i.e. relying only on the parties' written submissions) or may include an oral meeting. Regardless of which style of hearing is chosen, the hearing is private, unless the parties agree or the applicable law requires otherwise. (1) Regardless of hearing style, the close of the hearing (meaning the end of the tribunal's receipt of submissions) must be declared and documented by the tribunal.

This section focuses on oral hearings, where oral testimony and argument take place. The hearing or any portion of it may be held in person or by video, audio, or other electronic means, or a hybrid combination of any of the above. (2) Under IAR 2021, Article 26, a remote hearing may be held if the tribunal determines – after allowing party comment – that it is appropriate and does not compromise any party's right to a fair process. The tribunal may also direct that witnesses be examined remotely.

Many of the rules governing the hearing will be contained in Procedural Order No. 1 or in subsequent procedural orders. Going into the hearing, the tribunal should have an indicative schedule of the whole hearing. It is helpful, if not essential, to have advance agreement on the number of hearing days, the schedule of each hearing day, and what manner of timekeeping might be used. For counsel, it is most frustrating when a chair does not have control over the hearing. If the case is planned to last five days, the chair must ensure that it ends on time.

The tribunal shall give the parties reasonable notice of the date, time, and place of any oral hearing. (3) Each party shall give the tribunal and the other parties the names and contact information of its witnesses, and the subject and language of their testimony, at least fifteen days before the hearing. (4) 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. (5) This can help the Tribunal establish a schedule for the examination of witnesses and experts. (6)

The hearing should have no surprises and everything that can be done ahead of the hearing, should be. There should be a 'cut-off' date for the submission of evidence and parties should exchange demonstratives at a date certain, prior to the hearing.

Parties differ in their approaches to opening statements. Some parties provide only a brief opening and rely on their written submissions as their opening. This approach helps ensure that there is enough time available for witness and expert examination. Many cases, however, involve longer openings, as attorneys use the opportunity to re-engage the tribunal and to fully engage the client in the process.

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The oral hearing also presents Parties the opportunity to make oral closing arguments or, alternatively, to provide written closings in the form of a post-hearing brief. Preparing an oral closing is less expensive because it is limited in time. A post-hearing brief, however, gives the parties an opportunity to absorb what transpired at the hearing and to provide a fuller response. Counsel and the tribunal should agree no later than the first day of the hearing whether an oral closing will be required.

Following the final submission, the tribunal must close proceedings. This closure should be documented by a procedural order or even within the hearing transcript, noting the date and confirmation by the parties.

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References

1) IAR 2021, Art. 26(6).
2) IAR 2021, Art. 26(2).
3) IAR 2021, Art. 26(1).
4) IAR 2021, Art. 26(5).
5) IAR 2021, Art. 26(4).
6) This sentence is from the sample checklist provided in Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), pp. 25–27, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.

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AAA-ICDR Witness and Expert Examination

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Authors: Luis Martinez, International Centre for Dispute Resolution (ICDR) and Katherine Simpson, Simpson Dispute Resolution and Grant Hanessian, Hanessian ADR and Kabir Duggal, Akin Gump Strauss Hauer & Feld LLP

Last updated: July 2026

Templates & Examples

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

The oral hearing is the key time for the examination of witnesses and experts.

Examination of Witnesses: The tribunal may determine the manner in which witnesses are to be examined [1] and who shall be present during witness examination. [2] The tribunal can direct that witnesses be examined through means that do not require their physical presence. [3] If a witness fails to appear as required without a valid excuse, the tribunal may take any action it deems appropriate, including reducing the weight to be given to the witness's written statement or disregarding it completely. [4]

In an AAA-ICDR proceeding, depending on the tribunal, witnesses usually need not rest entirely on their written statement. Instead, direct examination often entails a brief, perhaps ten-minute question and answer session with the party presenting them, followed by the witness confirming whether the statement is true or if there are any additions or modifications to be made. Following this, once the witness is as comfortable as one can be in the hot seat, cross-examination will begin. Counsel will conduct the cross examination, and the members of the tribunal often will hold their questions until the end, perhaps with clarifying questions. Depending on the arbitrators, if cross is overly aggressive, the arbitral tribunal may insist that it become responsible for asking questions.

Examination of Experts: The parties and the tribunal will also use hearing time to examine experts.

As their 'direct' testimony, an expert may begin with a brief presentation to the tribunal on the methodology and a high-level summary of the report particularly on complex matters. This presentation lasts up to forty-five minutes and is followed by cross.

In international disputes, the experts may be asked to jointly testify in a 'witness conference' that is also described as 'hot tubbing'. In this testimonial format, each expert independently provides their forty-five-minute presentation as direct. Following this, both experts sit together (like in a hot tub) and the tribunal and party representatives present questions to both experts. The experts will answer, often taking turns in a conversational and professional format.

This style of questioning offers the tribunal and the parties a valuable opportunity to efficiently identify and address areas of convergence and divergence. Witness conferencing enables the experts speak to each other and prevent a situation where the expert testimonies do not respond to each other. It also saves time – the experts only need to be asked one question, once, and they can build from and respond to another's statements.

Counsel should try to find out, as early as possible and even at the first meeting with the arbitrators, whether the tribunal will want to conduct the expert examination by hot tubbing. This information could affect who counsel appoints as expert, as some experts are simply better at hot tubbing than are others. Not all examinations can be predicted, however. Hot tubbing can begin informally. If all experts are in the room during testimony, the chair will likely start asking questions of both. If this occurs, it is essential for counsel to ensure that both experts are answering questions under oath.

Parties and the tribunal can be flexible to get the most benefit from the expert. With agreement of the parties and permission of the tribunal, the authors are aware of one case where the expert gave the tribunal a half-day tutorial on the technology involved in the case.

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1) Luis Manuel Martinez, 'ICDR vs. AAA Rules: Filing International Arbitration Cases', *AAA News and Insights* (2019), available at https://www.adr.org/news-and-insights/filing-an-international-case-under-the-icdr-international-arbitration-rules-or-the-aaa-commercial-rules-the-key-differences/.
2) IAR 2021, Art. 26(3).
3) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 26, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
4) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 36, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.; see IAR 2021, Art. 26(4).

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AAA-ICDR Post-Hearing Briefs

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Last updated: July 2026

Templates & Examples

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AAA-ICDR - Post-Hearing Briefs - Garima Deepak on Article 30 - AAA-ICDR - Supplement - 2026

AAA-ICDR - Post-Hearing Briefs - PO on Post-Hearing Briefs - Template - 2026

Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

It is important at the outset, to know if the tribunal wants closing arguments or briefs. That will affect the case preparation.

The AAA-ICDR advises that post-hearing submissions should be managed. Many tribunals manage this process by setting page limits or limiting the parties to answering specific questions that arose from the hearing. Post-hearing briefs are submitted simultaneously by the parties, in one round or two, such that neither side has the benefit of seeing the other sides final submission ahead of sending its own.

After receiving the final merits submission and upon being satisfied that the record is complete and the parties have no further submissions, the tribunal should formally declare the hearing closed under IAR 2021, Article 33. The sixty-day deadline for issuance of the final award begins from the date the hearing is declared closed. This closure should be documented by a procedural order or even within the hearing transcript, noting the date and confirmation by the parties.

If a hearing is reopened, the tribunal must issue a procedural order defining the scope of additional proceedings, deadlines, and the revised award timeline. Tribunals should expressly address cost submissions before closure to avoid reopening solely to consider costs.

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AAA-ICDR Arbitration Costs (End of Case)

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Tribunals should expressly address cost submissions before closing the record (i.e. closing the hearing) to avoid reopening solely to consider costs.

In the final award, the arbitral tribunal fixes the following costs of arbitration:

a. the fees and expenses of the arbitrators, including applicable taxes;

b. the costs of any assistance required by the tribunal;

c. the fees and expenses of the Administrator;

d. the reasonable legal and other costs incurred by the parties;

e. any costs incurred in connection with a request for interim or emergency relief pursuant to Articles 7 or 27;

f. any costs incurred in connection with a request for consolidation pursuant to Article 9; and

g. any costs associated with information exchange pursuant to Article 24. (1)

Following the final substantive submission (whether an oral closing or a post-hearing brief), the arbitral tribunal may invite cost submissions from the parties. In these submissions, the parties present the costs and expenses that they have incurred in pursuing or defending the arbitration. Each party will set forth the payments that have been made toward the deposit, and the reasonable and other attorneys' fees. Parties may even present arguments explaining why their costs are reasonable under the circumstances, but that the costs alleged by the other side are or are not.

Cost submissions often contain a table of costs and contain supporting documentation.

Often, the parties can reach agreement about how to present their cost submissions, which will contain a high-level summary of arguments regarding which side should bear which costs and in which proportion, fees and expenses paid, and any other arguments that party wishes to make. Some find it helpful to make these cost submissions simultaneously, such that neither side's submission is influenced by seeing what the other side has claimed as costs. Cost submissions are often made in one simultaneous submission, rather than two that would allow each side to respond to the other side's submission.

The tribunal may make a separate award for recovery in favour of the party or parties advancing costs of the arbitration. (2)

Contingency fees are rare in international arbitration, but in theory the tribunal has discretion to award fees. This would raise the question as to whether counsel can claim and receive the market value of their work. To make this claim, counsel would need to keep track of their hours.

Issues related to third party funding and the extent to which a funder may be liable for a costs award may arise. Many funders are now committing to paying costs.

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1) IAR 2021, Art. 37.
2) Elizabeth Anne Robertson, 'Clarity, Efficiency, and Economy: Highlights from the New 2021 ICDR International Dispute Resolution Procedures', *American Bar Association* (Spring 2021), available at https://www.americanbar.org/groups/litigation/resources/newsletters/alternative-dispute-resolution/spring2021-clarity-efficiency-and-economy-highlights-from-the-new-2021-icdr-international-dispute-resolution-procedures/.

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AAA-ICDR Final Award

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Pursuant to IAR 2021, Article 33(1), the tribunal shall make every effort to deliberate and prepare the award as quickly as possible after the hearing, specifically no later than sixty days from the date of the closing of the hearing, unless otherwise agreed by the parties, specified by law, or determined by the Administrator. The reasons upon which the award is based must be included, unless the parties have agreed otherwise (IAR 2021, Article 33(1)), however, reasoned awards are the standard under the IAR.

After the closing of the hearing, the arbitral tribunal has sixty days [1] within which to render the reasoned final award. [2] The tribunal must first transmit the award, in draft form, to the ICDR for administrative review for clerical and format errors, after which it is signed by the tribunal and communicated to the parties by the Administrator.

The AAA-ICDR conducts an internal administrative review of draft awards prior to their release to the parties. This review is done entirely by AAA-ICDR employees and does not address the merits of the tribunal's determinations. Rather, the review focuses on form, enforceability, and compliance with the applicable rules. The review may include verification that (1) all claims and counterclaims have been addressed, (2) the award states reasons where required, (3) costs and interest have been properly allocated, (4) the place and date of arbitration are identified, and (5) signature and other formal requirements have been satisfied. This quality-control mechanism is designed to enhance consistency and reduce the risk of clerical errors or procedural defects that could give rise to post-award challenges, thereby reinforcing the enforceability of AAA-ICDR awards under international conventions such as the New York Convention.

The tribunal also has the authority to determine its own jurisdiction, as well as the admissibility, relevance, materiality, and weight of the evidence and may allocate costs, draw adverse inferences, and take such additional steps as are necessary to protect the efficiency and integrity of the arbitration. [3] IAR 2021, Article 34, also provides the tribunal with (i) instruction on how to consider the currency which is the currency of the contract unless the tribunal considers another currency more appropriate, (ii) the ability to award pre-award or post-award, simple or compound interest of the Award and (iii) expressly excludes the awarding of punitive damages unless the parties agree otherwise. [4]

An award shall be signed by the arbitrator(s) along with the date on which the award was made and the place of arbitration. [5] An order or award may be signed electronically, unless:

a. the applicable law requires a physical signature,

b. the parties agree otherwise, or

c. the arbitral tribunal or Administrator determines otherwise. [6]

When there is more than one arbitrator, any award, order, decision, or ruling of the tribunal shall be made by a majority of the arbitrators. [7] In these cases of several arbitrators and any of them fails to sign an award, the award shall include or be accompanied by a statement of the reason for the absence of such signature. [8]

If applicable law requires an award to be filed or registered, the tribunal shall cause such requirement to be satisfied, so long as the parties to bring such requirements or any other procedural requirements of the place of arbitration to the attention of the tribunal. [9]

If the parties settle the dispute before a final award is made, the arbitral tribunal shall terminate the arbitration and may record the settlement in the form of a consent award on agreed terms, if requested by the parties. [10] During the entire process, the IAR binds the AAA-ICDR and the arbitrators to keep confidential all matters relating to the arbitration or the award. [11]

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1) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 34, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.; IAR 2021, Art. 33(1).
2) IAR 2021, Art. 33(1); Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 34, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
3) IAR 2021, Art. 21 and IAR 2021, Arts 22(7) and 22(8).
4) IAR 2021, Art. 34; Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 35, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
5) IAR 2021, Art. 33(2).
6) IAR 2021, Art. 32(4).
7) IAR 2021, Art. 32(2).
8) IAR 2021, Art. 33(2).
9) IAR 2021, Art. 33(4).
10) IAR 2021, Art. 35(1).
11) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 30, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.

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AAA-ICDR Post-Award Remedies

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Guidance

Luis M. Martinez ; Katherine Simpson ; Grant Hanessian ; Kabir Duggal

Pursuant to IAR 2021, Article 33(1), 'the parties shall carry out any such award without delay and, absent agreement otherwise, waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority, insofar as such waiver can validly be made'. [1]

After the award has been rendered, the IAR allows parties to request interpretation and corrections of clerical, typographical, or computational errors in the award [2] within thirty days of their receipt of the award. [3] The tribunal may also make these corrections on its own initiative. [4] The tribunal must issue such corrections within thirty days after receipt of the parties' last submissions on the topic. Such corrections shall contain reasoning and shall form part of the award. [5]

Within thirty days of receipt of an award, a party may note the absence of a decision on one or more issues, and may request that the tribunal issue an additional award as to claims, counterclaims, or setoffs that were presented but were omitted from the final award. [6] Within the same time period, the tribunal can issue an additional award on its own initiative, and any additional award shall be reasoned and form part of the award. [7]

Throughout this phase, the AAA-ICDR continues to provide support to the Parties and the Tribunal, which may continue to use AAA WebFile® portal for these post-award submissions.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.

References

1) IAR 2021, Art. 33(1).
2) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 37, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
3) IAR 2021), Art. 36(1).
4) IAR 2021, Art. 36(3).
5) IAR 2021, Art. 36(2).
6) IAR 2021, Art. 36(1).
7) IAR 2021, Art. 36(3).

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AAA-ICDR Publication of the Award

This guidance and the accompanying templates and examples have been created using the AAA-ICDR International Dispute Resolution Procedures 2021 (International Arbitration Rules, IAR), which took effect from 1 March 2021.

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Templates & Examples

In this section you will find templates, which are fill-in forms, and examples, which are pre-filled documents.

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The tribunal and the AAA-ICDR must keep all matters relating to the arbitration or the award confidential, unless otherwise agreed by the parties or required by applicable law. [1] The AAA-ICDR may, however, publish selected redacted awards, orders, decisions, and rulings that have become public through enforcement or otherwise. [2]

Where awards have not entered the public domain, the AAA-ICDR can only make an award public with the consent of all parties. [3] The AAA-ICDR can, however, publish 'awards, orders, decisions, and rulings' while concealing party identities and other identifying details, unless a party objects in writing within six months of the award. [4]

While the ICDR staff and arbitrators are bound by confidentiality, the parties are not. The parties, thus, are the drivers of award publication at the AAA-ICDR. Parties, therefore, may wish to enter into supplemental confidentiality agreements to safeguard sensitive information.

The authors were supported by Smriti Kafle, Pia Tavidian, and Silas Altheimer as research assistants. *The authors wish to clarify that this section does not set out the views of AAA-ICDR. No part of this section or any of the templates or examples provided should be understood as legal advice.*

References

1) IAR 2021, Art. 40(1).
2) IAR 2021, Art. 40(3).
3) Luis Manuel Martinez, 'A Guide to ICDR Case Management', in Grant Hanessian & Derek Soller (eds), *ICDR Awards and Commentaries , Vol. 2* (Juris, 2023), p. 31, available at https://icdr.org/sites/default/files/document_repository/A_Guide_to_ICDR_Case_Management-LM.pdf.
4) IAR 2021, Art. 40(4).

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