# EXPERT DETERMINATION

# (i) Any party to this Agreement (the Applicant) may apply, in writing, to the LCIA to appoint an Expert to [describe function] (the Application), enclosing a copy of this Agreement and a brief statement describing the nature and circumstances of the dispute and setting out any matters that the Applicant wishes to bring to the attention of the LCIA for the purposes of selecting the Expert, with simultaneous copy of the Application to the other Party [Parties].

# (ii) Within [X] days of service of the Application, the other Party [Parties] to this Agreement shall send to the LCIA, with simultaneous copy to the Applicant, a reply to any matters raised by the Applicant in the Application (the Reply).

# (iii) The LCIA shall endeavour to appoint the Expert within [X] days of service of the Reply, or as soon as reasonably practicable thereafter.

# (iv) The LCIA’s charges for acting as appointing authority shall be in accordance with its schedule of arbitration fees and costs, as in force at the time of the Application (the Schedule of Costs).

# (v) Prior to appointment, the Expert shall provide the LCIA with a written résumé of his past and present professional positions; shall agree in writing a fee rate conforming to the Schedule of Costs and shall sign a declaration to the effect that there are no circumstances known to him likely to give rise to justifiable doubts as to his independence and impartiality.

# (vi) The Expert shall assume a continuing duty to disclose any such circumstances to the LCIA and to the Parties, if such circumstances should arise after the date of such declaration and before the Expert Determination is concluded.

# (vii) The Expert may adopt such procedures, and may conduct the Expert Determination in such manner, as he considers appropriate.

# (viii) The Expert shall act as an expert and not as an arbitrator.

# (ix) The Expert shall endeavour to issue his decision within [X] days of his appointment, or as soon as reasonably practicable thereafter.

# (x) The decision of the Expert shall (unless fraud or manifest error is shown by either(any of the Parties) be final and binding on the Parties.

# (xi) None of the LCIA, the LCIA Court (including its President, Vice-Presidents and individual members), the Registrar, any deputy Registrar, or any Expert, acting pursuant to this Clause [X] shall be liable to any Party to this Agreement howsoever for any act or omission in so acting, save where the act or omission is shown by a Party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that Party. If (notwithstanding such exclusion of liability) any of the above-mentioned bodies and officers should be held liable to any third person, the Parties shall hold harmless and indemnify such body or officer in full (including reasonable legal costs), save where conscious and deliberate wrongdoing, committed by that body or officer, is shown.

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