ICC International Court of Arbitration®

1 June 2026

Note to Parties and Arbitral Tribunals on the Conduct of ICC Arbitration

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Part I: General Guidance

I - General information

1. This Note is intended to provide parties and arbitral tribunals with practical guidance concerning the conduct of arbitrations under the Rules of Arbitration ("Rules") of the International Chamber of Commerce ("ICC") as well as the practices of the ICC International Court of Arbitration ("Court") and its Secretariat ("Secretariat").

2. This guidance applies to all ICC arbitrations, irrespective of the version of the Rules under which they are conducted, except where a provision relates specifically to an earlier version of the Rules and is therefore inapplicable. The Articles in this Note refer to the 2026 Rules.

3. The Rules include the Expedited Procedure Provisions, Highly Expedited Arbitration Provisions and Emergency Arbitrator Provisions. When used individually or in conjunction with other ICC dispute resolution mechanisms, the Rules streamline the arbitration process and boost efficiency, while giving parties the flexibility to tailor the dispute resolution framework to their specific needs and priorities.

A. The ICC International Court of Arbitration and its Secretariat

4. The Court is an administrative body, which ensures that ICC arbitrations are conducted in accordance with the Rules. It does not itself resolve disputes (Article 1(2) of Appendix I).

5. The Court is assisted by the Secretariat (Article 14 of Appendix I). The Secretariat is led by the Secretary General, the Deputy Secretary General and the Managing Counsel who oversee the case management teams, each headed by a Counsel.

6. The Secretariat closely monitors each arbitration, recommends courses of action to the Court on all matters which the Court must decide under the Rules, and assists parties and arbitral tribunals with any questions relating to the conduct of the arbitration. While maintaining strict neutrality, the Secretariat is at the disposal of the parties, as well as their counsel or other representatives ("counsel"), regarding any questions they may have concerning the application of the Rules.

7. At the end of each arbitration, the parties, their counsel and the arbitrators are invited to submit an evaluation form, which is kept confidential by the Secretariat.

B. Where Requests for Arbitration Can Be Submitted

8. ICC Arbitration is commenced upon the Secretariat's receipt of a Request for Arbitration ("Request"). Parties are encouraged to file their Requests electronically using ICC Case Connect powered by Opus 2 ("ICC Case Connect").

9. Alternatively, a claimant may submit a Request by email to rfa@iccwbo.org, or as a hard copy if the party filing the Request requests transmission against receipt, registered post or courier or if electronic transmission is not practicable (Article 3(2)). The list of the Secretariat's offices where Requests may be submitted may be found here.

10. Upon receipt of the Request, the case will be assigned to one of the Secretariat's case management teams, at the Secretary General's discretion. The case management office administering the case has no bearing on the place of arbitration.

C. Communications

11. The Secretariat notifies the Request, Answer to the Request and any Request for Joinder to the parties. Parties and arbitrators shall send copies of all other pleadings and written communications directly to all other parties, arbitrators and the Secretariat (Article 3(3)).

12. As a general rule, parties shall send the Request (see Part I, paras. 8-9), Answer and any counterclaim(s) (Article 6), and any Request for Joinder (Article 8) to the Secretariat by electronic means (Article 3(1)). Parties shall submit hard copies only where the party filing the Request, Answer and any counterclaim(s), or any Request for Joinder requests transmission thereof by delivery against receipt, registered post or courier or if electronic transmission is not practicable (Article 3(2)). In all other instances, hard copies shall not be sent to the Secretariat. If sent, the Secretariat may destroy the hard copy immediately after ensuring it retains an electronic copy of the communication (Article 5(3) of Appendix II).

13. Throughout the arbitration proceedings, parties have a dedicated case management platform to facilitate communications and document-sharing, ICC Case Connect. Parties and arbitral tribunals are encouraged to make use of ICC Case Connect, although the degree to which they do so is left to their discretion. Throughout the proceedings, the Secretariat will primarily communicate via ICC Case Connect. More information about ICC Case Connect is available at ICC Case Connect Support.

II - Parties

A. Representation

14. Parties must inform the Secretariat and the arbitral tribunal of the name(s) and contact details of their representative(s) and promptly inform all concerned of any changes in their representation (Article 18(1)).

15. Once the arbitral tribunal has been constituted, the parties are expected to refrain from introducing a new representative where a relationship exists between that representative and one or more of the arbitrators that could compromise the arbitrator's independence and impartiality.

16. Pursuant to Article 18(2), the arbitral tribunal may, after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation. Such measures may include, but are not limited to, excluding the newly introduced party representative from the proceedings.

17. In deciding whether to exclude a newly introduced party representative from the proceedings, the arbitral tribunal is expected to carefully consider all relevant circumstances with the aim of safeguarding the integrity of the arbitration, such as (i) the ability of the party that has introduced the new representative to properly submit its case in the absence of that representative, (ii) the timing of the addition of the newly introduced party representative, and (iii) the potential disruption of the arbitration due to the new representative's participation, if that participation results in a successful challenge against one or more of the arbitrators.

B. Joinder of Additional Parties

18. A party wishing to join an additional party, either before or after the file has been transmitted to the arbitral tribunal, shall submit a request for joinder to the Secretariat ("Request for Joinder")

containing the information set out in Article 8(2) together with the filing fee set out in the Schedule of Fees (Article 8(3)). A Request for Joinder is made in the same manner as a Request for Arbitration.

19. If the Request for Joinder is filed before the confirmation or appointment of any arbitrator, the additional party automatically becomes a party to the arbitration as of the date on which the Request for Joinder is received by the Secretariat (Article 8(1)). The additional party shall submit an Answer in accordance with Article 6, may raise pleas pursuant to Article 7(1) and may make claims against any other party in accordance with Article 9. Should any party have objections to the joinder of the additional party, they may raise their pleas pursuant to Article 7(1).

20. If the Request for Joinder is made after the confirmation or appointment of any arbitrator, the arbitral tribunal, once constituted, will decide whether to accept the Request for Joinder, subject to the additional party accepting the constitution of the arbitral tribunal (Article 8(6)). No additional party can be joined unless the conditions of Article 8(6) are satisfied.

III - Consolidation

21. Article 11 contemplates three possible scenarios in which the Court may, at the request of a party, consolidate two or more pending ICC arbitrations:

    a. When all parties agree to the consolidation (Article 11(1)(a));

    b. When all claims are based on the same arbitration agreement or arbitration agreements, even if the parties in the pending arbitrations are not the same (Article 11(1)(b)). For example: parties A, B, C and D are parties to a Share Purchase Agreement (SPA) and a Shareholders Agreement (SHA). Parties A and D are parties to arbitration 1, while parties B and C are parties to arbitration 2. In such a scenario, consolidation of arbitrations 1 and 2 may be possible if the claims in both arbitration 1 and arbitration 2 were filed under the arbitration agreements of both the SPA and the SHA; or

    c. When the claims are made under different arbitration agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible (Article 11(1)(c)). For example: arbitration 1 is between parties A and B with claims under an SPA arbitration agreement, and arbitration 2 is between the same parties with claims under a SHA arbitration agreement, with each arbitration agreement being compatible. In that scenario, consolidation may be possible if the disputes in the arbitrations arise from the same legal relationship.

IV - Arbitral Tribunal

A. Impartiality and Independence

(i) Statement of Acceptance, Availability, Impartiality and Independence

22. All arbitrators have the duty to act at all times in an impartial and independent manner (Article 12(1)).

23. The Court requires all prospective arbitrators to complete and sign a Statement of Acceptance, Availability, Impartiality and Independence ("Statement") (Article 12(2) of the Rules and Article 2(5) of Appendix IV to the Rules).

24. By signing the Statement, prospective arbitrators acknowledge that their name and contact details, as well as their *curriculum vitae* or profile completed in ICC Case Connect ("Profile"), may be communicated to the members of the Court, the Secretariat at its various offices and ICC National Committees and Groups, in order to perform their respective functions assigned under the Rules. By signing the Statement, prospective arbitrators also acknowledge that their names and related information, as well as their award(s), procedural order(s) and dissenting or concurring opinion(s) may be published pursuant to section XX(C) of this Part I. These processing operations are described in the ICC Data Privacy Notice for ICC Dispute Resolution Proceedings and arbitrators and prospective arbitrators can object to publication in accordance with such notice.

25. Prospective arbitrators' Profiles will be provided to the parties. Once confirmed or appointed, an arbitrator's Profile will become visible to all ICC Case Connect users in the ICC Case Connect Profiles section. An arbitrator may request that access to their Profile be restricted to ICC and the participants in the arbitration.

26. Arbitrators are encouraged to ensure that they have appropriate insurance to cover their potential liability. In assessing whether they should seek insurance, arbitrators may want to consider the circumstances of the case, including the amount in dispute, the currencies used, the nationalities and locations of the parties, the place of arbitration and the location of hearings.

(ii) Disclosure

27. The parties have a legitimate interest in being fully informed of all facts or circumstances that may be relevant in their view to satisfy themselves that an arbitrator or prospective arbitrator is and remains impartial and independent. If the parties so wish, they may explore the matter further and/or take the initiatives contemplated by the Rules, including requesting further information, making an objection to the confirmation of the prospective arbitrator, or to challenge an arbitrator.

28. An arbitrator or prospective arbitrator shall disclose in his or her Statement, and as the arbitration is ongoing, any circumstance that might be of such a nature as to call into question his or her independence in the eyes of the parties or could give rise to reasonable doubts as to his or her impartiality (Article 12(2)).

29. In making such assessment, an arbitrator or prospective arbitrator should consider all potentially relevant circumstances, including **but not limited to** the following:

    a. The arbitrator or prospective arbitrator, or his or her law firm, represents or advises, or has represented or advised one of the parties or one of its affiliates.

    b. The arbitrator or prospective arbitrator, or his or her law firm, acts or has acted against one of the parties or one of its affiliates.

    c. The arbitrator or prospective arbitrator, or his or her law firm, has a business relationship with or economic interest in one of the parties or one of its affiliates.

    d. The arbitrator or prospective arbitrator, or his or her law firm, has a personal interest of any nature in the outcome of the dispute.

    e. The arbitrator or prospective arbitrator, or his or her law firm, acts or has acted on behalf of one of the parties or one of its affiliates as director, board member, officer, or otherwise.

    f. The arbitrator or prospective arbitrator, or his or her law firm, is or has been involved in the dispute or has expressed a view on the dispute in a manner that might affect his or her impartiality, including but not limited to as a mediator, expert, or member of a dispute board.

g. The arbitrator or prospective arbitrator has or has had a professional or close personal relationship with counsel to one of the parties or the counsel's law firm.

h. The arbitrator or prospective arbitrator has or has had a professional or close personal relationship with non-parties having an interest in the outcome of the arbitration, such as entities with a direct economic interest in the dispute or an obligation to indemnify a party for the award, as well as any of the witnesses or experts.

i. The arbitrator or prospective arbitrator acts or has acted as arbitrator in a case involving one of the parties or one of its affiliates.

j. The arbitrator or prospective arbitrator acts or has acted as arbitrator in a related case.

k. The arbitrator or prospective arbitrator has in the past been appointed as arbitrator by one of the parties or one of its affiliates, or by counsel to one of the parties or the counsel's law firm.

l. The arbitrator or prospective arbitrator is a member of the same barristers' chambers as another arbitrator or counsel in the pending proceeding.

m. The arbitrator or prospective arbitrator has served or is currently serving as an arbitrator or has or has had a professional or close personal relationship with any of the other members of the arbitral tribunal.

30. Any doubt shall be resolved in favour of disclosure (Article 12(2)).

31. A disclosure does not, by itself, establish a lack of independence or impartiality (Article 12(4)). On the contrary, arbitrators who make disclosures consider themselves to be impartial and independent, notwithstanding the disclosed facts, or else they would decline to serve. In the event of an objection or a challenge, it is for the Court to assess whether the matter disclosed is an impediment to serving as an arbitrator. Although failure to disclose is not in itself a ground for disqualification, it will be considered by the Court in assessing whether an objection to confirmation or a challenge is well founded.

32. The duty to disclose is of an ongoing nature and, therefore, applies throughout the duration of the arbitration (Article 12(3)).

33. An advance waiver regarding possible conflicts of interest that may arise in the future does not discharge an arbitrator from his or her ongoing duty to disclose and does not in any event bind the Court.

34. When determining whether to make a disclosure, an arbitrator or prospective arbitrator is expected to make reasonable enquiries into his or her personal records, law firm records and other readily available materials.

35. Regarding the scope of disclosures, an arbitrator is considered to bear the identity of his or her law firm.

36. Arbitrators have a duty to devote the time necessary to the arbitration, and to conduct the proceedings as diligently, efficiently and expeditiously as possible. Accordingly, prospective arbitrators shall indicate in the Statement the number of arbitrations in which they are currently acting, specifying whether they are acting as president, sole arbitrator, co-arbitrator or counsel to a party, as well as any other commitments and their availability over the next 24 months, or 12 months for Expedited Procedures, or 6 months for Highly Expedited Arbitrations.

37. If one or more parties object to the confirmation of a prospective arbitrator, or in case of a challenge, the Secretariat will invite the other party or parties, the arbitrator or prospective arbitrator and, as the case may be, the other members of the arbitral tribunal, to comment.

(iii) Party's Lists of Relevant Entities

38. In arbitrations under the 2026 Rules, to assist prospective arbitrators in complying with their disclosure obligations (see Part I, section IV(A)(ii), immediately above), each party must, pursuant to Article 12(5) and at the time of filing their respective Request, Answer, Request for Joinder, Answer to a Request for Joinder or request for an extension of time for submitting an Answer, submit to the Secretariat a list of persons and entities which they believe the prospective arbitrators should consider and the reasons thereof. In providing the reasons, the Secretariat would expect a short description of the relevance of the person or entity to the dispute. The Secretariat will combine such lists and provide the combined list to the prospective arbitrators. Considering the purpose of the list is limited to assisting the prospective arbitrators in complying with their disclosure obligations, parties are not expected to comment on the list provided by any other party.

39. Where the parties are participating, the Secretariat may add the following entities to the combined list if these have been omitted from the parties' lists: (i) signatories to the arbitration agreement, and (ii) any affiliate of a party mentioned in the submissions and documentary evidence provided by the parties. Where a party is not participating, the Secretariat will endeavour to identify, at the outset of the case, entities and individuals in the arbitration that may be relevant for purposes of disclosure.

40. Such lists do not release an arbitrator or prospective arbitrator from his or her duty to disclose other relevant entities and individuals of which he or she is aware. While maintaining strict neutrality, the Secretariat is at the arbitrators' disposal regarding any questions they may have concerning the interpretation of the present disclosure provisions as well as the general application of the Rules.

(iv) Third Party Funding

41. To assist arbitrators and prospective arbitrators in complying with their disclosure obligations (see Part I, section IV(A)(ii)), each party must, pursuant to Article 12(6), promptly inform the Secretariat, the arbitral tribunal and the other parties of the existence and identity of any non-party that has entered into an arrangement for the funding of claims and defences and under which that non-party has an economic interest in the outcome of the arbitration. For example, a non-party that is entitled to receive all or part of the proceeds of the award.

42. Article 12(6) would normally not capture (i) inter-company funding within a group of companies, (ii) fee arrangements between a party and its counsel, or (iii) an indirect interest, such as that of a bank having granted a loan to the party in the ordinary course of its ongoing activities rather than specifically for the funding of the arbitration, unless the arbitral tribunal makes a different determination considering the circumstances of the case.

B. Constitution of the Arbitral Tribunal

43. Arbitral tribunals are constituted under the Rules in accordance with the parties' agreement.

44. Where the parties have not agreed upon the number of arbitrators, the Court will appoint a sole arbitrator, except where the Court determines that the complexity of the dispute or the interests at stake warrant three arbitrators (Article 13(2)).

45. Without prejudice to other relevant circumstances that may lead to the constitution of a three-member arbitral tribunal, the Court will normally decide in favour of a sole arbitrator where the amount in dispute is less than US$ 15,000,000 and in favour of three arbitrators where the amount in dispute exceeds US$ 30,000,000.

46. Specific provisions apply to the Expedited Procedure Provisions. For full details, see Part I, section VIII(D).

47. By agreeing to the Highly Expedited Arbitration Provisions, the parties consent to one arbitrator. For further details on the constitution of the arbitral tribunal in Highly Expedited Arbitration, see Part I, section IX(C).

48. Article 13(7) addresses the constitution of three-member arbitral tribunals in multiparty arbitrations and requires the multiple claimants, jointly, and multiple respondents, jointly, to nominate an arbitrator. Article 13(8) provides that an additional party may jointly with the claimant or the respondent, nominate an arbitrator for confirmation pursuant to Article 14.

49. In the absence of the aforementioned joint nomination, the Court may appoint an arbitrator on behalf of the parties that failed to nominate jointly. Alternatively, the Court may appoint each member of the arbitral tribunal and designate one of them to act as president (Article 13(9)), unless all parties agree to a method for the constitution of the arbitral tribunal. Where it appears that the interests of multiple parties that failed to nominate jointly may not be aligned, the Court applies Article 13(9) with the aim of ensuring that all parties are treated equally when constituting the arbitral tribunal.

50. Article 13(10) provides that, in exceptional circumstances, the Court may appoint each member of the arbitral tribunal, notwithstanding any agreement by the parties on the method of constituting the arbitral tribunal, when the provisions of the arbitration agreement are unconscionable and applying them would result in a significant risk of unequal treatment or unfairness that may affect the validity of the award. For example, the Court may apply Article 13(10) when the arbitration agreement provides that one of the parties will have the right to constitute the arbitral tribunal unilaterally, and such unilateral right is not admitted by law at the place of arbitration.

51. Pursuant to Article 14(5), when the Court appoints the sole arbitrator or the president of the arbitral tribunal, that arbitrator shall not be of the same nationality as any of the parties, unless the parties agree otherwise. The rule seeks to ensure that the president of the arbitral tribunal or the sole arbitrator is fully neutral from the parties, while still acknowledging the right of the parties to nominate co-arbitrators sharing their nationality. Where all parties share the same nationality and in appropriate circumstances, the Court may derogate from this requirement if none of the parties objects. However, if the parties are of the same nationality, but the dispute is international in nature (*e.g.*, one of the parties is a Special Purpose Vehicle (SPV) or the local subsidiary of an international group) then an arbitrator with the same nationality will generally not be appointed.

52. Article 14(6) acknowledges the specific nature of arbitrations arising from treaties or investment protection laws, where the arbitral tribunal must apply international law and may have to assess the legitimacy of public policies, regulations and national legislation adopted for public interest purposes. In such a context, none of the arbitrators may have the same nationality as any party to the arbitration, unless the parties agree otherwise.

C. Confidentiality

53. Arbitrators shall keep confidential all matters relating to the arbitration unless otherwise in the public domain, agreed by the parties, required by applicable law, or necessary to protect a legal right or comply with disclosure obligations (Article 12(8)).

D. Assistance from the Secretariat with the Nomination or Appointment of Arbitrators

54. Parties nominating a sole arbitrator or president of the arbitral tribunal for confirmation by the Secretary General or the Court, and co-arbitrators nominating a president of the arbitral tribunal, may jointly seek the Secretariat's assistance by requesting that the Secretariat either propose names of possible candidates or provide non-confidential information on prospective arbitrators. Upon joint request of the parties, the Secretariat may also contact prospective arbitrators in order to check their experience, availability and possible conflicts of interests.

55. The parties may agree that the Court's appointment of a sole arbitrator or president of the arbitral tribunal is made in consultation with the parties. In particular, the parties may agree that any such appointment will be made following a list procedure, whereby the Secretariat establishes a list of candidates and submits it to the parties (for example by allowing the parties to strike a limited number of candidates and rank the others by order of preference) before proceeding with the appointment. The Court may fix the ICC administrative expenses at a higher figure than that resulting from the Schedule of Fees where such services are provided (Article 6(6) of Appendix III).

V - Emergency Arbitrator

56. Pursuant to Article 31 and Appendix IV (collectively, the "Emergency Arbitrator Provisions"), a party that needs urgent interim or conservatory measures ("Emergency Measures"), which cannot await the constitution of an arbitral tribunal, may make an application to the Secretariat ("Application").

57. The Emergency Arbitrator Provisions apply only to parties that are signatories to the arbitration agreement that is relied upon for the application, successors to such signatories, or any party for whom the President of the Court ("President") is satisfied, based on information in the Application, that an arbitration agreement binding such party may exist (Article 1(2) of Appendix IV).

58. Pursuant to Article 1(3) of Appendix IV, the Emergency Arbitrator Provisions do not apply if:

    a. the arbitration agreement under the Rules was concluded before 1 January 2012;

    b. the parties have opted out of the Emergency Arbitrator Provisions; or

    c. the arbitration agreement upon which the Application is based arises from a treaty or an investment protection law.

59. Parties may agree that the Emergency Arbitrator Provisions apply to arbitration agreements concluded before 1 January 2012.

60. Parties who intend to file an Application should inform the Secretariat as soon as possible and preferably before submitting the Application. If the Application precedes the Request for Arbitration, parties shall file such Application by sending an email to: emergencyarbitrator@iccwbo.org. If the Application relates to an ongoing arbitration, parties shall file the Application by ICC Case Connect or by email to the ICC case management team to which the ongoing arbitration has been assigned.

61. Upon receipt of the Application, the President will consider whether the Emergency Arbitrator Provisions apply. If the President considers that the provisions apply, the Secretariat will transmit the Application to the responding party. Without prejudice to the parties' status in the main arbitral proceedings, the President may consider that the Emergency Arbitrator Provisions do not apply or apply only with respect to some of the parties and/or some of the parties' claims. If the provisions

are not applicable in part or in full, the Secretariat will inform the parties accordingly and nevertheless transmit a copy of the Application to all parties for their information.

62. The President will terminate the Emergency Arbitrator proceedings if the Secretariat has not received a Request for Arbitration within 10 days from the Secretariat's receipt of the Application, unless the emergency arbitrator determines that a longer period of time is necessary (Article 1(8) of Appendix IV).

63. The President shall appoint the emergency arbitrator in as short a time as possible, normally within two days from the Secretariat's receipt of the Application.

64. Emergency arbitrators are subject to the requirements set forth in section IV(A) of this Part I. A challenge against an emergency arbitrator must be made within three days from the party's receipt of the notification of the emergency arbitrator's appointment, or from the date when said party was informed of the facts and circumstances on which the challenge is based, if such date is after the appointment notification. The Court may decide the challenge, after affording all parties and the emergency arbitrator an opportunity to comment in writing, before or after the Emergency Arbitrator Order ("Order") is rendered.

65. The emergency arbitrator's first task is to establish a procedural timetable as soon as possible, normally within two days of receiving the file (Article 5(1) of Appendix IV). In doing so, the emergency arbitrator is expected to ensure that the responding party is granted time to reply to the Application.

66. The emergency arbitrator shall issue the Order no later than 15 days after receiving the file (Article 6(4) of Appendix IV). The President may extend that time limit pursuant to a reasoned request, or on the President's own initiative (Article 6(4) of Appendix IV).

67. The Court will not scrutinise the draft Order. The emergency arbitrator is expected to submit their draft Order to the Secretariat prior to the expiration of the time limit set out in Article 6(4) of Appendix IV. The Secretariat will review the draft Order and may provide comments and/or guidance. The Emergency Arbitrator Order Checklist may also provide guidance to the emergency arbitrator in drafting the Order.

68. The Order may be signed and notified in electronic form if the emergency arbitrator so decides after having consulted the parties.

69. The effects of the Order are set forth in Articles 6(6) to 6(11) of Appendix IV.

70. Pursuant to Article 7 of Appendix IV, a party may, at any stage of the Emergency Arbitrator proceedings, request a preliminary order directing another party not to frustrate the purpose of the Application ("Preliminary Order"). Such request may be made and decided upon on an *ex parte* basis. If determined *ex parte*, the Secretariat or the emergency arbitrator will transmit the request for a Preliminary Order to all other parties as soon as the emergency arbitrator has decided on the request.

VI - Conduct of the Arbitration

A. Conduct of Participants in the Arbitration

71. Arbitral tribunals, parties and their representatives are expected to abide by the highest standards of integrity and honesty, to conduct themselves with honour, courtesy and professionalism, and to encourage all other participants in the arbitral proceedings to do the same.

72. Arbitrators shall discharge their duties in accordance with the Rules, be at all times impartial and independent, are expected to avoid any behaviour that may create a conflict of interest, bias or an appearance of bias, and not allow any consideration that is extraneous to the case to influence their decisions.

73. Parties and arbitral tribunals are encouraged, where appropriate, to adopt or otherwise be guided by the International Bar Association Guidelines on Party Representation in International Arbitration.

74. An arbitrator or prospective arbitrator is expected not to engage in *ex parte* communications with a party or party representative concerning the arbitration. However:

    a. A prospective arbitrator may communicate with a party or party representative on an ex parte basis to determine his or her expertise, experience, skills, availability, acceptance and the existence of potential conflicts of interest.

    b. To the extent that the parties so agree, arbitrators may communicate with parties or party representatives on an ex parte basis for the purpose of selecting the president of the arbitral tribunal.

75. In all such *ex parte* communications, an arbitrator or prospective arbitrator is expected to refrain from expressing any views on the substance of the dispute.

B. Protection of Personal Data

76. ICC recognises the importance of effective and meaningful personal data protections when it collects and uses such personal data as a data controller pursuant to data protection laws and regulations, including the European Union Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to: the processing of personal data and on the free movement of such data (the "General Data Protection Regulation" or "GDPR"), and the European Union Regulation 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (the "Artificial Intelligence Act"). To that effect, ICC has published the ICC Data Privacy Notice for ICC Dispute Resolution Proceedings.

77. Arbitral tribunals, in performing their duties under the Rules, also collect and process such personal data. For this purpose, such personal data may be transferred by or to the various offices of the Secretariat in and out of the European Union. Arbitral tribunals may refer to the ICC Model Data Protection Clause for Procedural Order One, which provides arbitrators with guidance in the drafting of a data protection clause, when the arbitral tribunal considers that the GDPR or other similar data protection laws and regulations apply to the arbitration.

78. The parties shall ensure that (i) their representatives, as well as their witnesses, party-appointed experts and any other individual appearing on their behalf or in their interest in the arbitration, are aware that their personal data may be collected, transferred, published and archived for purposes of the arbitration, and (ii) they comply with applicable data protection regulations, including the GDPR.

79. Parties and arbitrators shall ensure that only personal data that is necessary and accurate for the purposes of the arbitration proceedings are processed. Any individual whose data is collected and processed in the context of an arbitration may at any time request the appropriate data controller to exercise their right of access and that inaccurate data be corrected or suppressed, according to the applicable data protection laws and regulations.

80. The arbitral tribunal, the parties and their representatives shall put in place and ensure that all those acting on their behalf put in place appropriate technical and organisational measures to ensure a reasonable level of security appropriate to the arbitration, taking into account the scope and risk of the processing, the state of the art of the technology, the impact on data subjects, the capabilities and regulatory requirements of all those involved in the arbitration, the costs of implementation and the nature of the information being processed or transferred, including whether it includes personal data or sensitive business, proprietary or confidential information. To that effect, arbitral tribunals and parties are encouraged to consult the Report on the Use of Information Technology in International Arbitration by the ICC Commission on Arbitration and ADR.

81. Any breach of the security and confidentiality of personal data, such as unauthorised access to or use of personal data or inadvertent disclosure to persons who should not have been identified as recipients, must be reported immediately to the individual whose personal data may be affected and to the Secretariat.

82. Once an arbitration is completed, arbitrators may retain the personal data that was processed during the proceedings for as long as they keep the case file in their archives, pursuant to applicable laws. Such duration shall be communicated to the parties and the Secretariat.

83. ICC shall destroy or erase or retain personal data at the end of each case, as necessary and in accordance with Article 5 of Appendix II. Any retained case data shall be archived in accordance with applicable regulations.

84. The archives of the Court and its Secretariat are kept, amongst other reasons, for research purposes, and certain availability to such archives is in furtherance of ICC's mission to disseminate and improve international knowledge of arbitration (Articles 1(9) and 1(10) of Appendix II). Therefore, the Secretary General may permit access to the archives either in full, as excerpts (redacted or not), or in a summarised form, to researchers undertaking work of an academic nature, provided the researcher keeps the documents confidential.

C. Time Limits under the Rules

85. The Rules contain time limits which arbitrators and parties must endeavour to comply with, including:

86. **Case management conference ("CMC")**: upon receiving the file from the Secretariat, the arbitral tribunal shall hold an initial CMC within:

    a. 30 days in arbitrations under the Rules (Article 24(1));

    b. 15 days in arbitrations under the Expedited Procedure Provisions (Article 3(1) of Appendix V); or

    c. 7 days in Highly Expedited Arbitrations (Article 6(1) of Appendix VI).

87. No new claims can be filed by any party after the initial CMC, unless the arbitral tribunal expressly approves such new claims.

88. **Procedural timetable**: shall be established during or as soon as possible after the initial CMC and communicated to the Secretariat and the parties (Article 24(2)). The Secretariat may provide arbitral tribunals with model documents related to the conduct of the arbitration, in particular procedural timetables.

89. **Closing of the proceedings**: shall be done as soon as possible after the last hearing on matters to be decided in an award, or the filing of the last authorised submissions concerning such matters (Article 28).

90. **Date for submission of draft awards**: shall be indicated to the Secretariat and the parties when the arbitral tribunal closes the proceedings (Article 28). Draft final awards are expected to be submitted to the Secretariat three months after the last substantive step in the arbitration for three-member arbitral tribunals and two months for sole arbitrators (see Part I, section XII(D)).

91. **Final award**: shall be rendered within:

    a. the time limit fixed by the President based upon the procedural timetable in arbitrations under the Rules (Article 34);

    b. six months from the date of the CMC in arbitrations under the Expedited Procedure Provisions (Article 4 of Appendix V); or

    c. three months from the initial CMC in Highly Expedited Arbitrations (Article 7(1) of Appendix VI).

92. The President can extend the above-mentioned time limits pursuant to a reasoned request from the arbitral tribunal or on the President's own initiative, if the President considers such an extension necessary.

VII - Early Determination

93. Pursuant to Article 30, any party may apply to the arbitral tribunal for the early determination of one or more claims or defences, on the grounds that such claims or defences are manifestly without merit or are manifestly outside the arbitral tribunal's jurisdiction ("Early Determination Application"). The Early Determination Application is expected to be made as promptly as possible after the filing of the relevant claims or defences.

94. The arbitral tribunal has full discretion to decide whether to allow the Early Determination Application to proceed, taking into account any circumstances it considers to be relevant, including the stage of the proceedings and the need to ensure time and cost efficiency.

95. If the arbitral tribunal allows the Early Determination Application to proceed, it shall promptly adopt the procedural measures it considers appropriate, after consulting the parties.

96. The arbitral tribunal is expected to decide the Early Determination Application as promptly as possible, consistent with the nature of the Application. The decision may be in the form of an order or award. The appropriate form of that decision will depend on the type of the decision to be taken by the arbitral tribunal. The Court expects that any decision of the arbitral tribunal which finally disposes of the parties' dispute in whole or in part must take the form of an award. Those decisions would typically be the ones in which the arbitral tribunal accepts the Early Determination Application. Any decision from the arbitral tribunal rejecting an Early Determination Application may be in the form of a procedural order, as such claims or defences are not finally decided by the arbitral tribunal at such stage. The arbitral tribunal may wish to discuss the appropriate form of the decision with the parties in advance. The arbitral tribunal may also request that the Secretariat not inform the parties of the receipt or approval of a draft award, as per its usual practice, where that would reveal to the parties the outcome of the decision to be made by the arbitral tribunal.

97. When deciding on the Early Determination Application, the arbitral tribunal may also decide on the costs of the Early Determination Application pursuant to Article 41 or reserve this decision for a later stage.

98. The Court will scrutinise any award made on such Early Determination Application, typically within one week of receipt by the Secretariat.

VIII - Expedited Procedure Provisions

A. Scope of the Expedited Procedure Provisions

99. Since 2017, the Expedited Procedure Provisions have increased efficiency of ICC proceedings through default appointment of a sole arbitrator, shorter procedural timelines, limits on submissions and hearings, and a final award rendered within six months of the initial CMC.

100. By agreeing to the Rules, the parties agree that Article 32 of the Rules and Appendix V (collectively, the "EPP") take precedence over any contrary terms of the arbitration agreement.

101. The EPP apply if:

    a. the arbitration agreement was concluded after 1 March 2017;

    b. the amount in dispute does not exceed the EPP Threshold Amount (see Part I, para. 103); and

    c. the parties have not opted out of the EPP in the arbitration agreement or at any time thereafter. Agreements to opt out should express in specific terms the parties' intention not to subject themselves to the EPP. It is not sufficient, to that effect, that the parties have referred in the arbitration agreement to a three-member arbitral tribunal, or have adopted time limits that depart from those provided by the EPP. It is recommended that parties wishing to opt out of the EPP use the standard clauses suggested here.

102. The EPP also apply, irrespective of the date of conclusion of the arbitration agreement or the amount in dispute, if the parties have agreed to opt in. Such opt-in agreements can be concluded in the arbitration agreement or by separate or subsequent agreement. It is recommended that the parties wishing to opt in to the EPP use the standard clauses suggested here.

103. Pursuant to Article 1(3) of Appendix V, the EPP Threshold Amount is:

    a. US$ 2,000,000 if the arbitration agreement under the Rules was concluded on or after 1 March 2017 and before 1 January 2021; or

    b. US$ 3,000,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2021 and before 1 June 2026; or

    c. US$ 4,000,000 if the arbitration agreement under the Rules was concluded on or after 1 June 2026.

104. If an alternative fee scale applies (e.g., BRL), the EPP Threshold Amount will be the amount set out in the Schedule of Fees in force on the date of commencement of the arbitration.

105. At any time during the arbitral proceedings, the Court may decide, on its own motion or upon the request of a party or of the arbitral tribunal, and after consultation with the arbitral tribunal and the parties, that the EPP no longer apply (Article 1(6) of Appendix V). In particular, the Court may use such power if new circumstances arise that make the application of EPP no longer appropriate. An increase in the amount in dispute during the proceedings would not normally, by itself, lead to the Court taking such decision.

B. Determination of the Amount in Dispute for the Purpose of the Application of the Expedited Procedure Provisions

106. For purposes of deciding whether the EPP apply, the amount in dispute includes all quantified claims, counterclaims, crossclaims and claims pursuant to Articles 9 and 10. Claims relating to interest and costs will not be considered to that effect.

107. Pursuant to the Rules (Articles 5(3), 6(4), 8(2), 8(5), 9(2) and 9(3)), the parties shall quantify their claims and, to the maximum extent possible, provide an estimate of the value of any non-monetary claims.

108. For purposes of deciding whether the EPP apply, the Secretariat will consider the quantifications or estimates submitted by the parties.

109. The EPP do not apply in cases involving declaratory or non-monetary claims the value of which cannot be estimated, unless it appears that such non-monetary claims merely support a monetary claim or that they do not add significantly to the complexity of the dispute and there is no indication that the resolution of the claims would exceed beyond the six months' time limit.

110. If an objection is raised as to the applicability of the EPP, the matter will be decided by the Court after giving an opportunity to the parties to state their views.

111. Parties are encouraged to provide any comments on or objections, to the applicability of EPP as early as possible, which may be in the Request for Arbitration, in the Answer, or in any request for the extension of time to file the Answer. The Secretariat may invite parties' comments on the applicability of EPP where necessary.

112. Any decision made by the Secretariat or by the Court as to the amount in dispute for purposes of deciding whether the EPP apply, does not bind the arbitral tribunal when deciding the substance of the dispute.

113. In assessing costs pursuant to Article 41(5), the arbitral tribunal may take into account whether a party has artificially inflated its claims, thereby preventing the EPP from applying.

C. Information to the Parties

114. Pursuant to Article 1(5) of Appendix V, the Secretariat will inform the parties that the EPP apply (i) upon receipt of the Answer to the Request, (ii) upon expiry of the time limit for the Answer, or (iii) at any relevant time thereafter.

115. If a Request for Joinder is filed or claims pursuant to Article 9 are made, the Secretariat will inform the parties as to the applicability of the EPP after receiving the Answer to the Request for Joinder or to such claims or upon expiry of the time for such Answer.

D. Constitution of the Arbitral Tribunal

116. According to Article 2(1) of Appendix V, the Court may appoint a sole arbitrator notwithstanding any contrary provision of the arbitration agreement.

117. By submitting to arbitration under the Rules, the parties agree that any reference of disputes to three arbitrators in their arbitration agreement is subject to the Court's discretion to appoint a sole arbitrator if the EPP apply.

118. When the EPP apply, the Court will normally submit the arbitration to a sole arbitrator to ensure that the arbitration is conducted in an expeditious and cost-effective manner.

119. The Court may nevertheless submit the arbitration to three arbitrators if appropriate, considering the circumstances. In all cases, the Court will invite the parties to comment in writing before taking any decision and shall make every effort to ensure that the award is enforceable.

120. If the Court decides that the EPP no longer apply (see Part I, para. 105), the arbitral tribunal will normally remain in place, unless the Court finds, at the request of the parties or on its own initiative, after giving an opportunity to the parties and the arbitral tribunal to state their views, that circumstances exist which justify replacing and/or reconstituting the arbitral tribunal. If the Court decides to reconstitute the arbitral tribunal and proceed with a three-member arbitral tribunal, the Court may consider appointing the individual who was acting as sole arbitrator as president of the arbitral tribunal.

E. Proceedings before the Arbitral Tribunal

121. In conducting the arbitration under the EPP, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

122. Under the EPP, the arbitral tribunal has discretion to adopt such procedural measures it considers appropriate to conduct the arbitration in accordance with the time limits established therein. In particular, after giving an opportunity to the parties to state their views, the arbitral tribunal may: (i) decide the case on documents only, with neither a hearing, nor examination of witnesses, (ii) decide not to allow requests for the production of documents and/or (iii) limit the number, scope and length of submissions.

F. Award

123. The final award shall be rendered within six months from the date of the initial CMC. The Court expects arbitral tribunals acting under the EPP to conduct the procedure in such a way as to comply with this deadline, and without a need for extensions. If an extension is, nonetheless, needed, the arbitral tribunal shall submit a reasoned application to the Court.

124. Any award under the EPP must be reasoned, in a satisfactorily concise manner, and written with a particular focus on limiting the factual and/or procedural sections of the award to only what the arbitral tribunal considers strictly necessary for the understanding of the award.

IX - Highly Expedited Arbitration Provisions

A. Scope of the Highly Expedited Arbitration Provisions

125. The Highly Expedited Arbitration Provisions ("HEAP"), introduced in 2026, aim to further enhance efficiency in ICC proceedings by providing a three-month procedure based on frontloading of submissions, shorter procedural timelines and limits on submissions and hearings. The HEAP enable

the resolution of disputes by a sole arbitrator within three months from the date of the initial CMC, regardless of the amount in dispute.

126. All parties must expressly agree for the HEAP to apply.

127. The HEAP shall no longer apply if, at any time during the proceedings, the parties so agree; or the Court, on its own motion or upon the request of a party or the arbitral tribunal, decides that the HEAP shall no longer apply (Article 1(2) of Appendix VI). In such case, the Court shall decide if the arbitration shall continue under the EPP or the Rules. The already constituted arbitral tribunal shall remain in place unless the Court considers it appropriate to replace and/or reconstitute the arbitral tribunal.

128. As the HEAP apply regardless of the amount in dispute, a change in the amount in dispute would not normally lead the Court to decide that the HEAP shall no longer apply.

129. The parties' agreement to apply the HEAP would normally occur before the filing of the Request, either in the arbitration agreement or other written agreements of the parties, but parties may also agree to the HEAP after the commencement of the proceedings. As the HEAP provide for different time limits than those in the Rules, including for filing the Answer and for the parties to jointly nominate the sole arbitrator, in agreeing to opt in to the HEAP after the commencement of the arbitration, the parties would also be expected to agree if and how any pending time limits should be modified.

130. Considering the limited timeline for resolution of the dispute, Requests for Joinders made pursuant to Article 8 of the Rules and requests for consolidations filed pursuant to Article 11 of Rules are not permitted under the HEAP (Article 3 of Appendix VI).

B. Initial Steps in the Arbitration

131. To allow the resolution of the dispute as efficiently as possible, the parties' initial substantive submissions are filed at the outset of the proceedings. Specifically, the claimant's Statement of Claim shall be filed with the Request ("Request and Statement of Claim"); and the respondent's Statement of Defence shall be filed with the Answer ("Answer and Statement of Defence"). The Secretariat will not grant any extension of time unless agreed by the parties.

132. The respondent shall also provide details of its representatives; observations or proposals concerning the appointment of the sole arbitrator (in the event the parties are unable to jointly nominate a sole arbitrator); any comments on the place of arbitration, applicable rules of law and language of arbitration; as well as a list of relevant entities, within 20 days of receipt of the Request and Statement of Claim (Article 2(4) of Appendix VI). Having this information as early as possible will enable the Court and Secretary General to take any necessary decisions, while allowing the respondent 30 days to prepare the Answer and Statement of Defence (Article 2(5) of Appendix VI).

133. Upon receipt of the Request and Statement of Claim, the Secretary General will assess whether an arbitration agreement binding the parties under the HEAP may exist (Article 2(3) of Appendix VI). If the Secretary General is *prima facie* satisfied, based on the information in the Request and Statement of Claim that such arbitration agreement may exist, the arbitration will proceed under the HEAP. Otherwise, the arbitration shall continue under either the EPP (Article 32 and Appendix V) or the Rules, as the case may be.

134. Parties may wish to apply specific criteria for the HEAP to apply in their arbitration agreement. For example, whilst the HEAP may apply regardless of the amount in dispute, parties may wish to include their own threshold amount limiting the scope of application. For purposes of the Secretary General's assessment, the amount in dispute includes all quantified claims. Claims relating to interest and costs will not be considered to that effect. The claimant is expected to quantify its

claims and, to the maximum extent possible, provide an estimate of the value of any non-monetary claims in the Request and Statement of Claim. If the respondent subsequently files counterclaims, the arbitration would continue under the HEAP unless an objection is raised as to the applicability of the HEAP. Any decision taken by the Secretariat or by the Court as to the amount in dispute does not bind the arbitral tribunal when deciding the substance of the dispute.

135. Pursuant to Article 2(10) of Appendix VI, if any party against which a claim has been made does not submit an Answer and Statement of Defence, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed, and the sole arbitrator shall decide any question of jurisdiction or whether the claims may be determined together in that arbitration. Such pleas will not be referred to the Court for its decision pursuant to Article 7(2) of the Rules.

136. If the parties have not agreed on the place of arbitration, the Court shall fix it before appointing the sole arbitrator. Parties are encouraged to agree upon the place of arbitration in the arbitration agreement to prevent any delays in the initial steps of the arbitration.

C. Constitution of the Arbitral Tribunal

137. Arbitrations under the HEAP shall be decided by a sole arbitrator (Article 4 of Appendix VI). Should parties wish to have a three-member arbitral tribunal, the arbitration will be administered under the EPP or the Rules.

138. The parties shall jointly nominate the sole arbitrator within 20 days from the date on which the respondent receives the Request and Statement of Claim. Upon their mutual agreement, the parties can extend the time limit for the nomination of the sole arbitrator.

139. If the parties fail to jointly nominate the sole arbitrator within the time limit and have not agreed otherwise to an extension, the Court will directly appoint, as sole arbitrator, any person it considers suitable.

140. Pursuant to Article 5 of Appendix VI, a challenge against the sole arbitrator is admissible if the party submits it within seven days from (i) the receipt of the notification of the appointment or confirmation of the sole arbitrator, or (ii) the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based, whichever is later.

D. Proceedings before the Arbitral Tribunal

141. Pursuant to Article 6(1) of Appendix VI, the sole arbitrator shall hold the initial CMC within seven days of receiving the file from the Secretariat. During this initial CMC, the sole arbitrator shall consult the parties on the procedural measures to be adopted and establish a procedural timetable. The time limit for the CMC may be extended by the Secretary General (i) upon a reasoned request from the sole arbitrator, or (ii) at the Secretary General's own initiative.

142. Under the HEAP, the sole arbitrator has discretion to adopt such procedural measures they consider appropriate to conduct the arbitration in accordance with the time limits established therein. In particular, after giving an opportunity to the parties to state their views, the sole arbitrator may: (i) decide the case on documents only, with neither a hearing nor examination of witnesses, (ii) decide not to allow requests for the production of documents and/or (iii) limit the number, scope and length of submissions.

E. Award

143. The final award shall be rendered within three months from the date of the initial CMC. The Court expects sole arbitrators acting under the HEAP to conduct the procedure in such a way as to comply with this deadline, with no need for extensions. If an extension nonetheless is needed, the sole arbitrator shall submit a reasoned application to the President.

144. Any award under the HEAP must be reasoned, unless the parties expressly agree that no reasons shall be provided. The Court and the sole arbitrator shall make every effort to ensure that the award is enforceable at law (Article 46).

X - Sealed Offer(s)

145. The Secretariat may assist parties to put information relating to certain unaccepted settlement offers, and related communication (commonly referred to as “Sealed Offer(s)”), before an arbitral tribunal. The Secretariat may also assist with any counter-offer(s) made as Sealed Offer(s) by the offeree.

146. The arbitral tribunal should consider consulting the parties at an early stage (*e.g.*, at the initial CMC pursuant to Article 24) and inviting them to agree on a procedure for the possible use of Sealed Offer(s) in the arbitration. Absent initiative by the arbitral tribunal in this respect, any party is free to raise this issue.

147. The Secretariat will keep any such communication regarding Sealed Offer(s) confidential from the arbitral tribunal until all issues of liability and quantum have been resolved.

148. To obtain the Secretariat’s assistance, the following procedure should be followed:

   a. At any point after the Secretariat has notified the Request to the respondent(s), any party to the arbitration may send to the Secretariat a copy of an offer of settlement previously made to any other party in the arbitration, but not accepted, that is marked “without prejudice save as to costs”.

   b. The offer shall be submitted to the Secretariat marked “without prejudice save as to costs” in the email subject line and, where possible, in the document name itself. An accompanying letter should request the Secretariat to treat the Sealed Offer as confidential and not to transmit it to the arbitral tribunal until the latter has resolved all issues of liability and quantum and is ready to consider the allocation of costs. The original recipient of the offer should be copied on all communications to the Secretariat related to the Sealed Offer(s). A party may send the offer by ICC Case Connect, by using the dedicated upload option for parties and Secretariat only (without copy to the arbitral tribunal). If a party sends an offer in hard copy, the Secretariat will create a digital copy and destroy the original hard copy, after informing the party submitting the offer of its intention to do so.

   c. Following receipt of correspondence pursuant to paragraph (a), the Secretariat will inform:

      (i) the sending party (copying the other party) that the Sealed Offer will be held in confidence, and

      (ii) the original recipient of the offer (copying the other party) of the circumstances in which the Sealed Offer may be submitted to the arbitral tribunal and solicit any comments.

d. Further correspondence arising from the original offer (including, for example, any counteroffers) which is sent by a party to the Secretariat in the same manner as paragraph (a) will be held by the Secretariat on the same basis as the original offer.

e. At an appropriate stage in the proceedings, the Secretariat will write to the arbitral tribunal to inform it that the Secretariat is holding correspondence exchanged between the parties that is potentially relevant to its determination of costs under Article 41. The Secretariat will request the arbitral tribunal to: (i) inform the Secretariat in writing whether it accepts to receive the Sealed Offer(s); and in such case to (ii) inform the Secretariat in writing once it has completed its deliberations on all liability and quantum issues and is ready to apportion costs.

f. If the arbitral tribunal accepts the Sealed Offer(s), it shall refrain from closing the proceedings pursuant to Article 28 to the extent necessary to allow the parties to make further submissions on costs.

g. Once the arbitral tribunal has informed the Secretariat that it is ready to apportion costs under Article 41, the Secretariat will send to the arbitral tribunal all the correspondence marked "without prejudice save as to costs" held by the Secretariat. Once the arbitral tribunal has received this information, it shall open the Sealed Offer and provide copies of any documents contained therein to the parties.

h. The arbitral tribunal will decide whether any further procedural steps are necessary or whether it can proceed to allocate costs pursuant to Article 41. For the avoidance of doubt, the arbitral tribunal retains discretion to decide what weight, if any, should be given to correspondence marked "without prejudice save as to costs" and received from the Secretariat.

i. Once the arbitral tribunal has completed its deliberations on costs, the arbitral tribunal will add its decision as to the allocation of costs to the draft final award, which will be submitted to the ICC Court for scrutiny pursuant to Article 37.

XI - Closing of the Proceedings and Submission of Draft Awards to the Court

A. Closing of the Proceedings

149. An arbitral tribunal shall declare the proceedings closed as soon as possible after the last hearing or the last authorised submission filed in relation to matters to be decided in an award, whether final or otherwise (Article 28). Upon doing so, the arbitral tribunal shall inform the Secretariat and the parties of the date by which it expects to submit the draft award for the Court's scrutiny (Article 37).

B. General Practice

150. Pursuant to Article 34, the President shall fix the time limit for making the final award, taking into account the procedural timetable established pursuant to Article 24(2) or a reasoned request from the arbitral tribunal. The President may extend any time limit fixed upon receipt of (i) a further procedural timetable, (ii) a reasoned request from the arbitral tribunal, or (iii) on the President's own initiative, if the President considers an extension necessary.

151. While the President has the power to extend such time limits, sole arbitrators are expected to submit draft awards within two months, and three-member arbitral tribunals within three months after the last substantive hearing on matters to be decided in the award, or the filing of the last written submissions concerning such matters (excluding cost submissions), whichever is later (Article 28).

152. Whenever the arbitral tribunal has conducted the arbitration expeditiously, the Court may increase the arbitrators' fees above the amount that it would otherwise consider fixing.

153. Where the draft award is submitted after the time referred to in Part I, para. 151, the Court may lower the fees as set out below, unless it is satisfied that the delay is attributable to factors beyond the arbitrators' control or to exceptional circumstances, and without prejudice to any other measures that it may take, such as replacing one or more of the arbitrators:

   a. If the draft award is submitted for scrutiny up to 7 months after the last substantive hearing or written submissions (excluding cost submissions), whichever is later, the fees that the Court would otherwise consider fixing are reduced by 5% to 10%.

   b. If the draft award is submitted for scrutiny up to 10 months after the last substantive hearing or written submissions (excluding cost submissions), whichever is later, the fees that the Court would otherwise consider fixing are reduced by 10% to 20%.

   c. If the draft award is submitted for scrutiny more than 10 months after the last substantive hearing or written submissions (excluding cost submissions), whichever is later, the fees that the Court would otherwise consider fixing are reduced by 20% or more.

154. In deciding on the above, the Court may also take into account any delays incurred in the submission of one or more partial awards.

155. For purposes of assessing whether the draft was submitted timely, the Court considers the first submission of the draft award to the Court for approval, irrespective of whether that draft of the award is approved. However, where a draft award is not approved at the first instance, the Court may also take into consideration any delays in the arbitral tribunal's submission of a revised draft when fixing the fees of the arbitrator(s). In this regard, arbitral tribunals are expected to consider the Court's comments as expeditiously as possible and, in any event, within one to two weeks.

C. Practice under the Expedited Procedure Provisions

156. Under the EPP, the arbitral tribunal shall make the final award within six months from the initial CMC, with extensions to be granted only in limited and justified circumstances.

157. The Court considers that compliance with such time limit is of the essence under the EPP.

158. In order to effectively comply with such time limit, an arbitral tribunal acting under the EPP is expected to submit its draft award within five months from the initial CMC.

159. Whenever the arbitral tribunal has conducted the arbitration expeditiously, the Court may increase the arbitrators' fees above the amount that it would otherwise consider fixing.

160. Where the draft award is submitted after the time referred to in Part I, para. 158, the Court may lower the fees as set out below, unless it is satisfied that the delay is attributable to factors beyond the arbitrators' control or to exceptional circumstances, and without prejudice to any other measures that it may take, such as replacing one or more of the arbitrators:

   a. If the draft award is submitted for scrutiny up to 7 months after the initial CMC, the fees that the Court would otherwise fix are reduced by 5% to 10%.

   b. If the draft award is submitted for scrutiny up to 10 months after the initial CMC, the fees that the Court would otherwise fix are reduced by 10% to 20%.

   c. If the draft award is submitted for scrutiny more than 10 months after the initial CMC, the fees that the Court would otherwise fix are reduced by 20% or more.

D. Practice under the Highly Expedited Arbitration Provisions

161. Under the HEAP, the sole arbitrator shall make the final award within three months from the date of the initial CMC. Extensions will be granted only in limited and justified circumstances.

162. The Court considers that compliance with such time limit is of the essence under the HEAP.

163. In order to effectively comply with such time limit, the sole arbitrator acting under the HEAP is expected to submit the draft award in sufficient time to allow for approval by the Court and notification to the parties before the time limit for making the award expires.

164. Whenever the sole arbitrator has conducted the arbitration expeditiously, the Court may increase the arbitrator's fees above the amount that it would otherwise consider fixing.

165. Where the sole arbitrator is delayed in submitting the award, the Court may lower the fees, unless it is satisfied that the delay is attributable to factors beyond the arbitrator's control or to exceptional circumstances, and without prejudice to any other measures that it may take, such as replacing the sole arbitrator.

XII - Scrutiny of Awards

A. ICC Award Checklist

166. The ICC Award Checklist is intended to provide arbitrators with guidance for the drafting of awards and is not an exhaustive, mandatory or otherwise binding document. It should not be thought to reflect the opinion of the members of the Court or of its Secretariat, but it is intended to facilitate the arbitrators' work. It may not be published or used for any purpose other than the conduct of ICC arbitrations. The Checklist is not exhaustive of issues that may be raised by the Court under Article 37.

B. Scrutiny Process

167. The scrutiny process carried out by the Court with the assistance of its Secretariat is a unique and thorough procedure designed to ensure that all awards are of the best possible quality and more likely to be enforceable. Before a draft award is submitted to the Court for scrutiny, it is reviewed first by the Counsel of the team in charge of the arbitration that has followed the proceedings, and then by the Secretary General, the Deputy Secretary General or the Managing Counsel. For certain arbitrations, generally those involving state-parties or dissenting opinions, a Court member will draft a report with recommendations on the draft award.

168. All draft awards are scrutinised in Committees, composed of three Court members (Article 9 of Appendix I), in Special Committees (Article 10 of Appendix I) or in Single-member Committees (Article 11 of Appendix I). Draft awards scrutinised during a Special Committee include, but are not limited to, those (i) in cases involving a state, state entity, or international organisation, (ii) containing dissenting opinions by one or more arbitrators, and/or (iii) involving matters in which a Committee was unable to reach a unanimous decision or otherwise makes a referral to the Special Committee.

C. Information to the Parties

169. Upon receipt of a draft award, the Secretariat informs the parties and the arbitral tribunal that the draft will be scrutinised at one of the Court's next Sessions and provides an estimated timeframe, to the extent possible.

170. After scrutiny, the Secretariat informs the parties and the arbitral tribunal that the award either was approved or will be further scrutinised at one of the Court's next Sessions.

171. Once a draft award is approved subject to comments, the Secretariat will request the arbitral tribunal to indicate the time needed to finalise the draft award and, to the extent possible, inform the parties of the estimated time of notification of the award. The arbitral tribunal is expected to finalise the award as expeditiously as possible.

D. Timing of Scrutiny

172. Most draft awards will typically be scrutinised by a three-member Committee within three to four weeks of receipt by the Secretariat. However, draft awards involving a dissenting opinion or in cases involving a state, state entity, or international organisation are submitted to Special Committees (see Article 10(1) of Appendix I) that are generally held twice a month. As such, such draft awards will typically be scrutinised within a maximum period of five weeks following the draft submission, or earlier if a Special Committee can be scheduled to expedite scrutiny.

173. If the EPP apply, any draft award submitted to the Court will be scrutinised as soon as possible, and in any event no later than two to three weeks of receipt by the Secretariat. The Court may decide that any award rendered under the EPP and HEAP will be scrutinised by a Committee consisting of one member of the Court (Article 11 of Appendix I).

174. Where a shorter timeframe is requested or otherwise necessary, the Court and its Secretariat will, while coordinating with the arbitral tribunal, endeavour to complete the scrutiny process within such timeframe.

175. If the scrutiny process is delayed, other than by circumstances that are beyond the Court's control, the Court's administrative expenses will be reduced by up to 20%, depending on the length of the delay.

XIII - Signature and Notification of Awards

176. Pursuant to the 2026 Rules (Article 38(1)), after consulting with the parties and considering all relevant circumstances (such as any applicable mandatory law requirements), the arbitral tribunal may: (i) sign the award electronically; (ii) sign the award in counterparts; and/or (iii) request the Secretariat to notify the award in paper form or electronic format, or any other manner that is permitted by law. The arbitral tribunal and parties are encouraged to discuss the appropriate method of notification of the award at an early stage in the proceedings to avoid delay in the notification of any award. For arbitrations conducted under previous versions of the Rules, the arbitral tribunal is encouraged to seek parties' agreement for electronic notification of the award.

177. Awards signed and dated by the arbitral tribunal are sent to the Secretariat for notification to the parties (Article 38(2)). The award is expected to be signed and dated on or after the date of the Court session at which the draft award was approved. The date of the award is the date on which the last arbitrator signed.

178. If the award is signed in hard copy, the arbitral tribunal is expected to provide the Secretariat with the required number of originals (unbound) requested by the Secretariat. The Secretariat will send a courtesy copy of the PDF of the award to the parties by email and/or ICC Case Connect ahead of the notification of originals. The sending of a courtesy copy by email and ICC Case Connect does not trigger any of the time limits under the Rules.

179. This section XIII applies *mutatis mutandis* to additional awards, *addenda* and decisions.

XIV - Post-Award Services offered by the Secretariat

180. In accordance with Article 38(7), the Secretariat shall assist the parties in complying with whatever formalities may be necessary, in particular:

    a. Certified copies of awards, correspondence or any other document issued or approved by the Secretariat or the Court.

    b. Notarisation by a notary public in Paris of signatures of members of the Secretariat who certify copies of documents.

    c. Certificates.

    d. Non-certified copies of documents from the case file, limited in size and number.

    e. Letters reminding parties of their obligation to comply with the award.

181. As some post-award services take time and preparation, parties should allow sufficient time when requesting such assistance from the Secretariat.

XV - Correction and Interpretation of Awards

182. If the arbitral tribunal decides to correct the award on its own initiative, pursuant to Article 39(1), it should inform the parties and the Secretariat of its intention to do so and grant a time limit to the parties to comment in writing. The arbitral tribunal shall submit the draft *addendum* to the Court for scrutiny within 45 days from notification of the award by the Secretariat pursuant to Article 38(1). In cases administered pursuant to the HEAP, the sole arbitrator shall submit the draft *addendum* to the Court for scrutiny within 21 days from notification of the award (Article 7(3) of Appendix VI).

183. Upon receipt of an Article 39(2) application from a party, the Secretariat will assess whether, based on the circumstances of the case including whether the application appears to fall within the scope of Article 39(2), to request the Secretary General to fix an advance to cover additional fees and expenses of the arbitral tribunal and additional ICC administrative expenses (Article 6(10) of Appendix III). The arbitral tribunal shall not address an application until the application is transmitted to the arbitral tribunal by the Secretariat.

184. Even if the Secretary General has not asked for an additional advance upon filing of the application, the Secretary General can nevertheless take a decision on costs at the time of the scrutiny and make the notification of the *addendum* or the decision contingent upon the payment by one or both parties of the costs so fixed.

185. Upon receipt of the application from the Secretariat, the arbitral tribunal shall grant the other party(ies) a short time limit, normally not exceeding 30 days, for comments. The arbitral tribunal may however grant a shorter time limit to the parties depending on the circumstances of the case, after consideration of all relevant circumstances. In cases administered pursuant to the HEAP, the time limit should not normally exceed 14 days.

186. Parties are expected to be mindful of the limited scope of Article 39(2).

187. The arbitral tribunal is expected to submit its draft determination to the Court for scrutiny no later than 30 days following the expiration of the time limit granted for comments. Should the arbitral tribunal require an extension of such time limit, it should inform the Secretariat. In cases administered pursuant to the HEAP, the sole arbitrator is expected to submit the draft no later than 7 days from expiry of the time limit granted for comments.

188. The arbitral tribunal's determination can take one of four forms:

a. ***Addendum***: if the arbitral tribunal decides to correct or interpret the award. An Addendum constitutes part of the award.

b. **Decision**: if the arbitral tribunal decides that the award does not need to be corrected or interpreted and does not take a decision on costs. A Decision does not constitute part of the award.

c. ***Addendum* and Decision**: if there are two or more separate applications submitted by different parties and the arbitral tribunal decides to correct or interpret the award on the basis of one or more, but not all applications.

d. **Decision and *addendum* on costs**: if the arbitral tribunal decides that the award does not need to be corrected or interpreted but takes a decision on costs related to the application. An addendum on costs constitutes part of the award.

189. All decisions and *addenda* shall state the reasons upon which they are based. They must also include operative conclusions ("*dispositif*") or a finding either rejecting or granting the application as the case may be. For further guidance about what should be included in a draft decision or *addendum*, see the ICC Checklist on Correction and Interpretation of Arbitral Awards. The Court will scrutinise all draft decisions and *addenda*. Upon approval by the Court, the arbitral tribunal shall sign the decision or *addendum* and send it to the Secretariat for notification to the parties as per section XIII of this Part I.

190. In all cases, the arbitral tribunal shall first ensure that mandatory rules of law at the place of arbitration are considered.

XVI - Additional Awards

191. Pursuant to Article 39(3), a party may apply for an additional award as to claims which the arbitral tribunal has omitted to decide. A claim that the arbitral tribunal has omitted to decide is a claim that was made in the arbitration and that the arbitral tribunal, based on the parties' submissions, should have decided in the award.

192. Any application for an additional award shall be made to the Secretariat within 30 days of the receipt of the award by the applicant party. After the receipt of an application for an additional award, the arbitral tribunal shall grant an opportunity to the other parties to comment on the application. Because there may be objections as to the admissibility of the application or the need to make submissions, granting a time limit for the other parties to comment is required in all cases.

193. Because an application for an additional award refers to claims that were made in the arbitration and that the arbitral tribunal omitted to decide, it is expected that the parties will have already made submissions on said claims in the arbitration, and there should be no need for lengthy additional submissions. Accordingly, Article 39(3) provides that the other parties should be granted a short time limit, normally not exceeding 30 days, to comment on the application. The arbitral tribunal may however decide, upon consideration of all relevant circumstances, to grant a shorter or longer time limit to the parties. Similarly, although assessing an application for an additional award would normally not require the taking of additional evidence, the arbitral tribunal may decide to allow the production of additional evidence as appropriate.

194. Part I, paras. 183-184 apply *mutatis mutandis* to applications for an additional award.

195. Where the relevant national law or court practice provides specific circumstances in which an arbitral tribunal may render certain decisions other than corrections or interpretation regarding an award which has already been approved and notified or additional awards, such situations will be treated in the spirit of the Rules and this Note.

XVII - Treaty-based Arbitrations

196. In view of the specific nature of arbitrations based on treaties or investment protection laws, and for the sake of transparency and subject to any considerations of confidentiality, prospective arbitrators should provide a *curriculum vitae* including a complete list of the treaty-based cases in which they participated as arbitrator, expert, or counsel.

197. The parties may agree to adopt the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration, either in full or in part, or to be guided by the same in adopting similar rules. In such case, the Secretariat may act as the repository of published information.

198. In treaty or investment protection law-based cases, Article 14(6) (requirement of nationality, see Part I, para. 52), and Article 1(3)(c) (non-availability of the Emergency Arbitrator provisions, see Part I, para. 58), apply.

199. In treaty or investment protection law-based cases, the President, and/or Vice-Presidents of the Court and Court members with experience in such arbitration, will scrutinise the draft award.

200. In derogation from section XX(C) of this Part I, and unless a party objects, a treaty or investment protection law-based award will be published within six months from its notification.

XVIII - Submissions by *Amici Curiae* and non-disputing parties

201. Pursuant to Article 26(3), the arbitral tribunal may, after consulting the parties, adopt measures to allow oral or written submissions by *amici curiae* and non-disputing parties.

XIX - Tribunal Secretaries

202. Pursuant to Article 44(1), after consulting with the parties, the arbitral tribunal may appoint a tribunal secretary to work under the arbitral tribunal's discretion and control, without delegating its decision-making authority.

203. Tribunal secretaries can provide a useful service to the parties and arbitral tribunals in ICC arbitrations. While principally engaged to assist three-member arbitral tribunals, a tribunal secretary may also assist a sole arbitrator. Tribunal secretaries can be appointed at any time during an arbitration.

204. This section sets out the policy and practice of the Court regarding the appointment, duties and remuneration of tribunal secretaries.

A. Appointment

205. If an arbitral tribunal envisages the appointment of a tribunal secretary, it is expected to consider carefully whether in the circumstances of the arbitration, such an appointment would be appropriate.

206. Tribunal secretaries shall satisfy the same independence and impartiality requirements as arbitrators under the Rules (Article 44(2)). ICC staff members are not permitted to serve as administrative secretaries.

207. There is no formal process for the appointment of a tribunal secretary. However, before any steps are taken to appoint a tribunal secretary, the arbitral tribunal shall consult with the parties. For this purpose, the arbitral tribunal is expected to submit to the parties the proposed tribunal secretary's *curriculum vitae*, together with a signed statement of acceptance, availability, impartiality and independence on the part of the arbitral tribunal.

208. The Secretariat may assist arbitral tribunals in identifying tribunal secretaries for appointment.

B. Duties

209. Tribunal secretaries act upon the arbitral tribunal's instructions and under its strict and continuous supervision. At all times, the arbitral tribunal is responsible for the tribunal secretary's conduct during the arbitration.

210. Under no circumstances may the arbitral tribunal delegate its decision-making functions to a tribunal secretary. Likewise, the tasks entrusted to a tribunal secretary, such as the preparation of written notes or memoranda, will not release the arbitral tribunal from its duty to personally review the file and/or draft itself any arbitral tribunal's decision.

211. A tribunal secretary may, consistent with the above, perform organisational and administrative tasks such as:

    a. transmitting documents and communications on behalf of the arbitral tribunal;

    b. organising and maintaining the arbitral tribunal's file and locating documents;

    c. organising hearings and meetings and liaising with the parties in that respect;

    d. drafting correspondence to the parties and sending it on behalf of the arbitral tribunal;

e. preparing for the arbitral tribunal's review drafts of procedural orders as well as factual portions of an award, such as the summary of the proceedings, the chronology of facts, and the summary of the parties' positions, provided that such procedural orders and portions of the award are subsequently reviewed by the arbitral tribunal itself;

f. attending hearings, meetings and deliberations; taking notes or minutes or keeping time;

g. conducting legal or similar research; and

h. proof-reading and checking citations, dates and cross-references in procedural orders and awards, as well as correcting typographical, grammatical or calculation errors.

212. The tribunal secretary may not act, or be required to act, in such a manner as to prevent or discourage direct communications between the arbitrators, between the arbitral tribunal and the parties, or between the arbitral tribunal and the Secretariat.

213. When in doubt about which tasks may be performed by a tribunal secretary, the arbitral tribunal or the tribunal secretary is expected to consult the Secretariat.

C. Disbursements

214. The arbitral tribunal may seek reimbursement from the parties of the tribunal secretary's justified reasonable expenses disbursed for hearings and meetings, such as for accommodation and travel. The guidelines for the reimbursement of tribunal secretaries' expenses are the same as those for arbitrators (see Part II), save that tribunal secretaries will not be paid *per diem* allowances, but will only be reimbursed for reasonable expenses incurred.

D. Remuneration

215. With the exception of the tribunal secretary's justified reasonable expenses, the engagement of a tribunal secretary shall not pose any additional financial burden on the parties.

216. The arbitral tribunal is expected to pay any remuneration due to the tribunal secretary based on the arrangement made between the arbitral tribunal and the tribunal secretary; however, the fees of the tribunal secretary may not increase the total costs of the arbitration.

217. The arbitral tribunal may not seek from the parties any form of remuneration for the tribunal secretary's activity. Direct arrangements between the arbitral tribunal and the parties on the tribunal secretary's fees are strictly prohibited.

XX - Transparency

A. Communication of Reasons for the Court's Decisions

218. Pursuant to Article 43(1), upon request of any party, the Court will communicate the reasons for a decision on (i) *prima facie* jurisdiction (Article 7(2)); (ii) consolidation (Article 11); (iii) appointment of all members of the arbitral tribunal in the absence of a joint nomination (Article 13(9)); (iv) appointment of all members of the arbitral tribunal in exceptional circumstances (Article 13(10)); (v) the challenge of an arbitrator (Article 15), and (vi) whether to replace an arbitrator (Article 16(3)).

219. In exceptional circumstances, however, the Court may decide not to communicate the reasons for any of these decisions.

220. Any request for the communication of reasons must be made in advance of the respective decision (Article 43(2)). Such request may be made when the Secretariat invites parties to comment ahead of the Court's decision. For arbitrations conducted under the Rules in effect prior to the entry into force of the 2017 Rules, a request for communication of reasons must be made by all parties.

B. Publication of Information regarding Arbitral Tribunals, Industry Sector and Law Firms involved

221. Increasing the information available to parties, the business community at large and academia is key to ensuring that arbitration remains a trusted tool to facilitate trade. Transparency provides greater confidence in the arbitration process and shields arbitration from inaccurate or ill-informed assessments. Therefore, the Court endeavours to make the arbitration process more transparent without compromising the parties' expectations, if any, of confidentiality.

222. Consistent with the aim of transparency, and unless a party objects, the Court may publish on the ICC website, for arbitrations registered as of 1 January 2016, the following information: (i) the names of the arbitrators, (ii) their nationality, (iii) their role within an arbitral tribunal, (iv) the method of their appointment, and (v) whether the arbitration is pending or closed. The arbitration reference number, the names of the parties and of their counsel will not be published.

223. For arbitrations registered as of 1 January 2020, the Court may publish on the ICC website the following additional information: (i) the industry sector involved, (ii) law firms representing the parties in the case. For arbitrations registered as of 1 January 2021, the Court may also publish (i) the names of tribunal secretaries and (ii) their nationality.

224. For arbitrations registered as of 1 June 2026, the above information is published once the initial CMC (Article 24(1)) has been held and updated in the event of a change in the arbitral tribunal's composition or party representation (without however mentioning the reason for the change).

225. The aforementioned information remains on the ICC website after the closure of the arbitration, unless a concerned individual requests erasure in accordance with applicable data protection laws and regulations.

226. The parties may jointly request the Court to publish additional information about a particular arbitration in which they are involved.

C. Publication of Awards, Procedural Orders, Dissenting and/or Concurring Opinions

227. Publicising and disseminating information about arbitration has been one of ICC's longstanding commitments, and an instrumental factor in facilitating the development of trade worldwide.

228. ICC awards and/or orders, as well as any dissenting and/or concurring opinions made as of 1 January 2019 ("ICC awards and related documents"), may be published subject to the following:

    a. Unless a party objects, ICC may publish ICC awards and related documents without disclosing the names of the parties or any other information that could reasonably identify a party at the time of publication. The Secretariat may anonymise or pseudonymise personal data included in the ICC award and related documents as necessary, pursuant to the applicable data protection laws and regulations. Arbitral tribunals will be encouraged to include in their award a list of the names of relevant individuals or entities involved in the case.

b. If a confidentiality agreement, order or applicable laws and regulations at the place of arbitration cover certain aspects of the arbitration or of the award, publication of the ICC award and related documents will be subject to the parties' specific consent.

c. At any time before publication, any party may object to publication. At any time, any individual or entity may also convey to the Secretariat that it does not wish, as a general policy, any ICC award and related documents to which it is a party to be published, in which case no ICC award or related documents will be published.

d. ICC may publish non-anonymised ICC awards and related documents if the parties expressly so consent or if national laws require publicity of arbitration proceedings.

e. The Secretariat may, in its discretion, exempt ICC awards and related documents from publication.

229. The Secretariat will inform the parties and arbitrators, both during the proceedings, and at the time of notification of the final award, on the ICC policy that awards and related documents may be published pursuant to this Note.

230. Parties and/or their representatives should determine whether any legal requirements or limitations may prevent the publication of ICC awards and related documents, and inform the arbitral tribunal and the Secretariat accordingly. Any information in this regard available to the Secretariat will be communicated to the parties and the arbitral tribunal.

231. Prior to publication, the Secretariat will send the documents to be published to the parties and/or their representatives for their information or comments by using the contact details indicated in the award or any other contact details subsequently provided. If within 1 month from the receipt of the documents to be published, the parties or their representatives have made no comments, the Secretariat will consider it as an acceptance of their proposed redactions.

232. Publication shall take place no less than two years after the notification of the final award or withdrawal of all claims. The parties may agree to a longer or shorter time period for publication.

233. Independent of the ICC policy described in Part I, paras. 228-231, ICC may also publish (i) extracts or summaries of any ICC award and related documents, and (ii) full text, extracts or summaries of the Court's decisions, without disclosing the names of the parties or any other identifying information.

234. The Secretary General may permit academic researchers to review certain awards and relevant documents (excluding party submissions and internal memoranda) on the condition that they keep the material confidential and obtain prior approval before publishing anything based on their findings.

235. ICC endeavours, using its best efforts, to ensure that parties cannot be identified when publishing anonymised excerpts. However, ICC cannot be aware of all publicly available data, and possible results of combined information from various sources that may lead to potential identification of the case or the dispute.

XXI - International Centre for ADR

A. ICC Mediation Rules

236. Parties are free to settle their dispute amicably prior to or at any time during an arbitration.

237. Parties may consider conducting an amicable dispute resolution procedure administered by the ICC International Centre for ADR ("Centre") pursuant to the ICC Mediation Rules. In addition to mediation, the ICC Mediation Rules also allow for the use of other amicable settlement procedures that the parties may agree upon. The Centre can also assist the parties in finding a suitable mediator. The appointment of a mediator by the Centre made at the joint request of all the parties in an ongoing ICC arbitration is provided free of charge.

238. When a Request for Arbitration is filed before an ICC mediation between the same parties and concerning the same or parts of the same dispute, the filing fee paid for such arbitration shall be credited to the administrative expenses of the mediation.

239. Similarly, when the submission of a Request for Mediation is filed before an ICC arbitration between the same parties and concerning the same or parts of the same dispute, one half of the ICC administrative expenses paid for the Mediation proceedings shall be credited to the ICC administrative expenses of the arbitration.

240. Where appropriate, arbitrators may wish to remind the parties about the ICC Mediation Rules.

241. Further information is available from the Centre at +33 1 49 53 29 03 or adr@iccwbo.org.

B. ICC Expert Rules

242. If a party requires the assistance of an expert, the Centre will, upon request, propose experts with a wide range of specialisations.

243. Likewise, if the arbitral tribunal requires the assistance of an expert, the Centre will, upon request, propose experts. The proposal of the first expert is provided free of charge to arbitrators.

244. Further information is available from the Centre at +33 1 49 53 29 03 or adr@iccwbo.org.

XXII - International Sanctions Regulations

245. International sanctions regulations may apply to an arbitration. Parties and arbitrators must consult the Note on ICC Dispute Resolution Services (DRS) Compliance in cases where such regulations may apply.

246. The Secretariat may assist parties and arbitral tribunals in liaising with ICC Commercial Crime Services (for more information visit: ICC Commercial Crime Services).

XXIII - Dispatch of Materials to ICC and Customs Charges

247. Materials sent to ICC (correspondence, submissions, binders, tapes, CDs, etc.) should be sent exclusively as "Documentation". No other description should be indicated on the transportation slip or waybill. Generally, documentation is not subject to customs taxes. Other material may be subject to taxes, which vary according to the origin, content and weight of such material. Customs charges, if any, will increase the costs of arbitration.

Part II: Financial Aspect of the Arbitration

I - Filing Fee

1. Together with each Request or Request for Joinder, the party in question shall pay the filing fee set out in the Schedule of Fees in force on the date of commencement of the arbitration. The filing fee is non-refundable and shall be credited to the share of the advance on costs of the party filing the Request or the Request for Joinder (Article 2 of Appendix III). Notification of the Request to the respondent will be subject to prior payment of the filing fee (Article 5(5)).

II - Payment of Advances on Costs

A. Provisional Advance

2. Upon receipt of the Request, the Secretary General may fix a provisional advance (Article 40(1)). The provisional advance is intended to cover the costs of the arbitration until the initial CMC. The provisional advance shall normally be equal to 50 percent of the minimum arbitrator fees and 50 percent of the ICC administrative expenses according to the Schedule of Fees, as well as the reimbursable expenses of the arbitral tribunal expected to be incurred until the initial CMC and any other expenses incurred by ICC related to the arbitration (Article 3 of Appendix III).

3. Payment of the provisional advance is considered a partial payment by the claimant of the advance on costs subsequently fixed by the Secretary General. The Secretariat will transmit the file to the arbitral tribunal, once constituted, only upon payment of the provisional advance (Article 17). For details of payment of advances on costs in HEAP, see section II(C) of this Part II below.

B. Advance on Costs

4. The advance on costs fixed by the Secretary General is intended to cover the arbitral tribunal's fees and arbitration-related expenses, as well as the ICC administrative expenses and any other expenses incurred by ICC related to the arbitration (Article 40 of the Rules and Article 4 of Appendix III). The advance on costs includes (i) an amount between the minimum and maximum arbitrator fee set out in the Schedule of Fees, (ii) the amount of ICC administrative expenses under the Schedule of Fees, and (iii) a reasonable amount estimated for expenses incurred by the arbitral tribunal or by ICC in relation to the arbitration. The Secretary General generally considers the arbitrator's fees at the average between the minimum and maximum when fixing the advance on costs for the first time. However, the Secretary General may fix this at a higher amount where there are unquantified or partially quantified claims.

5. Normally, the advance on costs is intended to cover the costs to the end of the arbitration. However, if considering the arbitrator's fees at the average and/or ICC administrative expenses at the amount under the Schedule of Fees would lead to a significant advance on costs at the early stage of the arbitration, the Secretary General may initially fix the advance on costs at a lower amount. In such cases, the Secretariat will inform the parties and arbitrators not to assume that the advance covers the costs until the end of the arbitration and that future readjustments of the advance on costs are therefore likely. To take into account the developments in the case, the Secretary General may make further readjustments to the advance on costs as the case progresses.

6. If a party claims a right to a set-off with respect to any claim, the Secretary General will consider the respective claim when calculating the advances on costs. The Secretariat will treat the set-off claim as a separate claim to the extent the set-off raises additional matters for the arbitral tribunal's consideration.

7. Whenever the Secretary General fixes or readjusts the advance on costs, a financial table is provided to the parties and arbitrators for information and guidance. The Court fixes the fees of the arbitrators at the end of the arbitration based on factors detailed in Article 6(2) of Appendix III. Such fees may be less than the entire advance on costs.

8. The Secretary General may readjust the advance on costs at any time during the arbitration if the development of the arbitration so requires (Article 40(7)). The arbitral tribunal should inform the Secretariat of any developments in the value and complexity of the arbitration or any other issues it considers relevant. To this end, the Secretariat will also request from the arbitrators a periodical report on their activities, which should include a description of the tasks performed, an estimate of the amount of time spent on each of those tasks, and any other information related to those tasks that the arbitrators may deem relevant. For this purpose, arbitrators should use the ICC form, Statement of Time and Travel for Work Done, or if arbitrators use time sheets as part of their normal professional activities, they may provide the Secretariat with such time sheets. Arbitrators are also encouraged to send such reports to the Secretariat on their own initiative after completing a procedural milestone or when requesting advances on fees or the readjustment of the advance on costs. Every arbitrator is expected to provide information regarding his or her time spent, exclusive of the time spent by any tribunal secretary, if any. In addition, the arbitral tribunal may report the time spent by any tribunal secretary, if the arbitral tribunal wishes to do so.

9. Where claims are made under Articles 8 and 9, the Secretary General may either (i) fix several advances on costs, or (ii) fix one advance on costs and establish the respective portions to be paid by each party (Article 40(6)). The parties may also agree to a different apportionment.

10. The arbitral tribunal is expected to clarify with the parties whether any hearing costs should be covered by the advance on costs or settled directly between the parties and the hearing facility. If hearing costs are to be included in the advance on costs, the arbitral tribunal should provide the Secretariat with an estimate of such costs. Thereafter, the Secretariat may examine whether it is appropriate to invite the Secretary General to readjust the advance on costs.

C. Practice under the Highly Expedited Arbitration Provisions

11. When filing its Request and Statement of Claim, the claimant must also pay the filing fee set out in the Schedule of Fees.

12. The Secretary General will then fix the advance on costs, calculated in accordance with the current amount in dispute and in line with the Schedule of Fees, in an amount likely to cover the fees and expenses of the sole arbitrator, the ICC administrative expenses, and any other expenses incurred by ICC in relation to the case.

13. When notifying the Request and Statement of Claim to the respondent, the Secretariat will also invite the parties to pay the advance on costs in equal shares. If any party does not pay its share of the advance on costs, the Secretariat may invite the other party to make such payment in substitution (Article 40(3)).

14. The Secretariat will only transmit the file to the sole arbitrator, once constituted, if the share of the advance on costs requested at this stage has been paid.

D. Payment of Advances

15. The parties shall pay the advance on costs in accordance with Article 40 of the Rules and Article 4 of Appendix III. As a general rule, payments are expected to originate directly from the parties to the case. However, ICC will accept payments made by duly mandated representatives, provided that the legal relationship between the third-party payer and the party in the case is evidenced. Should the legal document not be considered as satisfactory by ICC's banks pursuant to their legal obligations under French law, the payment received by ICC may be cancelled and the lack of relevant information reported to the relevant regulatory authorities. The party making the payment must pay all bank charges and/or taxes applicable to the payment of the advance on costs. However, bank transfers made within the European Economic Area (EEA) are subject to shared banking fees.

16. The Secretary General may authorise the payment of advances on costs, or any party's share thereof, in instalments (Article 40(4)). The party requesting the instalments should provide the Secretariat with a specific calendar including the exact dates and specific amounts to be paid. If the party fails to provide such a calendar and the specific amounts to be paid, the Secretariat may invite the party to provide them before authorising the instalments. The payment calendar would be expected to be aligned with the Procedural Timetable, and the Secretary General will consider this element when making the decision.

17. If the Secretary General approved the request for payment in instalments, but the party fails to pay one instalment then the instalment plan will no longer apply. The Secretariat will then invite the party to pay the totality of its outstanding instalments. If the party fails to do so, then the Secretariat may invite the other party to pay in substitution.

18. Parties may request to post a bank guarantee in any of the situations mentioned in Article 40(8) of the Rules. The Secretariat will consider the party's request and determine the terms and conditions applicable to such bank guarantee. The Secretariat will provide the party with the model bank guarantee including the terms and conditions acceptable to ICC. The party may post the bank guarantee **only** after it received the confirmation from the Secretariat (Article 40(8)). The bank guarantee shall be valid until the costs have been fixed and the final award or withdrawal of claims have been notified to the parties. After the notification, the Secretariat will request the party to pay the amount due for costs of the arbitration fixed by the Court. If the party fails to pay within the time limit provided by the Secretariat, the Secretariat may encash the guarantee to ensure the costs of the arbitration have been paid.

19. The Secretariat will closely monitor the validity of the bank guarantee throughout the arbitration and will request the party to extend the validity of the guarantee accordingly. If the party fails to extend the bank guarantee, the Secretariat may encash the guarantee for the entire amount or for the amount needed before the guarantee expires.

III - Arbitral Tribunal's Fees and Administrative Expenses

A. Scales

20. Arbitrators' fees in ICC arbitrations are calculated on an ad valorem basis pursuant to Article 6 of Appendix III, which provides two scales: (i) the general scales of administrative expenses and arbitrator's fees, and (ii) the scales of administrative expenses and arbitrator's fees for the Expedited Procedure Provisions and Highly Expedited Arbitration Provisions. Parties and arbitrators are encouraged to consult the Costs Calculator on the ICC website and the applicable scales contained in the Schedule of Fees.

21. The ICC administrative expenses are calculated progressively by applying the relevant percentage to each successive tranche of the amount in dispute, as set out in the tables in the Schedule of Fees, and adding the resulting amounts together. Where the amount in dispute exceeds the final tranche, a flat rate applies.

B. Scales for the Expedited Procedure Provisions and the Highly Expedited Arbitration Provisions

22. In all cases conducted under the EPP or HEAP, the relevant Scales of Administrative Expenses and Arbitrator's Fees for the Expedited Procedure Provisions and the Highly Expedited Arbitration Provisions set out in the Schedule of Fees apply. Any advance on costs will be fixed on this basis. The arbitrator's fees pursuant to these scales are lower than under the general scales.

23. Where the EPP may apply, upon receipt of the Request, the Secretary General will fix the provisional advance on the basis of the amount in dispute at that stage and the Scales of Administrative Expenses and Arbitrator's Fees for the Expedited Procedure Provisions and the Highly Expedited Arbitration Provisions. However, the provisional advance may be readjusted on the basis of the general scales if the EPP ultimately do not apply.

C. Advance on Fees

24. The Court fixes the arbitrators' fees at the end of the arbitration, although advances on fees may be granted upon request and the completion of certain milestones in the arbitration (Article 5 of Appendix III).

D. Allocation among Arbitrators

25. In arbitrations conducted by a three-member arbitral tribunal, arbitrators may agree on the fee allocation for each arbitrator and inform the Secretariat as early as possible in the proceedings of their agreement. Arbitrators may modify their agreement in the course of the proceedings.

26. Unless the Court is advised in writing that the arbitral tribunal has agreed on a different allocation, the Court will fix the arbitrators' fees so that the president receives between 40% and 50% of the total fees, and each co-arbitrator receives between 25% and 30%, as the case may be, although the Court may decide upon a different allocation based on the circumstances. Unless otherwise agreed, the same allocation applies to any advances on fees granted by the Court.

E. Fixing of Fees

27. The Court fixes arbitrators' fees. Separate fee arrangements between the parties and arbitrators are not permitted.

28. The Court normally fixes arbitrators' fees within the limits specified by the scales or, in exceptional circumstances, in a higher or lower amount. An exceptionally high amount in dispute may be considered a circumstance which warrants a decision to fix the arbitrators' fees below the limits specified in the scales.

29. Pursuant to Article 6(2) of Appendix III, when fixing the arbitrators' fees, the Court takes into consideration any relevant circumstances, including whether the proceedings terminated before the final award was rendered, the diligence and efficiency of the arbitral tribunal, the time spent, the complexity of the dispute, the quality of the draft award, and the timeliness of the submission of the draft award. To this end, the Secretariat will request from the arbitrators the information specified in Part II, para. 8.

30. The Court may fix the arbitrators' fees below the average, including at the minimum under the scales, where the amount in dispute is high or very high, or towards the maximum where the amount in dispute is low or very low. The amount of the advance on costs is not an indication of the final amount of the arbitrators' fees.

31. As a matter of guidance only, when the advance on costs has been fixed on the basis of the average fee, the Court may fix the arbitrators' fees or grant advances on fees in line with the following milestones:

a.	Initial CMC	35% of minimum fee
b.	A partial award issued / major hearing	Minimum fee
c.	Multiple partial awards	Between 50% of average and average
d.	Final award issued	Average fee

32. The Court may depart from this guidance depending on the circumstances of each arbitration and the criteria set forth in Article 6 of Appendix III.

F. Replacement

33. When fixing the fees of an arbitrator who has been replaced, the Court takes into consideration the nature of and reasons behind the replacement, the milestones completed in the arbitration, and the work expected to be completed by the successor. The Court may deduct the replaced arbitrator's fees from those of the successor.

G. Administrative Expenses

34. The Court normally fixes the ICC administrative expenses in accordance with the Schedule of Fees. In exceptional circumstances, the Court may fix them in an amount that is higher or lower than that resulting from the Schedule of Fees, provided that they do not normally exceed the maximum amount set out in the Schedule of Fees (Article 6(6) of Appendix III).

35. As a matter of guidance only, the Court may fix the ICC administrative expenses in line with the following milestones:

a.	File transmitted to the arbitral tribunal	25%
b.	Initial CMC	35%
c.	Partial award(s) or other major procedural milestones completed	75%
d.	Final award	100%

36. The Court may depart from this guidance, depending on the circumstances of each arbitration. In any event, the figures above do not include abeyance fees (Article 6(8) of Appendix III), or additional advances to cover Article 39 applications (Article 6(10) of Appendix III).

H. Declaration to Tax Authorities

37. Depending on the applicable law, ICC may be required to declare the amount of fees, including advances on fees, paid to any arbitrator during each calendar year, as well as any expenses reimbursed during the same period.

I. VAT payable on ICC Administrative Expenses

38. ICC administrative expenses do not include French Value-Added Tax ("VAT"; Article 6(14) of Appendix III). As of 1 January 2021, and to the extent that VAT is applicable, ICC administrative expenses will be subject to VAT. Accordingly, ICC administrative expenses may be increased by the corresponding amount at the prevailing rate as further set out in the Explanatory Note on VAT Applicable on ICC Administrative Expenses. The applicable rate under French tax law is currently 20%. The Secretariat's requests for payment of the advance on costs will result in the issuance of invoices that will cover all amounts requested (i.e., amounts to cover ICC administrative expenses alongside the advance on arbitrators' fees and expenses).

39. The basic scheme under the Rules with respect to ICC administrative expenses is that the parties are required to pay them (alongside the arbitrators' fees and expenses) through advance payments on costs requested by the Secretariat (see section VII(A)). Where applicable, VAT will be charged on the requested advance payments corresponding to the ICC administrative expenses. Indicatively, VAT will be charged and invoiced on:

    a. The filing fee (Article 5(4) of the Rules and Article 2 of Appendix III).

    b. The portion of requested payments corresponding to ICC administrative expenses of:

        (i) Advances on costs (Article 40 of the Rules and Article 4 of Appendix III);

        (ii) Additional advances on costs (Article 6(10) of Appendix III); and

        (iii) Costs of the Emergency Arbitrator Proceedings (Article 8(1) of Appendix IV).

    c. Any abeyance fee (Article 6(8) of Appendix III).

40. ICC will not charge VAT on the portion of the advance on costs corresponding to the arbitrators' fees and expenses. The invoicing and collection of VAT due by the parties to the arbitrators, where applicable, is a matter solely between the arbitrators and the parties (see Part II, para. 63).

IV - Arbitrator's Expenses

A. Travel Expenses

41. If required to travel for the purpose of an ICC arbitration, an arbitrator will be reimbursed for the actual travel expenses he or she incurs travelling from and returning to his or her usual place of business as indicated on the *Profile* for the relevant ICC arbitration as filed with the Statement of Acceptance, Availability, Impartiality and Independence prior to confirmation or appointment. Travel expenses will be reimbursed in accordance with this Note. An arbitrator may consider purchasing reimbursable travel in the event the hearing may be cancelled.

42. A request for reimbursement of travel expenses must be accompanied by the originals of all receipts claimed or other proper substantiation if receipts are unavailable. Travel expenses that are not fully and comprehensively justified will not be reimbursed.

43. The reimbursement of travel expenses is subject to the following strict limits:

   a. Air travel: an airfare equivalent to the applicable standard business-class airfare.

   b. Rail travel: the applicable first-class train fare.

   c. Transport to and from airport(s) and/or train station(s): the applicable standard taxi fare.

   d. Travel by private car: a flat rate for every kilometre driven, plus all necessary actual parking and toll charges incurred. The flat rate is US$ 0.80 per kilometre.

44. Travel expenses will be reimbursed in the currency of administration of the arbitration. The date for the currency conversion will be the date on which the expense was incurred. Except for expenses claimed pursuant to Part III, para 43(d), travel expenses may be reimbursed in the currency in which they were incurred if so requested by an arbitrator and provided reimbursement in the requested currency is possible.

B. Per Diem Allowance

45. In addition to travel expenses, an arbitrator will be paid a flat-rate *per diem* allowance for every day of an ICC arbitration that he or she is required to spend outside his or her usual place of business as indicated on the *Profile* for the relevant ICC arbitration as filed with the Statement of Acceptance, Availability, Impartiality and Independence prior to confirmation or appointment. The arbitrator is not required to submit receipts in order to claim the *per diem* allowance but simply evidence the travel for purposes of the arbitration.

46. If the arbitrator is not required to use overnight hotel accommodation, the flat-rate *per diem* allowance is US$ 400.

47. If the arbitrator is required to use overnight hotel accommodation, the flat-rate *per diem* allowance is US$ 1,200.

48. The applicable *per diem* allowance is deemed to cover fully all personal living expenses of whatever nature and of whatever actual value (other than travel expenses) incurred by an arbitrator. In particular, the applicable *per diem* allowance is deemed to cover the total cost of, *inter alia*:

   a. Accommodation

   b. Meals

   c. Laundry/ironing/dry cleaning and other housekeeping or similar services

   d. Inner-city transport

   e. Telephone calls, emails and other means of communication

   f. Gratuities

49. For the avoidance of doubt, no *per diem* allowance will be paid in respect of time spent by an arbitrator travelling to or from the relevant destination.

50. Because the *per diem* allowance is deemed to cover all personal living expenses incurred by an arbitrator while outside his or her usual place of business on ICC arbitration business, the Secretariat will not reimburse expenses over and above the applicable *per diem* allowance under any circumstances.

C. General Office Expenses and Courier Charges

51. General office expenses and overheads incurred in the ordinary course of business by an arbitrator or an arbitral tribunal in connection with an ICC arbitration will not be reimbursed. However, an arbitrator or an arbitral tribunal may request to be reimbursed at cost for any courier and photocopying incurred for the purposes of an ICC arbitration, primarily for the printing and sending of the award to be notified in hard copy, provided such request is accompanied by detailed receipts.

D. How to Submit a Request for Reimbursement of Expenses

52. The Secretariat will reimburse expenses upon receipt of a request. Expense reimbursement claims must be supported by original receipts, in order for the Secretariat to carry out its accounting responsibilities and, from time to time, to provide the parties with comprehensive statements of expenses incurred by arbitrators.

E. When to Submit a Request for Reimbursement of Expenses

53. Arbitrators are expected to submit their requests for the reimbursement of expenses and/or the payment of *per diem* allowances, together with any required supporting documentation as specified below, **as soon as possible after expenses are incurred**. This will help ensure that the advance on costs paid by the parties is adequate to cover the costs of the arbitration.

54. All requests for the reimbursement of expenses and/or the payment of *per diem* allowances relating to any period prior to the submission of the draft final award are expected to be provided at the latest when the draft final award is submitted to the Secretariat. Three-member arbitral tribunals are expected to co-ordinate their submission of requests for reimbursement of expenses and/or payment of *per diem* allowances in order to ensure that they reach the Secretariat no later than the draft final award. Requests for the reimbursement of expenses and/or the payment of *per diem* allowances submitted **after the Court has approved the final award will not be taken into account by the Court when fixing the costs of the arbitration and will not be paid**, save in exceptional circumstances as decided by the Secretary General.

55. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final award, all requests for the reimbursement of expenses and/or the payment of *per diem* allowances shall be submitted within the time limit granted by the Secretariat. Requests for the reimbursement of expenses and/or the payment of *per diem* allowances submitted after the Court has fixed the costs of arbitration will not be taken into account by the Court and will not be paid.

F. Advance Payments on Expenses

56. An arbitrator may request an advance payment of travel expenses and/or the applicable *per diem* allowance. If an advance is granted, the arbitrator is expected to subsequently submit the relevant supporting documentation to the Secretariat, including all receipts and a statement of working days and nights spent outside of his or her usual place of business on ICC arbitration business.

V - Additional services provided by the Secretariat

A. Deposit of Funds other than the Advance on Costs for Arbitration

57. ICC may provide arbitrators and parties who expressly so request in writing a service allowing funds to be deposited, in the course of an arbitration, into an account administered by ICC for the purpose of paying an advance on VAT due on the arbitrators' fees or an advance to cover fees and expenses of any expert appointed by the arbitral tribunal, or for escrow purposes.

58. When arbitrators and parties avail themselves of this service and ICC consents to provide it, ICC acts as the depositary of the funds. ICC receives funds from one or more parties who have been instructed accordingly by an arbitrator (president or member of an arbitral tribunal on behalf of the other arbitral tribunal members, or sole arbitrator) and makes the payments from the account at the request of the arbitrator.

59. ICC acts as depositary of funds related to:

    a. VAT, taxes, charges and imposts applicable to arbitrators' fees

    b. Experts

    c. Escrow accounts

60. This service is available to arbitrators and parties from any country.

61. The deposit accounts are administered solely in US dollars or in Euros, unless otherwise decided.

62. The deposit accounts do not yield interest for the parties or the arbitrators.

Step 1: Request for a Deposit Account

Any arbitrator wishing to use this service shall inform the Secretariat in writing and request ICC to act as depositary of funds to be paid by one or more parties as an advance on the VAT due on the arbitrators' fees or an advance to cover fees and expenses of any expert appointed by the arbitral tribunal, or for escrow purposes.

The initiative of requesting the opening of a deposit account, calling deposits, and making payments from the amounts deposited lies solely with the arbitrators.

Arbitrators are responsible for ensuring that payments are made in compliance with applicable laws and banking practices.

Step 2: Estimation of Amounts

The arbitrator determines the funds to be paid by one or more parties into a deposit account.

If, in the course of an arbitration, the amount of the advance on costs is increased pursuant to a decision of the Court, this step may be repeated. Likewise, if, in the course of the arbitration, the amount of the funds deposited to cover the fees and expenses of any expert or the amount of the funds deposited into an escrow account is increased pursuant to a decision of the arbitral tribunal, this step may be repeated.

Step 3: Funds to be Deposited

The arbitrator requests one or more parties to pay the funds and sets a time limit in which to do so.

The Secretariat will provide the party/parties with the relevant banking instructions.

As a general rule, payments in ICC arbitration cases must originate directly from parties to the case. ICC will accept payments made by duly mandated representatives, provided that the legal relationship between the third-party payer and the party in the case is evidenced. Should the legal document not be considered as satisfactory by ICC's banks pursuant to their legal obligations under French law, the payment received by ICC may be cancelled and the lack of relevant information reported to the relevant regulatory authorities. The party making the payment must pay all bank charges and/or taxes applicable to the payment of the advance on costs. However, bank transfers made within the European Economic Area (EEA) are subject to shared banking fees.

Step 4: Acknowledgement of Payments and Administration

The Secretariat confirms to the arbitrator and the parties' receipt of the amounts paid by the party/parties.

If the arbitrator receives no confirmation from the Secretariat of receipt of payment by the party or parties, it is up to the arbitrator to renew his or her request for payment and to fix a time limit for this purpose.

ICC administers the funds on behalf of the arbitrator.

Step 5: Payments

The arbitrator requests ICC to make payments from the funds deposited by the parties.

Payments are made by ICC within the limits of the funds deposited.

Step 6: Balance of Account

At the end of the arbitration the Secretariat seeks instructions from the arbitrator with regard to closing the deposit account. On the basis of the information provided by the arbitrator and in accordance with his or her instructions, the Secretariat closes the deposit accounts and returns to the party or parties any amounts remaining from the funds deposited with ICC.

After advising the arbitrator, ICC may close the deposit account if no balance remains. The account will be closed even if a request by the arbitrator for the payment of funds is still outstanding.

B. Deposits for VAT, Taxes, Charges and Imposts Applicable to Arbitrators' Fees

63. Payments made by ICC to arbitrators do not include Value Added Tax ("VAT") or other taxes or charges and imposts of the same nature that may be applicable to the arbitrator's fees (Article 6(13) of Appendix III). Parties have a duty to pay such VAT or similar taxes or charges due pursuant to applicable law. The recovery of any such charges or taxes is a matter solely between the arbitrator and the parties. Such parties' duty does not include the payment of any other taxes, charges and imposts that may be applied to the arbitrator's fees, such as, but not limited to, income or company tax, professional license fees, charges or retentions applied by the arbitrator's bar association, pension or social security regime, as well as banking charges and commissions. In case of doubt, arbitrators should consult the Secretariat.

64. Arbitrators subject to VAT may request in writing to use the service described above allowing them to have the funds corresponding to their estimate of the VAT due on their fees and expenses (hereinafter "Fees") administered by ICC.

65. This service is completely separate from, and has no effect on, the procedure for paying advances as set out in the Rules. Should the parties fail to pay the VAT on the arbitrators' fees, this cannot be invoked by the arbitrators before the Court, for instance as a ground for suspending the arbitration.

66. If the president of an arbitral tribunal requests a VAT advance on behalf of all those members of the arbitral tribunal who are subject to VAT, the president is expected to inform the Secretariat of the breakdown of this advance arbitrator-by-arbitrator.

67. Arbitrators bear sole responsibility for ensuring that the procedure described above complies with the tax laws and regulations applicable to the exercise of their profession as arbitrators, including the payment of their fees. Arbitrators are encouraged to check the basis on which they should calculate the amount of VAT due.

68. ICC acts exclusively as depositary and is not in a position to advise arbitrators on tax law issues.

69. The arbitrator determines the amount of VAT on his or her fees according to the rules that apply at the place where he or she is taxable.

70. Arbitrators may use the Costs Calculator on the ICC website to estimate the amount of the fees that may be payable. Such amounts, however, are only illustrative and not indicative of the fees that they may ultimately receive, which may be in a higher or lower amount. Arbitrators are expected to also be mindful that the breakdown of fees between the members of the arbitral tribunal (from 40% to 50% for the president, and 25% to 30% for each co-arbitrator) which is referred to in this Note is given merely as a guide and may be varied by the Court.

71. Any invoice issued by an arbitrator to a party for fees and, as the case may be, VAT applicable to those fees, shall be for the portion of the fees and the amount of tax payable by that party. No invoice should in principle be issued by an arbitrator to ICC, save in special circumstances to be discussed in advance with the Secretariat.

72. When drawing up his or her invoice, the arbitrator requests ICC to pay the amount corresponding to the VAT on the fees due by the party. This applies at the time of the final award, but also in the event that the Court decides to pay an advance on fees to arbitrators who reside in countries where, under local tax law, VAT becomes payable to the tax authorities when fees are paid in advance.

VI - Decisions as to the Costs of the Arbitration

73. Arbitral tribunals may make decisions as to costs, except for those to be fixed by the Court, and order payment thereof at any time during the proceedings (Article 41(3)).

74. In making decisions as to costs, the arbitral tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner (Article 41(5)). Further information on this topic may be found in the ICC Commission Report Decisions on Costs in International Arbitration.

75. If the parties withdraw their claims or the arbitration terminates before the rendering of a final award, the Court fixes the fees and expenses of the arbitrators, any other expenses incurred by the ICC related to the arbitration and the ICC administrative expenses. If the parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, the arbitral tribunal shall decide such matters (Article 41(6)). If the arbitral tribunal has not been constituted at the time of the withdrawal, any party may request the Court to proceed with the constitution of the arbitral tribunal so that it may make decisions as to costs.

Part III: Case Management Techniques

I - Expeditious and Efficient Conduct of the Arbitration

1. The arbitral tribunal and the parties shall conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute (Article 23(1)).

2. In order to ensure effective case management, the arbitral tribunal, after consulting the parties, shall adopt the procedural measures that it considers appropriate, provided that they are not contrary to any agreement of the parties (Article 23(2)). Such measures may include one or more of the case management techniques described in this Note, taking into account the work of the Commission on Arbitration and ADR.

3. The arbitral tribunal may encourage the parties to consider settling all or part of their disputes, either by negotiation or through any form of amicable dispute resolution, such as mediation under the ICC Mediation Rules.

4. Appropriate control of time and cost is important in all cases. In cases of low complexity and low monetary value, it is particularly important to ensure that time and costs are proportionate to what is at stake in the dispute.

5. The arbitral tribunal is expected to give due consideration to the ICC Commission on Arbitration and ADR reports entitled (i) Controlling Time and Costs in Arbitration (2012)[1], (ii) Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2021), (iii) Facilitating Settlement in International Arbitration (2023), and the (iv) ICC Guide on Effective Conflict Management (2023).

6. The following are examples of case management techniques that can be used by the arbitral tribunal and the parties for controlling time and cost, and/or for facilitating settlement:
   a. Identify the issues to be decided at the beginning of the proceedings and then at various subsequent stages of the proceedings, including after the initial round of submissions, before the evidentiary hearing, and at the end of the evidentiary hearing.
   b. Bifurcate the proceedings or make one or more partial awards on key issues, when doing so may genuinely be expected to result in a more efficient resolution of the case.
   c. Identify issues that can be resolved by agreement between the parties or their experts.
   d. Identify issues that can be decided solely on the basis of documents rather than through oral evidence or legal argument at a hearing.
   e. Limit the length and scope of written submissions and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
   f. Frontload submissions and discuss with the parties whether a memorial or pleadings approach to submissions would be most useful in the particular circumstances of the case.

[1] The ICC Commission on Arbitration and ADR is currently revising this report. Once published, the revised version of the report will be available on the ICC website.

g. Agree on jointly produced documents, for example chronology of facts, joint lists of issues in dispute, schedules briefly recording the essential elements of each party's case, or joint schedules of relevant contractual/ legal provisions.

h. Establish the Terms of Reference if the parties and the arbitral tribunal decide it is appropriate. The Terms of Reference would normally include a summary of the parties' respective claims and relief sought, particulars concerning applicable procedural rules and a list of issues to be determined. In arbitrations under the 2026 Rules, such Terms of Reference will not be transmitted to the Court.

i. In addition to the initial CMC, schedule further CMCs after key stages in the arbitration to:

   (i) discuss and identify the relevant disputed issues based on the submissions and evidence filed thus far;
   (ii) provide guidance by the arbitral tribunal on the issues to be addressed in their further submissions and evidence;
   (iii) narrow down the issues in dispute by agreement to focus resources on the most relevant issues;
   (iv) reassess the possibility for a settlement or a mediation/negotiation window;
   (v) discuss benefits of potential bifurcation of any (further) issues;
   (vi) discuss any outstanding document production requests;
   (vii) discuss potential adjustments in the procedural timetable up to the hearing; or
   (viii) discuss the necessity of post-hearing briefs and/or closing statements.

j. In relation to production of documentary evidence:

   (i) discuss whether the parties should produce with their submissions the documents on which they rely (for example, where there was a prior pre-arbitral step);
   (ii) avoid requests for document production when appropriate in order to control time and cost;
   (iii) in those cases where requests for document production are considered appropriate, limit such requests to documents or categories of documents that are relevant and material to the outcome of the case;
   (iv) establish reasonable time limits for the production of documents; or
   (v) use a schedule of document production to facilitate the resolution of issues in relation to the production of documents.

k. Where the parties are relying on experts:

   (i) schedule an early joint meeting of the experts;
   (ii) request experts' joint statements as to method and approach, or the format and structure of joint schedules;
   (iii) order experts to prepare a substantive joint report; or
   (iv) include expert conferencing or "hot tubbing" of experts.

l. Use telephone or video conferencing for procedural and other hearings where attendance in person is not essential, and use IT that enables online communication among the parties, the arbitral tribunal and the Secretariat.

m. Organise a pre-hearing conference at which arrangements for a hearing can be discussed and agreed, and the arbitral tribunal can indicate the issues that it would like the parties to focus on at the hearings.

n. Use sealed offers (see Part I, section X).

o. Encourage settlement of disputes by:

   (i) integrating ADR techniques to efficiently resolve one or more disputed issues (e.g., mediation, neutral evaluation, expert determination, or a combination of these techniques);

   (ii) discussing mediation windows at the initial or further CMCs, and including them in the procedural timetable, where agreed by the parties; or

   (iii) adopting further steps to facilitate settlement of the dispute, for example through providing preliminary views or chairing a settlement conference, based on an explicit agreement by all parties and provided that every effort is made to ensure that any subsequent award is enforceable at law.

II - Hearings

7. Pursuant to Article 27(1), a hearing shall be held if any of the parties so requests or, failing such a request, if the arbitral tribunal on its own motion decides to hear the parties. After consulting the parties, the arbitral tribunal may decide to organise more than one hearing if doing so results in greater efficiency.

8. The arbitral tribunal may decide, after consulting the parties, to conduct any hearing either by physical attendance or by remote means of communication, such as videoconference ("virtual hearing"), or in hybrid form ("hybrid hearing"). If an arbitral tribunal determines to proceed with a particular format without a party's agreement, or over a party's objection, it is expected to provide reasons for its determination.

9. If a hearing is to be held at all, the organisation of a virtual or hybrid hearing may be particularly appropriate for CMCs (Article 24), as well as for any hearing in Highly Expedited Arbitrations (see Part I, section IX), proceedings under the Expedited Procedure Provisions (see Part I, section VIII), Emergency Arbitrator Provisions (see Part I, section V), or with respect to applications for early determination (see Part I, section VII).

10. The arbitral tribunal must ensure that each party has a reasonable opportunity to present its case. The arbitral tribunal is expected to carefully consider all relevant circumstances when deciding the mode of hearing. The Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2021) report provides additional guidance on factors to be considered when proceeding with a virtual hearing. Any virtual hearing requires a consultation between the arbitral tribunal and the parties with the aim of implementing measures that are needed in order to comply with any applicable data privacy regulations. Such measures are also expected to ensure the confidentiality and security of the hearing as well as electronic communications within the arbitration proceeding and any electronic document platform.

11. A Checklist for a Protocol on Virtual Hearings, and Suggested Clauses for Cyber-Protocols and Procedural Orders Dealing with the Organisation of Virtual Hearings are available on the ICC website.

12. Arbitral tribunals are expected to consult with the parties to ensure that any video sharing platform used for virtual hearings is licensed and is set to maximum security settings. ICC technical support is available remotely to assist arbitral tribunals with using such platforms for joining a meeting (or hearing), operating in-meeting audio and video functions, and operating screen sharing functions.

13. The ICC Hearing Centre in Paris offers a full suite of virtual and in person hearing services and solutions for cases under the ICC Rules or any other rules, and ad hoc cases. Preferential rates are offered to hearings in ICC cases. The ICC Hearing Centre also offers technical support and assistance to arbitral tribunals seeking to better understand the options for virtual hearing and electronic bundle facilities and how to operate those facilities in a manner that best preserves the integrity of the arbitral process, preserves confidentiality and ensures proper data protection. In addition, ICC has signed Memoranda of Understanding with other hearing centres in most major arbitral seats and is able to coordinate with arbitral tribunals to access virtual hearing facilities available at those centres, and to obtain necessary technical support and guidance. Additional information may be obtained by emailing: infohearingcentre@iccwbo.org.

14. ICC negotiates preferential rates with a number of hotels in Paris and other jurisdictions. Parties and arbitral tribunals may consult the Secretariat for further information.

15. The Secretariat may issue letters to facilitate the obtaining of visas or other authorisations for individuals participating in a hearing or meeting related to an ICC arbitration.