# EXPERT DETERMINATION

## #.1. Commencement

### #.1.1 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].

### #.1.2 The Expert Determination shall be administered by the LCIA, which shall also be the appointing authority for the purpose of appointing the Expert and for determining any challenge to the Expert brought in accordance with this Clause.

### #.1.3 The LCIA’s charges 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).

### #.1.4 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).

## #.2. Appointment of Expert

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

### #.2.2 The Expert shall be appointed by the LCIA from the approved Panel of Experts [attached as Appendix A], as may be revised from time to time by the LCIA in consultation with the parties to this Agreement (the Parties).]

### #.2.3 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.

### #.2.4 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.

### #.2.5 The Expert shall act as an expert and not as an arbitrator.

## #.3. Further written submissions

### #.3.1 The filing of written submissions in addition to the Application and the Reply shall be upon the application of a Party and at the discretion of the Expert.

## #.4. Hearing

### #.4.1 The Expert shall fix a date, time and venue for a hearing, which shall be no later than [X] days after the latest date on which any written submission may be served, pursuant to Clause #.3.1, or no later than [X] days after the appointment of the Expert, if no further written submissions are to be filed.

### #.4.2 Otherwise, the Expert may adopt such procedures, and may conduct the Expert Determination in such manner, as he considers appropriate.
#.5. **The Determination**

#.5.1 The Expert shall endeavour to issue his decision within [X] days of the hearing, or as soon as reasonably practicable thereafter.

#.5.2 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.

#.6. **Communications and time limits**

#.6.1 All communications concerning the Expert Determination, shall be copied to the LCIA and, once appointed, to the Expert.

#.6.2 All communications shall be by fax and/or email, with hard copy following by post.

#.6.3 Time limits herein may be extended only by written agreement between the Parties, or by the Expert.

#.7. **Challenges**

#.7.1 An Expert may be challenged by any Party if circumstances exist that give rise to justifiable doubts as to his impartiality or independence. In such circumstances the challenge shall be brought, by written notice to the LCIA, within [X] days of the appointment of the Expert or within [X] days of the challenging party becoming aware of the circumstances giving rise to the challenge.

#.7.2 Unless the challenged Expert withdraws, or whichever of the Parties has not brought the challenge agree to the challenge, within [X] days of the date of the challenge, the LCIA shall decide the challenge and, if appropriate, shall appoint a replacement Expert.

#.8. **Costs**

#.8.1 The costs of the Expert Determination shall be in accordance with the Schedule of Costs and shall be borne in such proportions as the Expert shall determine, in his absolute discretion.

[#.8.2 Should the Expert also have the authority to apportion the parties’ legal and other costs?]

#.9. **Indemnity**

#.9.1 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 shall be liable to any party howsoever for any act or omission in so acting, save where the act or omission is shown by any 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 to this Agreement 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.

[#.10. **Confidentiality**

#.10.1 The Expert Determination and all information and documents provided for the purpose of the Expert Determination, and the Determination, shall be, and shall remain, private and confidential, unless agreed in writing by all of the Parties, or required by law.]