ICC Arbitration Rules 2021 and 2026 compared version

2026 Arbitration Rules		2021 Arbitration Rules	
Article 1: Scope of Application			
Article 1(1)	Where the parties have agreed to refer their disputes to arbitration under the Rules of Arbitration ("**Rules**") of the International Chamber of Commerce ("**ICC**"), the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to the Rules and administered exclusively by the ICC International Court of Arbitration ("**Court**").	Article 6(1)	Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
		Article 6(2)	By agreeing to arbitration under the Rules, the parties have accepted that the arbitration shall be administered by the Court.
Article 1(2)	These Rules apply to any arbitration that is commenced on or after 1 June 2026, unless the parties have agreed to submit to the Rules in effect on an earlier date.	Article 6(1)	Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
Article 1(3)	The Rules include the Appendices to the Rules and the Schedule of Fees.	N/A	
Article 2: Definitions			
Article 2	In the Rules: a) "arbitral tribunal" includes one or more arbitrators; b) "claimant" includes one or more claimants, "respondent" includes one or more respondents, and "additional party" includes one or more additional parties; c)"party" or "parties" include claimants, respondents or additional parties; d)"claim" or "claims" include any claim by any party against any other party; e) "award" includes, inter alia, an interim, partial, final, consent or additional award; and f) "communication" includes notification.	Article 2	In the Rules: (i) "arbitral tribunal" includes one or more arbitrators; (ii) "claimant" includes one or more claimants, "respondent" includes one or more respondents, and "additional party" includes one or more additional parties; (iii)"party" or "parties" include claimants, respondents or additional parties; (iv)"claim" or "claims" include any claim by any party against any other party; (v)"award" includes, inter alia, an interim, partial, final, or additional award.
Article 3: Written Communications			
Article 3(1)	Except as provided in Article 3(2), written communications with the Secretariat shall be made by email or other means of electronic communication that creates a record of the sending thereof.	N/A	
Article 3(2)	Parties shall submit hard copies of the Request, Answer and any Request for Joinder to the Secretariat only when the party filing such submission requests transmission against receipt, registered post or courier or if electronic transmission is not practicable.		
Article 3(3)	Other than the Request, Answer and Request for Joinder, which are notified by the Secretariat, all pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and the Secretariat. Any communications from the arbitral tribunal to the parties shall also be sent to the Secretariat.	Article 3(1)	Save as otherwise provided in Articles 4(4)(b) and 5(3), all pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and the Secretariat. Any notification or communication from the arbitral tribunal to the parties shall also be sent in copy to the Secretariat.

Article 3(4)	All written communications from the Secretariat and the arbitral tribunal shall be sent to the last-known address of the party or its representative, as provided either by the party in question or by any other party. Communications may be made by delivery against receipt, registered post, courier, email, or any other means of electronic communication that creates a record of the sending thereof.	Article 3(2)	All notifications or communications from the Secretariat and the arbitral tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by any other party. Such notification or communication may be made by delivery against receipt, registered post, courier, email, or any other means of telecommunication that provides a record of the sending thereof.
Article 3(5)	A communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or it would have been received if made in accordance with Article 3(4).	Article 3(3)	A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with Article 3(2).
Article 4: Time Limits			
Article 4(1)	Periods of time specified in or fixed under the Rules start to run on the day following the date a communication is deemed to have been made in accordance with Article 3(5). When the day next following such date is an official holiday, or a non-business day in the country where the communication is deemed to have been made, the period of time commences on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. However, if the last day of the relevant period of time is an official holiday or a non-business day in the country where the communication is deemed to have been made, the period of time expires at the end of the first following business day.	Article 3(4)	Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 3(3). When the day next following such date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.
Article 4(2)	The parties may agree to modify the time limits set out in the Rules. If such agreement is entered into after the constitution of the arbitral tribunal, it becomes effective only upon the arbitral tribunal's approval.	Article 39(1)	The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.
Article 4(3)	The Court may, on its own initiative, extend any time limit that has been modified pursuant to Article 4(2) if it decides that such extension is necessary for the arbitral tribunal and the Court to fulfil their responsibilities in accordance with the Rules.	Article 39(2)	The Court, on its own initiative, may extend any time limit which has been modified pursuant to Article 39(1) if it decides that it is necessary to do so in order that the arbitral tribunal and the Court may fulfil their responsibilities in accordance with the Rules.
COMMENCING THE ARBITRATION			
Article 5(1)	A party wishing to have recourse to arbitration under the Rules shall submit its Request for Arbitration ("**Request**") to the Secretariat. The Secretariat shall notify the claimant of the receipt of the Request and the date of such receipt.	Article 4(1)	A party wishing to have recourse to arbitration under the Rules shall submit its Request for Arbitration (the "Request") to the Secretariat at any of the offices specified in the Internal Rules. The Secretariat shall notify the claimant and respondent of the receipt of the Request and the date of such receipt.
Article 5(2)	The date on which the Secretariat receives the Request shall, for all purposes, be deemed to be the date of the commencement of the arbitration.	Article 4(2)	The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.

Article 5(3)	The Request shall contain the following information: a)the full name, description, address and other contact details of each party; b)the full name, address and other contact details of any person(s) representing the claimant in the arbitration; c)a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made; d)a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; e)any relevant agreements and, in particular, the arbitration agreement(s); f)if the claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made; g) all relevant particulars and any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 13 and 14, and any nomination of an arbitrator required thereby; and h) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration. The claimant shall submit with the Request any information required in Articles 12(5)-12(6). The claimant may also submit with the Request any such other documents or information it considers appropriate or which may contribute to the efficient resolution of the dispute.	Article 4(3)	The Request shall contain the following information: a)the name in full, description, address and other contact details of each of the parties; b)the name in full, address and other contact details of any person(s) representing the claimant in the arbitration; c)a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made; d)a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; e)any relevant agreements and, in particular, the arbitration agreement(s); f)where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made; g) all relevant particulars and any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; and h)all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration. The claimant may submit such other documents or information with the
Article 5(4)	Together with the Request, the claimant shall pay the filing fee set out in the Schedule of Fees. If the claimant fails to pay the filing fee, the Secretariat may fix a time limit for payment. If the claimant does not pay the filing fee by that time limit, the file shall be closed without prejudice to the claimant's right to submit the same claims at a later date in another Request.	Article 4(4)	Together with the Request, the claimant shall: a) make payment of the filing fee required by Appendix III ("Arbitration Costs and Fees") in force on the date the Request is submitted; and b) submit a sufficient number of copies of the Request for each other party, each arbitrator and the Secretariat where the claimant requests transmission of the Request by delivery against receipt, registered post or courier. In the event that the claimant fails to comply with either of these requirements, the Secretariat may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant's right to submit the same claims at a later date in another Request.
Article 5(5)	Once the Secretariat has received the required filing fee, it will transmit the Request and the documents annexed thereto to the respondent for its Answer to the Request.	Article 4(5)	The Secretariat shall transmit a copy of the Request and the documents annexed thereto to the respondent for its Answer to the Request once the Secretariat has sufficient copies of the Request and the required filing fee.
Article 6: Answer to the Request; Counterclaims			

Article 6(1)	Within 30 days from receipt of the Request from the Secretariat, the respondent shall submit an Answer (the "**Answer**") which shall contain the following information: a)its full name, description, address and other contact details; b)the full name, address and other contact details of any person(s) representing the respondent in the arbitration; c)its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made; d)its response to the relief sought; e)any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of Articles 13 and 14, and any nomination of an arbitrator required thereby; and f)any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration. The respondent shall submit with the Answer any information required in Articles 12(5)-12(6). The respondent may also submit with the Answer other documents or information it considers appropriate or which may contribute to the efficient resolution of the dispute.	Article 5(1)	Within 30 days from receipt of the Request from the Secretariat, the respondent shall submit an Answer (the "Answer") which shall contain the following information: a)its name in full, description, address and other contact details; b)the name in full, address and other contact details of any person(s) representing the respondent in the arbitration; c)its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made; d)its response to the relief sought; e)any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; and f)any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration. The respondent may submit such other documents or information with the Answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.
Article 6(2)	The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and their choice and, where required by Articles 13 and 14, the nomination of an arbitrator. If the respondent fails to do so, the Court shall proceed in accordance with the Rules.	Article 5(2)	The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and their choice and, where required by Articles 12 and 13, the nomination of an arbitrator. If the respondent fails to do so, the Court shall proceed in accordance with the Rules.
Article 6(3)	The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.	Article 5(4)	The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.

Article 6(4)	Any counterclaims made by the respondent shall be submitted with the Answer and shall provide: a)a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made; b)a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims; c)any relevant agreements and, in particular, the arbitration agreement(s); and d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made. The respondent may submit with the counterclaims such other documents or information it considers appropriate or which may contribute to the efficient resolution of the dispute.	Article 5(5)	Any counterclaims made by the respondent shall be submitted with the Answer and shall provide: a)a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made; b)a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims; c)any relevant agreements and, in particular, the arbitration agreement(s); and d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made. The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.
Article 6(5)	The claimant shall submit a reply to any counterclaims within 30 days from receipt of the counterclaims communicated by the Secretariat. Before the transmission of the file to the arbitral tribunal, the Secretariat may grant the claimant an extension of time for submitting the reply.	Article 5(6)	The claimant shall submit a reply to any counterclaim within 30 days from receipt of the counterclaims communicated by the Secretariat. Prior to the transmission of the file to the arbitral tribunal, the Secretariat may grant the claimant an extension of time for submitting the reply.
Article 7: Effect of the Arbitration Agreement			
Article 7(1)	If any party against which a claim has been made does not submit an Answer, 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 arbitral tribunal shall decide directly any question of jurisdiction or whether the claims may be determined together in that arbitration, unless, prior to the constitution of the arbitral tribunal, the Secretary General refers the matter to the Court for its decision pursuant to Article 7(2).	Article 6(3)	If any party against which a claim has been made does not submit an Answer, 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 any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Secretary General refers the matter to the Court for its decision pursuant to Article 6(4).

Article 7(2)	In all cases referred to the Court under Article 7(1), the Court shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the Court is *prima facie* satisfied that an arbitration agreement under the Rules may exist. In particular: (a) If there are more than two parties to the arbitration, the arbitration shall proceed between those parties, including any additional parties joined pursuant to Article 8(1), with respect to which the Court is *prima facie* satisfied that an arbitration agreement under the Rules that binds them all may exist. (b) If claims are made under more than one arbitration agreement pursuant to Article 10, the arbitration shall proceed as to those claims with respect to which the Court is *prima facie* satisfied that: (i) the arbitration agreements under which those claims are made may be compatible, and (ii) all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.	Article 6(4)	In all cases referred to the Court under Article 6(3), the Court shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the Court is prima facie satisfied that an arbitration agreement under the Rules may exist. In particular: (i) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 7(1), with respect to which the Court is prima facie satisfied that an arbitration agreement under the Rules that binds them all may exist; and (ii) where claims pursuant to Article 9 are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Court is prima facie satisfied (a) that the arbitration agreements under which those claims are made may be compatible, and (b) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.
Article 7(3)	The Court's decision pursuant to Article 7(2) is without prejudice to the admissibility or merits of any party's plea or pleas.		
Article 7(4)	The arbitral tribunal has the authority to decide questions regarding its own jurisdiction, except as to any parties or claims with respect to which the Court has decided that the arbitration shall not proceed.	Article 6(5)	In all matters decided by the Court under Article 6(4), any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Court decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself.
Article 7(5)	Where the parties are notified of the Court's decision pursuant to Article 7(2) that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.	Article 6(6)	Where the parties are notified of the Court's decision pursuant to Article 6(4) that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.
Article 7(6)	Where the parties are notified of the Court's decision pursuant to Article 7(2) that any of the claims in an arbitration cannot proceed, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.	Article 6(7)	Where the Court has decided pursuant to Article 6(4) that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.
Article 7(7)	If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.	Article 6(8)	If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.
Article 7(8)	Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal determines that the arbitration agreement is valid. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.	Article 6(9)	Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.
MULTIPLE PARTIES, MULTIPLE CONTRACTS AND CONSOLIDATION			

Article 8(1)	A party wishing to join an additional party to the arbitration shall submit its request ("Request for Joinder") to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration regarding the additional party. Any such joinder shall be subject to the provisions of Articles 7(1)–7(6) and 10.	Article 7(1)	A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 6(3)–6(7) and 9. Unless all parties, including the additional party, otherwise agree, or as provided for in Article 7(5), no additional party may be joined after the confirmation or appointment of any arbitrator. The Secretariat may fix a time limit for the submission of a Request for Joinder.
Article 8(2)	The Request for Joinder shall contain the following information: a) the case reference of the existing arbitration; b) the full name, description, address and other contact details of each of the parties, including the additional party; and c) if applicable, the information specified in Article 5(3), subparagraphs c), d), e) and f). The party filing the Request for Joinder shall submit with the Request for Joinder any information required in Articles 12(5)-12(6). The party filing the Request for Joinder may also submit therewith other documents or information it considers appropriate or which may contribute to the efficient resolution of the dispute.	Article 7(2)	The Request for Joinder shall contain the following information: a)the case reference of the existing arbitration; b)the name in full, description, address and other contact details of each of the parties, including the additional party; and c) the information specified in Article 4(3), subparagraphs c), d), e) and f). The party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.
Article 8(3)	The party submitting the Request for Joinder shall pay the filing fee set out in the Schedule of Fees.	Article 7(3)	The provisions of Articles 4(4) and 4(5) shall apply, mutatis mutandis, to the Request for Joinder.
Article 8(4)	Once the Secretariat has received the Request for Joinder and the filing fee, the Secretariat shall transmit the Request for Joinder and the documents annexed thereto to the additional party.	Article 7(3)	The provisions of Articles 4(4) and 4(5) shall apply, mutatis mutandis, to the Request for Joinder.
Article 8(5)	If the Request for Joinder is filed before the confirmation or appointment of any arbitrator, the additional party shall submit an Answer in accordance with the provisions of Articles 6(1)–6(3). The additional party may also make claims against any other party in accordance with Article 9.	Article 7(4)	The additional party shall submit an Answer in accordance, mutatis mutandis, with the provisions of Articles 5(1)–5(4). The additional party may make claims against any other party in accordance with the provisions of Article 8.
Article 8(6)	No party will be joined, and no Request for Joinder may be made after the confirmation or appointment of any arbitrator unless: (i) the additional party accepts the constitution of the arbitral tribunal; and (ii) the arbitral tribunal, once constituted, decides to accept the Request for Joinder. In deciding whether to join the additional party, the arbitral tribunal shall take into account all relevant circumstances, including: a) whether the arbitral tribunal has prima facie jurisdiction over the additional party; b) the timing of the Request for Joinder; c) possible conflicts of interests; and d) the effect that joining the additional party would have on the arbitral procedure. Any decision to join an additional party is without prejudice to the arbitral tribunal's	Article 7(1)	A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 6(3)–6(7) and 9. Unless all parties, including the additional party, otherwise agree, or as provided for in Article 7(5), no additional party may be joined after the confirmation or appointment of any arbitrator. The Secretariat may fix a time limit for the submission of a Request for Joinder.

	decision as to its jurisdiction with respect to that party.	Article 7(5)	Any Request for Joinder made after the confirmation or appointment of any arbitrator shall be decided by the arbitral tribunal once constituted and shall be subject to the additional party accepting the constitution of the arbitral tribunal and agreeing to the Terms of Reference, where applicable. In deciding on such a Request for Joinder, the arbitral tribunal shall take into account all relevant circumstances, which may include whether the arbitral tribunal has prima facie jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party is without prejudice to the arbitral tribunal's decision as to its jurisdiction with respect to that party.
Article 9: Claims Between Multiple Parties			
Article 9(1)	In an arbitration with multiple parties, any party may make claims against any other party, subject to the provisions of Articles 7(1)-7(6) and 10 and provided that no new claims may be made after the initial case management conference ("**CMC**") without the authorisation of the arbitral tribunal pursuant to Article 25.	Article 8(1)	In an arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 6(3)–6(7) and 9 and provided that no new claims may be made after the Terms of Reference are signed or approved by the Court without the authorization of the arbitral tribunal pursuant to Article 23(4).
Article 9(2)	Any party making a claim pursuant to Article 9(1) shall provide the information specified in Article 5(3), subparagraphs c), d), e) and f).	Article 8(2)	Any party making a claim pursuant to Article 8(1) shall provide the information specified in Article 4(3), subparagraphs c), d), e) and f).
Article 9(3)	Before the Secretariat transmits the file to the arbitral tribunal in accordance with Article 17, the following provisions shall apply to any claim made: Article 5(5); Article 6(1) except for subparagraphs a), b), e) and f); Article 6(2); and Article 6(3). Thereafter, the arbitral tribunal shall determine the procedure for making a claim.	Article 8(3)	Before the Secretariat transmits the file to the arbitral tribunal in accordance with Article 16, the following provisions shall apply, mutatis mutandis, to any claim made: Article 4(4) subparagraph b); Article 4(5); Article 5(1) except for subparagraphs a), b), e) and f); Article 5(2); Article 5(3) and Article 5(4). Thereafter, the arbitral tribunal shall determine the procedure for making a claim.
Article 10: Multiple Contracts			
Article 10	Subject to the provisions of Articles 7(1)–7(6), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.	Article 9	Subject to the provisions of Articles 6(3)–6(7) and 23(4), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.
Article 11: Consolidation of Arbitrations			

Article 11(1)	The Court may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where: a) the parties have agreed to consolidation; or b) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or c) the claims in the arbitrations are not made under the same arbitration agreement or 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 10	The Court may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where: a)the parties have agreed to consolidation; or b)all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or c)the claims in the arbitrations are not made under the same arbitration agreement or 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. In deciding whether to consolidate, the Court may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.
Article 11(2)	In deciding whether to consolidate, the Court may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.		
Article 11(3)	When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.		
THE ARBITRAL TRIBUNAL			
Article 12(1)	Every arbitrator shall be and remain impartial and independent of the parties involved in the arbitration.	Article 11(1)	Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.
Article 12(2)	Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. In such statement, the prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. Any doubts the prospective arbitrator may have about whether to make a disclosure shall be resolved in favour of disclosure. The Secretariat shall provide such information to the parties and fix a time limit for the parties to provide any comments.	Article 11(2)	Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Secretariat shall provide such information to the parties in writing and fix a time limit for any comments from them.
Article 12(3)	An arbitrator has an ongoing duty to immediately disclose in writing to the Secretariat and to the parties any facts or circumstances referenced in Article 12(2) concerning the arbitrator's independence or impartiality which may arise during the arbitration.	Article 11(3)	An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in Article 11(2) concerning the arbitrator's impartiality or independence which may arise during the arbitration.
Article 12(4)	A disclosure does not, by itself, establish a lack of independence or impartiality.	N/A	
Article 12(5)	To assist prospective arbitrators and arbitrators in complying with their disclosure obligations, 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 under Article 6(2), each party must submit to the Secretariat a list of persons and entities which they believe the prospective arbitrators and arbitrators should consider and the reasons thereof.		

Article 12(6)	To assist prospective arbitrators and arbitrators in complying with their disclosure obligations, each party must 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 or defences and under which it has an economic interest in the outcome of the arbitration.	Article 11(7)	In order to assist prospective arbitrators and arbitrators in complying with their duties under Articles 11(2) and 11(3), each party must promptly inform the Secretariat, the arbitral tribunal and the other parties, of the existence and identity of any non-party which has entered into an arrangement for the funding of claims or defences and under which it has an economic interest in the outcome of the arbitration.
Article 12(7)	The Court's decisions on the appointment, confirmation, challenge or replacement of an arbitrator shall be final.	Article 11(4)	The decisions of the Court as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
Article 12(8)	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.	N/A	
Article 12(9)	By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.	Article 11(5)	By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.
Article 12(10)	Unless the parties agree otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 13 and 14.	Article 11(6)	Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 12 and 13.
Article 13: Constitution of the Arbitral Tribunal			
Number of Arbitrators			
Article 13(1)	Disputes shall be decided by a sole arbitrator or by three arbitrators.	Article 12(1)	The disputes shall be decided by a sole arbitrator or by three arbitrators.
Article 13(2)	If the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, except where the Court determines that the dispute warrants three arbitrators.	Article 12(2)	Where the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, save where it appears to the Court that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator within 15 days from receipt of the notification of the decision of the Court, and the respondent shall nominate an arbitrator within 15 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.
Sole Arbitrator			
Article 13(3)	If the parties have agreed that the dispute shall be decided by a sole arbitrator, the parties may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within 30 days from the date when the other party or parties have received the Request, or, as the case may be, within such additional time as the Secretariat may allow, the Court shall appoint the sole arbitrator.	Article 12(3)	Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within 30 days from the date when the claimant's Request for Arbitration has been received by the other party or parties, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Court.
Three Arbitrators			

Article 13(4)	If the parties have agreed that the dispute shall be decided by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.	Article 12(4)	Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.
Article 13(5)	If the Court has determined that the dispute shall be decided by three arbitrators, the claimant shall nominate an arbitrator within 15 days from receipt of the notification of the decision of the Court, and the respondent shall nominate an arbitrator within 15 days from receipt of the notification from the Secretariat of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.	Article 12(2)	Where the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, save where it appears to the Court that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator within 15 days from receipt of the notification of the decision of the Court, and the respondent shall nominate an arbitrator within 15 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.
Article 13(6)	If the dispute is to be decided by three arbitrators, the Court shall appoint the third arbitrator, who will act as president of the arbitral tribunal, unless the parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation pursuant to Article 14. Should such procedure not result in a nomination within 30 days from the confirmation or appointment of the co-arbitrators or any other time limit agreed by the parties or fixed by the Secretariat, the Court shall appoint the third arbitrator.	Article 12(5)	Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as president of the arbitral tribunal, shall be appointed by the Court, unless the parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation pursuant to Article 13. Should such procedure not result in a nomination within 30 days from the confirmation or appointment of the co-arbitrators or any other time limit agreed by the parties or fixed by the Court, the third arbitrator shall be appointed by the Court.
Article 13(7)	If there are multiple claimants or multiple respondents, and the dispute is to be decided by three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Article 14.	Article 12(6)	Where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Article 13.
Article 13(8)	If an additional party has been joined pursuant to Article 8(1), and the dispute is to be decided by three arbitrators, the additional party may, jointly with the claimant or with the respondent, nominate an arbitrator for confirmation pursuant to Article 14.	Article 12(7)	Where an additional party has been joined (Article 7(1)), and where the dispute is to be referred to three arbitrators, the additional party may, jointly with the claimant(s) or with the respondent(s), nominate an arbitrator for confirmation pursuant to Article 13 and subject to Article 7(5).
Article 13(9)	In the absence of a joint nomination pursuant to Articles 13(7) or 13(8) and if all parties are unable to agree to a method for the constitution of the arbitral tribunal, the Court may appoint each member of the arbitral tribunal and shall designate one of them to act as president.	Article 12(8)	In the absence of a joint nomination pursuant to Articles 12(6) or 12(7) and where all parties are unable to agree to a method for the constitution of the arbitral tribunal, the Court may appoint each member of the arbitral tribunal and shall designate one of them to act as president. In such cases, the Court shall be at liberty to choose any person it regards as suitable to act as arbitrator, applying Article 13 when it considers this appropriate.

Article 13(10)	Notwithstanding any agreement by the parties on the method of constituting the arbitral tribunal, the Court may, in exceptional circumstances, appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment or unfairness that may affect the validity of the award.	Article 12(9)	Notwithstanding any agreement by the parties on the method of constitution of the arbitral tribunal, in exceptional circumstances the Court may appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award.
Article 14: Appointment and Confirmation of the Arbitrators			
Article 14(1)	When confirming or appointing arbitrators, the Secretary General and the Court shall consider, among other factors, the prospective arbitrator's nationality, residence, experience, and expertise, as well as the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules.	Article 13(1)	In confirming or appointing arbitrators, the Court shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules. The same shall apply where the Secretary General confirms arbitrators pursuant to Article 13(2).
Article 14(2)	The Secretary General may confirm as co-arbitrators, sole arbitrators and presidents of arbitral tribunals persons nominated by a party or the parties or pursuant to their particular agreements, provided that the statement that the prospective arbitrator has submitted contains no disclosure or that a statement with disclosure has not given rise to an objection. If there is an objection to confirmation, or if the Secretary General considers it appropriate to refer the matter to the Court for any other reason, the Court shall decide whether a prospective arbitrator shall be confirmed.	Article 13(2)	The Secretary General may confirm as co-arbitrators, sole arbitrators and presidents of arbitral tribunals persons nominated by the parties or pursuant to their particular agreements, provided that the statement they have submitted contains no qualification regarding impartiality or independence or that a qualified statement regarding impartiality or independence has not given rise to objections. Such confirmation shall be reported to the Court at one of its next sessions. If the Secretary General considers that a co-arbitrator, sole arbitrator or president of an arbitral tribunal should not be confirmed, the matter shall be submitted to the Court.
Article 14(3)	When the Court is to appoint an arbitrator, it shall request a proposal from an ICC National Committee or Group that it considers to be appropriate. If the Court does not accept the proposal, or if the National Committee or Group fails to make the proposal requested within the time limit fixed by the Secretariat, the Court may repeat its request, request a proposal from another National Committee or Group that it considers to be appropriate, or appoint directly any person whom it considers suitable.	Article 13(3)	Where the Court is to appoint an arbitrator, it shall make the appointment upon proposal of an ICC National Committee or Group that it considers to be appropriate. If the Court does not accept the proposal made, or if the National Committee or Group fails to make the proposal requested within the time limit fixed by the Court, the Court may repeat its request, request a proposal from another National Committee or Group that it considers to be appropriate, or appoint directly any person whom it regards as suitable.
Article 14(4)	The Court may appoint directly any person whom it regards as suitable where: a) one or more of the parties is a state or may be considered to be a state entity or an international organisation; b) the Court considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no National Committee or Group; or c) circumstances exist which, in the Court's opinion, make a direct appointment necessary and appropriate.	Article 13(4)	The Court may also appoint directly to act as arbitrator any person whom it regards as suitable where: a) one or more of the parties is a state or may be considered to be a state entity; b) the Court considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no National Committee or Group; or c) the President certifies to the Court that circumstances exist which, in the President's opinion, make a direct appointment necessary and appropriate.

Article 14(5)	When the Court is to appoint the sole arbitrator or the president of the arbitral tribunal, such sole arbitrator or president of the arbitral tribunal shall not be of the same nationality as any of the parties. The Court may derogate from this requirement in appropriate circumstances, provided none of the parties objects within the time limit fixed by the Secretariat.	Article 13(5)	Where the Court is to appoint the sole arbitrator or the president of the arbitral tribunal, such sole arbitrator or president of the arbitral tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by the Secretariat, the sole arbitrator or the president of the arbitral tribunal may be chosen from a country of which any of the parties is a national.
Article 14(6)	If the arbitration agreement upon which the arbitration is based arises from a treaty or an investment protection law, no arbitrator shall have the same nationality as any party to the arbitration unless the parties agree otherwise.	Article 13(6)	Whenever the arbitration agreement upon which the arbitration is based arises from a treaty, and unless the parties agree otherwise, no arbitrator shall have the same nationality of any party to the arbitration.
Article 15: Challenge of Arbitrators			
Article 15(1)	A challenge of an arbitrator for an alleged lack of impartiality or independence, or otherwise, shall be submitted to the Secretariat in writing and specify the facts and circumstances on which the challenge is based.	Article 14(1)	A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.
Article 15(2)	For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based, whichever is later.	Article 14(2)	For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
Article 15(3)	The Court shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other members of the arbitral tribunal to comment in writing within a time limit fixed by the Secretariat. Such comments shall be communicated to the parties and to the arbitrators.	Article 14(3)	The Court shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other members of the arbitral tribunal to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.
Article 16: Replacement of Arbitrators			
Article 16(1)	The Court shall replace an arbitrator upon death of the arbitrator, upon the Court's acceptance of the arbitrator's resignation, upon the Court's acceptance of a challenge, or upon the Court's acceptance of a request of all the parties.	Article 15(1)	An arbitrator shall be replaced upon death, upon acceptance by the Court of the arbitrator's resignation, upon acceptance by the Court of a challenge, or upon acceptance by the Court of a request of all the parties.
Article 16(2)	When the Court considers that an arbitrator may be prevented de jure or de facto from fulfilling the arbitrator's functions, or the arbitrator may not be fulfilling those functions in accordance with the Rules or within the prescribed time limits, the Court may initiate replacement proceedings on its own initiative.	Article 15(2)	An arbitrator shall also be replaced on the Court's own initiative when it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.

Article 16(3)	Once the Court has initiated replacement proceedings pursuant to Article 16(2), the Secretariat shall provide the arbitrator concerned, the parties and any other members of the arbitral tribunal an opportunity to comment in writing within a time limit fixed by the Secretariat. Such comments shall be communicated to the parties and to the arbitrators. The Court shall thereafter decide whether to replace the arbitrator.	Article 15(3)	When, on the basis of information that has come to its attention, the Court considers applying Article 15(2), it shall decide on the matter after the arbitrator concerned, the parties and any other members of the arbitral tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.
Article 16(4)	When an arbitrator is to be replaced, the Court has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.	Article 15(4)	When an arbitrator is to be replaced, the Court has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.
Article 16(5)	After the last hearing or the filing of the last substantive submissions, whichever is later, instead of replacing an arbitrator who has died or been removed by the Court pursuant to Articles 16(1) or 16(3), the Court may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Court shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.	Article 15(5)	Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been removed by the Court pursuant to Articles 15(1) or 15(2), the Court may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Court shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.
THE ARBITRAL PROCEEDINGS			
Article 17	The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage has been paid.	Article 16	The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage has been paid.
Article 18: Party Representation			
Article 18(1)	Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation.	Article 17(1)	Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation.
Article 18(2)	The arbitral tribunal may, once constituted and 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, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.	Article 17(2)	The arbitral tribunal may, once constituted and 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, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.
Article 18(3)	At any time after the commencement of the arbitration, the arbitral tribunal or the Secretariat may require proof of the authority of any party representatives.	Article 17(3)	At any time after the commencement of the arbitration, the arbitral tribunal or the Secretariat may require proof of the authority of any party representatives.
Article 19: Place of the Arbitration			
Article 19(1)	If the parties have not agreed on the place of arbitration, the Court shall fix it.	Article 18(1)	The place of the arbitration shall be fixed by the Court, unless agreed upon by the parties.
Article 19(2)	The arbitral tribunal may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless the parties agree otherwise.	Article 18(2)	The arbitral tribunal may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.

Article 19(3)	The arbitral tribunal may deliberate wherever it considers appropriate or in hybrid form or by videoconference, teleconference or other form of electronic communication.	Article 18(3)	The arbitral tribunal may deliberate at any location it considers appropriate.
Article 20: Rules Governing the Proceedings			
Article 20	The Rules govern the proceedings before the arbitral tribunal. If the Rules are silent, the proceedings are governed by any rules on which the parties agree, or absent such agreement, which the arbitral tribunal determines appropriate, whether or not reference is made to the rules of procedure of a national law to be applied to the arbitration.	Article 19	The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.
Article 21: Language of the Arbitration			
Article 21	If the parties have not agreed on the language or languages of the arbitration, the arbitral tribunal shall determine the language or languages of the arbitration, considering all relevant circumstances, including the language of the contract.	Article 20	In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract.
Article 22: Applicable Rules of Law			
Article 22(1)	The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law it determines to be appropriate.	Article 21(1)	The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.
Article 22(2)	The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and any relevant trade usages.	Article 21(2)	The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.
Article 22(3)	The arbitral tribunal shall assume the powers of an amiable compositeur or decide *ex aequo et bono* only if the parties have agreed to give it such powers.	Article 21(3)	The arbitral tribunal shall assume the powers of an amiable compositeur or decide *ex aequo et bono* only if the parties have agreed to give it such powers.
Article 23: Conduct of the Arbitration			
Article 23(1)	The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.	Article 22(1)	The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
Article 23(2)	To manage the case effectively, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties. Such measures may include one or more of the case management techniques described in the guidance notes issued by the Secretariat, taking into account the work of the Commission on Arbitration and ADR.	Article 22(2)	In order to ensure effective case management, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties. Such measures may include one or more of the case management techniques described in Appendix IV.
Article 23(3)	At the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures to protect trade secrets and confidential information.	Article 22(3)	Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.
Article 23(4)	In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.	Article 22(4)	In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

Article 23(5)	The parties undertake to comply with any order made by the arbitral tribunal.	Article 22(5)	The parties undertake to comply with any order made by the arbitral tribunal.
Article 24: Case Management Conference; Procedural Timetable			
N/A		Article 23(1)	As soon as it has received the file from the Secretariat, the arbitral tribunal shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, a document defining its Terms of Reference. This document shall include the following particulars: a)the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration; b)the addresses to which notifications and communications arising in the course of the arbitration may be made; c)a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; d)unless the arbitral tribunal considers it inappropriate, a list of issues to be determined; e)the names in full, address and other contact details of each of the arbitrators; f) the place of the arbitration; and g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as amiable compositeur or to decide ex aequo et bono.
		Article 23(3)	If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Court for approval. When the Terms of Reference have been signed in accordance with Article 23(2) or approved by the Court, the arbitration shall proceed.
Article 24(1)	Within 30 days from receiving the file from the Secretariat, the arbitral tribunal shall hold an initial CMC to consult the parties on procedural measures that may be adopted pursuant to Article 23(2). The Secretary General may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on the Secretary General's own initiative, if the Secretary General considers it necessary.	Article 23(2)	The Terms of Reference shall be signed by the parties and the arbitral tribunal. Within 30 days from the date on which the file has been transmitted to it, the arbitral tribunal shall transmit to the Court the Terms of Reference signed by it and by the parties. The Court may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
		Article 24(1)	When drawing up the Terms of Reference or as soon as possible thereafter, the arbitral tribunal shall hold a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 22(2).

Article 24(2)	During the initial CMC, or as soon as possible thereafter, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Secretariat and the parties.	Article 24(2)	During such conference, or as soon as possible thereafter, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Court and the parties.
Article 24(3)	To ensure continued effective case management, the arbitral tribunal, after consulting the parties, may adopt further procedural measures or modify the procedural timetable.	Article 24(3)	To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.
Article 24(4)	The arbitral tribunal may conduct further CMCs, as it may deem appropriate to facilitate the efficient conduct of the proceeding.	N/A	
Article 24(5)	In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which any CMC will be conducted. CMCs may be conducted in person, in hybrid form or by videoconference, teleconference or other form of electronic communication. The arbitral tribunal may request the parties to submit case management proposals in advance of a CMC and may request the attendance of the parties at any CMC.	Article 24(4)	Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which the conference will be conducted. The arbitral tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through an internal representative.
Article 25: New Claims			
Article 25	After the initial CMC, no party may make new claims, unless authorised by the arbitral tribunal. In determining whether to allow such new claims, the arbitral tribunal shall consider the nature of the new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.	Article 23(4)	After the Terms of Reference have been signed or approved by the Court, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.
		Article 3(2) of Appendix VI	After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
Article 26: Establishing the Facts of the Case			
Article 26(1)	The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.	Article 25(1)	The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
Article 26(2)	The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.	Article 25(2)	The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.
Article 26(3)	The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At a party's request, the parties shall be given the opportunity to question any such expert at a hearing.	Article 25(3)	The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.

Article 26(4)	At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.	Article 25(4)	At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.
Article 26(5)	The arbitral tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.	Article 25(5)	The arbitral tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.
Article 27: Hearings			
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. When a hearing is to be held, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The arbitral tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted in person, in hybrid form or by videoconference, teleconference or other form of electronic communication.	Article 26(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. When a hearing is to be held, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The arbitral tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.
Article 27(2)	If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.	Article 26(2)	If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.
Article 27(3)	The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Unless the arbitral tribunal and the parties agree otherwise, persons not involved in the proceedings shall not be admitted.	Article 26(3)	The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be admitted.
Article 27(4)	The parties may represent themselves or be represented by duly authorised representatives. Advisers may also assist the parties.	Article 26(4)	The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.
Article 28: Closing of the Proceedings and Date for Submission of Draft Awards			
Article 28	As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorised submissions concerning such matters, whichever is later, the arbitral tribunal shall: a) declare the proceedings closed with respect to the matters to be decided in the award; and b) inform the Secretariat and the parties of the date by which it expects to submit its draft award to the Court for approval pursuant to Article 37. After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorised by the arbitral tribunal.	Article 27	As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, whichever is later, the arbitral tribunal shall: a) declare the proceedings closed with respect to the matters to be decided in the award; and b) inform the Secretariat and the parties of the date by which it expects to submit its draft award to the Court for approval pursuant to Article 34. After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.
Article 29: Conservatory and Interim Measures			

Article 29(1)	Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.	Article 28(1)	Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.
Article 29(2)	Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application by a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat and the arbitral tribunal.	Article 28(2)	Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.
Article 30: Early Determination			
Article 30(1)	Any party may apply to the arbitral tribunal for the early determination of one or more claims or defences on the grounds that: a) such claims or defences are manifestly without merit; or b) such claims or defences are manifestly outside the arbitral tribunal's jurisdiction.	N/A	
Article 30(2)	The arbitral tribunal shall determine in its discretion whether to allow the application to proceed. If the arbitral tribunal allows the application to proceed, it shall adopt the procedural measures it considers appropriate, after consulting the parties.		
Article 31: Emergency Arbitrator			
Article 31	A party that needs interim or conservatory measures that cannot await the constitution of an arbitral tribunal ("**Emergency Measures**") may submit an application pursuant to the Emergency Arbitrator Provisions in Appendix IV.	Article 29(1)	A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal ("Emergency Measures") may make an application for such measures pursuant to the Emergency Arbitrator Rules in Appendix V. Any such application shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 and irrespective of whether the party making the application has already submitted its Request for Arbitration.
Article 32: Expedited Procedure			

Article 32	By agreeing to arbitration under the Rules, the parties agree that the Expedited Procedure Provisions in Appendix V shall take precedence over any contrary terms of the arbitration agreement.	Article 30(1)	By agreeing to arbitration under the Rules, the parties agree that this Article 30 and the Expedited Procedure Rules set forth in Appendix VI (collectively the "Expedited Procedure Provisions") shall take precedence over any contrary terms of the arbitration agreement.
Article 33: Highly Expedited Arbitration	N/A	N/A	
Article 33	When all parties so agree, the arbitration shall be conducted as a Highly Expedited Arbitration in accordance with the Highly Expedited Arbitration Provisions in Appendix VI.		
AWARDS			
Article 34	The President shall fix the time limit, or subsequently extend the time limit, for rendering the final award, taking into account: a) the procedural timetable established pursuant to Article 24(2); or b) a reasoned request from the arbitral tribunal.	Article 31(1)	The time limit within which the arbitral tribunal must render its final award is six months. Such time limit shall start to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or, in the case of application of Article 23(3), the date of the notification to the arbitral tribunal by the Secretariat of the approval of the Terms of Reference by the Court. The Court may fix a different time limit based upon the procedural timetable established pursuant to Article 24(2).
		Article 31(2)	The Court may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
Article 35: Making of the Award			
Article 35(1)	When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority, the president of the arbitral tribunal shall make the award alone.	Article 32(1)	When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority, the award shall be made by the president of the arbitral tribunal alone.
Article 35(2)	The award shall state the reasons upon which it is based.	Article 32(2)	The award shall state the reasons upon which it is based.
Article 35(3)	The award shall be deemed to be made at the place of the arbitration and on the date stated therein.	Article 32(3)	The award shall be deemed to be made at the place of the arbitration and on the date stated therein.
Article 36: Award by Consent			
Article 36	If the parties reach a settlement after the file has been transmitted to the arbitral tribunal in accordance with Article 17, the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitral tribunal agrees to do so.	Article 33	If the parties reach a settlement after the file has been transmitted to the arbitral tribunal in accordance with Article 16, the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitral tribunal agrees to do so.
Article 37: Scrutiny of the Award by the Court			
Article 37(1)	Before signing any award, the arbitral tribunal shall submit a draft of the award to the Court.	Article 34	Before signing any award, the arbitral tribunal shall submit it in draft form to the Court. The Court may lay down modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance. No award shall be rendered by the arbitral tribunal until it has been approved by the Court as to its form.
Article 37(2)	The Court may require modifications to the form of the award. Without affecting the arbitral tribunal's liberty of decision, the Court may also draw the arbitral tribunal's attention to substantive points. The arbitral tribunal shall not render any award until the Court has approved its form.		

Article 37(3)	When the Court scrutinises draft awards, it considers, to the extent practicable, the validity and enforceability of the award and the requirements of mandatory law at the place of the arbitration.	Article 7 of Appendix II	When the Court scrutinizes draft awards in accordance with Article 34 of the Rules, it considers, to the extent practicable, the requirements of mandatory law at the place of the arbitration.
Article 38: Signature, Notification, Deposit and Enforceability of the Award			
Article 38(1)	After consulting with the parties and considering all relevant circumstances, the arbitral tribunal may: a) sign the award electronically; b) sign the award in counterparts; and/or c) request the Secretariat to notify the award in paper form or electronic format, or any other manner that is permitted by law.	N/A	
Article 38(2)	Once made, the Secretariat shall notify the award to the parties, provided the costs of the arbitration fixed by the Court have been fully paid.	Article 35(1)	Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitral tribunal, provided always that the costs of the arbitration have been fully paid to ICC by the parties or by one of them.
Article 38(3)	Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to comply with any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.	Article 35(6)	Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.
Article 38(4)	Additional copies certified true by the Secretary General shall be made available on request and at any time to the parties, but to no one else.	Article 35(2)	Additional copies certified true by the Secretary General shall be made available on request and at any time to the parties, but to no one else.
Article 38(5)	By virtue of the notification made in accordance with Article 38(2), the parties waive any other form of notification or deposit on the part of the arbitral tribunal.	Article 35(3)	By virtue of the notification made in accordance with Article 35(1), the parties waive any other form of notification or deposit on the part of the arbitral tribunal.
Article 38(6)	The Secretariat shall keep an original of each award made in accordance with the Rules, either in hard copy or electronically.	Article 35(4)	An original of each award made in accordance with the Rules shall be deposited with the Secretariat.
Article 38(7)	The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.	Article 35(5)	The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.
Article 39: Correction and Interpretation of the Award; Additional Award; Remission of Awards			
Article 39(1)	On its own initiative, and after seeking the parties' comments, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted in draft form to the Secretariat within 45 days from notification of the award by the Secretariat pursuant to Article 38(2).	Article 36(1)	On its own initiative, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the Court within 30 days from notification of the award by the Secretariat pursuant to Article 35(1).
Article 39(2)	Any application by a party for correction of a clerical, computational or typographical error, or any errors of similar nature contained in an award, or for the interpretation of an award, must be submitted to the Secretariat within 30 days from the date of receipt of the award by such party.	Article 36(2)	Any application of a party for the correction of an error of the kind referred to in Article 36(1), or for the interpretation of an award, must be made to the Secretariat within 30 days from receipt of the award by such party.
Article 39(3)	Within 30 days from the date of receipt of the award, a party may submit an application to the Secretariat for an additional award as to claims made in the arbitral proceedings which the arbitral tribunal has omitted to decide.	Article 36(3)	Any application of a party for an additional award as to claims made in the arbitral proceedings which the arbitral tribunal has omitted to decide must be made to the Secretariat within 30 days from receipt of the award by such party.

Article 39(4)	After transmission of an application pursuant to Articles 39(2) or 39(3) to the arbitral tribunal, the latter shall grant the other party or parties a short time limit, normally not exceeding 30 days, from receipt of the application by that party or parties, to submit any comments thereon. The arbitral tribunal shall submit its decision on the application in draft form to the Court no later than 30 days from expiry of the time limit for the receipt of any comments from the other party or parties or within such other period as the Secretary General may decide. A decision to correct or to interpret the award shall take the form of an addendum and shall constitute part of the award. A decision to grant the application under Article 39(3) shall take the form of an additional award. The provisions of Articles 35, 37 and 38 also apply.	Article 36(4)	After transmission of an application pursuant to Articles 36(2) or 36(3) to the arbitral tribunal, the latter shall grant the other party or parties a short time limit, normally not exceeding 30 days, from receipt of the application by that party or parties, to submit any comments thereon. The arbitral tribunal shall submit its decision on the application in draft form to the Court not later than 30 days from expiry of the time limit for the receipt of any comments from the other party or parties or within such other period as the Court may decide. A decision to correct or to interpret the award shall take the form of an addendum and shall constitute part of the award. A decision to grant the application under paragraph 3 shall take the form of an additional award. The provisions of Articles 32, 34 and 35 shall apply mutatis mutandis.
Article 39(5)	If a court remits an award to the arbitral tribunal, the provisions of Articles 35, 37, 38 and this Article 39 shall apply to any addendum or award made pursuant to the terms of such remission. The Court may take any steps as may be necessary to enable the arbitral tribunal to comply with the terms of such remission.	Article 36(5)	Where a court remits an award to the arbitral tribunal, the provisions of Articles 32, 34, 35 and this Article 36 shall apply mutatis mutandis to any addendum or award made pursuant to the terms of such remission. The Court may take any steps as may be necessary to enable the arbitral tribunal to comply with the terms of such remission and may fix an advance to cover any additional fees and expenses of the arbitral tribunal and any additional ICC administrative expenses.
COSTS			
Article 40(1)	After receiving the Request, the Secretary General may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration until the initial CMC. Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the Secretary General.	Article 37(1)	After receipt of the Request, the Secretary General may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration a)until the Terms of Reference have been drawn up; or b)when the Expedited Procedure Provisions apply, until the case management conference. Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the Court pursuant to this Article 37.
Article 40(2)	The Secretary General shall fix the advance on costs, calculated in accordance with the amount in dispute and in line with the Schedule of Fees.	Article 37(2)	As soon as practicable, the Court shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators, the ICC administrative expenses and any other expenses incurred by ICC related to the arbitration for the claims which have been referred to it by the parties, unless any claims are made under Article 7 or 8 in which case Article 37(4) shall apply. The advance on costs fixed by the Court pursuant to this Article 37(2) shall be payable in equal shares by the claimant and the respondent.

Article 40(3)	The claimant shall pay 50 percent of the advance on costs, and the respondent shall pay 50 percent of the advance on costs fixed under Article 40(2). If any party does not pay its share of the advance on costs, the Secretariat may invite the other party to make such payment.	Article 37(2)	As soon as practicable, the Court shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators, the ICC administrative expenses and any other expenses incurred by ICC related to the arbitration for the claims which have been referred to it by the parties, unless any claims are made under Article 7 or 8 in which case Article 37(4) shall apply. The advance on costs fixed by the Court pursuant to this Article 37(2) shall be payable in equal shares by the claimant and the respondent.
		Article 37(5)	The amount of any advance on costs fixed by the Court pursuant to this Article 37 may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.
Article 40(4)	The Secretary General may authorise the payment of advances on costs, or any party's share thereof, in instalments.	Article 1(6) of Appendix III	The Secretary General may authorize the payment of advances on costs, or any party's share thereof, in instalments, subject to such conditions as the Court thinks fit.
Article 40(5)	If the respondent submits counterclaims, the Secretary General may fix separate advances on costs for the claims and the counterclaims. Each of the parties shall pay the advance on costs corresponding to its claims.	Article 37(3)	Where counterclaims are submitted by the respondent under Article 5 or otherwise, the Court may fix separate advances on costs for the claims and the counterclaims. When the Court has fixed separate advances on costs, each of the parties shall pay the advance on costs corresponding to its claims.
		Article 1(8) of Appendix III	When the Court has fixed separate advances on costs pursuant to Article 37(3) of the Rules, the Secretariat shall invite each party to pay the amount of the advance corresponding to its respective claim(s).
Article 40(6)	If claims are made under Articles 8 or 9, the Secretary General may fix one or more advances on costs that shall be payable by the parties as decided by the Secretary General. If the Secretary General has previously fixed any advance on costs, the amount of any advance previously paid by any party will be considered as a partial payment by such party of its share of the advance(s) on costs.	Article 37(4)	Where claims are made under Article 7 or 8, the Court shall fix one or more advances on costs that shall be payable by the parties as decided by the Court. Where the Court has previously fixed any advance on costs pursuant to this Article 37, any such advance shall be replaced by the advance(s) fixed pursuant to this Article 37(4), and the amount of any advance previously paid by any party will be considered as a partial payment by such party of its share of the advance(s) on costs as fixed by the Court pursuant to this Article 37(4).
Article 40(7)	The advance on costs fixed by the Secretary General may be readjusted at any time during the arbitration.	Article 37(5)	The amount of any advance on costs fixed by the Court pursuant to this Article 37 may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.

Article 40(8)	A party may request to post a bank guarantee: a) for any amount exceeding the threshold amount established under the Schedule of Fees ("**Threshold Amount**") to cover that party's share of the advance on costs; b) to pay the unpaid portion of the advance owed by a defaulting party when that party has already paid in full its share of the advance on costs; c) to cover an amount under the separate advance on costs fixed for the claim of that party that exceeds one half of the global advance on costs previously fixed. The Secretariat shall determine the terms and conditions governing such bank guarantee. A party may only post a bank guarantee if the Secretariat confirms that the conditions have been met.	Article 1(5) of Appendix III	Each party shall pay its share of the total advance on costs in cash. However, if a party's share of the advance on costs is greater than US$ 500,000 (the "Threshold Amount"), such party may post a bank guarantee for any amount above the Threshold Amount. The Court may modify the Threshold Amount at any time at its discretion.
		Article 1(7) of Appendix III	A party that has already paid in full its share of the advance on costs fixed by the Court may, in accordance with Article 37(5) of the Rules, pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.
		Article 1(9) of Appendix III	When, as a result of the fixing of separate advances on costs, the separate advance fixed for the claim of either party exceeds one half of such global advance as was previously fixed (in respect of the same claims and counterclaims that are the subject of separate advances), a bank guarantee may be posted to cover any such excess amount. In the event that the amount of the separate advance is subsequently increased, at least one half of the increase shall be paid in cash.
		Article 1(10) of Appendix III	The Secretariat shall establish the terms governing all bank guarantees which the parties may post pursuant to the above provisions.
Article 40(9)	If any party fails to pay the advance on costs, and after consulting with the arbitral tribunal, the Secretary General may direct the arbitral tribunal to suspend its work and fix a time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn. If the party in question wishes to object to this measure, it must make a request within the aforementioned period for the Court to decide the matter. Such party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.	Article 37(6)	When a request for an advance on costs has not been complied with, and after consultation with the arbitral tribunal, the Secretary General may direct the arbitral tribunal to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the Court. Such party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.
Article 40(10)	If one of the parties claims a right to a set-off with regard to any claim, the Secretary General shall take into account such set-off in determining the advance on costs to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the arbitral tribunal to consider additional matters.	Article 37(7)	If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the arbitral tribunal to consider additional matters.
Article 40(11)	The Secretary General may refer to the Court the matters requiring decision under Articles 40(2) and 40(4)-40(7).	N/A	
Article 41: Decision on the Costs of the Arbitration			

Article 41(1)	The costs of the arbitration shall include the fees and expenses of the arbitrators, any other expenses incurred by the ICC related to the arbitration, and the ICC administrative expenses fixed by the Court, in accordance with the Schedule of Fees in force at the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.	Article 38(1)	The costs of the arbitration shall include the fees and expenses of the arbitrators and the ICC administrative expenses fixed by the Court, in accordance with the scales in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.
Article 41(2)	The Court may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant Schedule of Fees, should this be deemed necessary due to the exceptional circumstances of the case.	Article 38(2)	The Court may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant scale should this be deemed necessary due to the exceptional circumstances of the case.
Article 41(3)	At any time during the arbitral proceedings, the arbitral tribunal may make decisions on costs, other than those to be fixed by the Court, and order payment.	Article 38(3)	At any time during the arbitral proceedings, the arbitral tribunal may make decisions on costs, other than those to be fixed by the Court, and order payment.
Article 41(4)	The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.	Article 38(4)	The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
Article 41(5)	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 38(5)	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(6)	If all claims are withdrawn or the arbitration is terminated before the final award is rendered, the Court shall fix the fees of the arbitrators 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, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the Court to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make decisions as to costs.	Article 38(6)	In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final award, the Court shall fix the fees and expenses of the arbitrators 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, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the Court to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make decisions as to costs.
		Article 2(8) of Appendix III	If an arbitration terminates before the rendering of a final award, the Court shall fix the fees and expenses of the arbitrators and the ICC administrative expenses at its discretion, taking into account the stage attained by the arbitral proceedings and any other relevant circumstances.
MISCELLANEOUS			

Article 42	A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.	Article 40	A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.
Article 43: Reasons for Court Decisions			
Article 43(1)	Upon the request of any party, the Court will communicate the reasons for decisions made pursuant to Articles 7(2), 11, 13(9), 13(10), 15 and 16(3), unless, in exceptional circumstances, the Court decides not to do so.	Article 5(1) of Appendix II	Upon request of any party, the Court will communicate the reasons for Articles 6(4), 10, 12(8), 12(9), 14 and 15(2).
		Article 5(3) of Appendix II	In exceptional circumstances, the Court may decide not to communicate the reasons for any of the above decisions.
Article 43(2)	Any request for the communication of reasons must be made in advance of the decision in respect of which reasons are sought. For decisions pursuant to Article 16(3), a party shall address its request to the Court when invited to comment.	Article 5(2) of Appendix II	Any request for the communications of reasons must be made in advance of the decision in respect of which reasons are sought. For decisions pursuant to Article 15(2), a party shall address its request to the Court when invited to comment pursuant to Article 15(3).
Article 44: Tribunal Secretary			
Article 44(1)	After consulting with the parties, the arbitral tribunal may appoint a tribunal secretary to work under the arbitral tribunal's direction and control, without delegating its decision-making authority.	N/A	
Article 44(2)	Tribunal secretaries must satisfy the same independence, impartiality and confidentiality requirements as arbitrators under the Rules and sign a statement of acceptance, availability, impartiality and independence before their appointment.		
Article 45: Limitation of Liability			
Article 45	The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Court and its members, ICC and its employees, and the ICC National Committees and Groups and their employees and representatives shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.	Article 41	The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Court and its members, ICC and its employees, and the ICC National Committees and Groups and their employees and representatives shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.
Article 46: General Rule			
Article 46	In all matters not expressly provided for in the Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and make every effort to ensure that the award is enforceable at law.	Article 42	In all matters not expressly provided for in the Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.
Article 47: Governing Law and Settlement of Disputes			
Article 47	Any claims arising out of or in connection with the administration of the arbitration proceedings by the Court under the Rules shall be governed by French law and settled by the Paris Judicial Tribunal (*Tribunal Judiciaire de Paris*) in France, which shall have exclusive jurisdiction.	Article 43	Any claims arising out of or in connection with the administration of the arbitration proceedings by the Court under the Rules shall be governed by French law and settled by the Paris Judicial Tribunal (Tribunal Judiciaire de Paris) in France, which shall have exclusive jurisdiction.
Article 48: Original Text			

Article 48	The English version of the Rules is the original text. In the event of any discrepancy or conflict between the English version and a translation, the English version shall prevail.	N/A	
APPENDIX I: STATUTES OF THE INTERNATIONAL COURT OF ARBITRATION			
Article 1: Function and Independence			
Article 1(1) of Appendix I	The Court is ICC's independent arbitration body. The Court ensures the application of the Rules and has all the necessary powers for that purpose.	Article 1(1)	The International Court of Arbitration (the "Court") of the International Chamber of Commerce ("ICC") is the independent arbitration body of ICC. The statutes of the Court are set forth in Appendix I.
		Article 1(1) of Appendix I	The function of the International Court of Arbitration of the International Chamber of Commerce (the "Court") is to ensure the application of the Rules of Arbitration of ICC, and it has all the necessary powers for that purpose.
Article 1(2) of Appendix I	The Court does not resolve disputes. The Court administers the resolution of disputes by arbitral tribunals, in accordance with the Rules. The Court is the only body authorised to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules.	Article 1(2)	The Court does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration of ICC (the "Rules"). The Court is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules. It draws up its own internal rules, which are set forth in Appendix II (the "Internal Rules").
Article 1(3) of Appendix I	As an autonomous body, the Court carries out these functions in complete independence from ICC and its organs.	Article 1(2) of Appendix I	As an autonomous body, it carries out these functions in complete independence from ICC and its organs.
Article 1(4) of Appendix I	The Court draws up its own internal rules, which are set forth in Appendix II.	Article 1(2)	The Court does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration of ICC (the "Rules"). The Court is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules. It draws up its own internal rules, which are set forth in Appendix II (the "Internal Rules").
Article 1(5) of Appendix I	Members of the Court, as defined in Article 3 of this Appendix I, are independent from the ICC National Committees and Groups.	Article 1(3) of Appendix I	Its members are independent from the ICC National Committees and Groups.
		Article 3(1) of Appendix II	By virtue of their capacity, the members of the Court are independent of the ICC National Committees and Groups which proposed them for appointment by the ICC World Council.
Article 2: Confidentiality			
Article 2 of Appendix I	The work of the Court and the Secretariat, including any communications between the Secretariat and the arbitral tribunal, is confidential. Everyone who participates in that work, in any capacity, must maintain this confidentiality.	Article 8 of Appendix I	The work of the Court is of a confidential nature which must be respected by everyone who participates in that work in whatever capacity. The Court lays down the rules regarding the persons who can attend the meetings of the Court and its Committees and who are entitled to have access to materials related to the work of the Court and its Secretariat.

		Article 3(2) of Appendix II	Furthermore, they must regard as confidential, vis-à-vis the said National Committees and Groups, any information concerning individual cases with which they have become acquainted in their capacity as members of the Court, except when they have been requested by the President of the Court, by a Vice-President of the Court authorized by the President of the Court, or by the Court's Secretary General to communicate specific information to their respective National Committees or Groups.
Article 3: Composition of the Court			
Article 3 of Appendix I	The Court consists of a President, Vice-Presidents, and members (collectively, "**Members**").	Article 2 of Appendix I	The Court shall consist of a President, Vice-Presidents, and members and alternate members (collectively designated as members). In its work it is assisted by its Secretariat (Secretariat of the Court).
		Article 1(1) of Appendix II	For the purposes of this Appendix, members of the Court include the President and Vice-Presidents of the Court.
Article 4: Appointment			
Article 4(1) of Appendix I	The ICC World Council ("**World Council**") elects the President, following a recommendation from the ICC Executive Board ("**Executive Board**"). This recommendation is to be based on a proposal made by an independent selection committee, which includes highly respected arbitration practitioners.	Article 3(1) of Appendix I	The President is elected by the ICC World Council upon the recommendation of the Executive Board of ICC based on the proposal of an independent selection committee which includes highly distinguished arbitration practitioners.
Article 4(2) of Appendix I	The World Council appoints the Vice-Presidents based on the President's proposal.	Article 3(2) of Appendix I	On the proposal of the President, the ICC World Council appoints the Vice-Presidents of the Court from among the members of the Court or otherwise. The President and the Vice-Presidents of the Court form the Bureau of the Court.
Article 4(3) of Appendix I	The World Council appoints one member for each National Committee or Group, based on a proposal from the ICC National Committees or Groups, which takes into account the criteria and procedure determined by the President.	Article 3(3) of Appendix I	The members of the Court are appointed by the ICC World Council on the proposal of ICC National Committees or Groups, one member for each National Committee or Group. On the proposal of the President, the World Council may appoint alternate members.
Article 4(4) of Appendix I	The World Council may also appoint members proposed by the President, based on the President's reasoned request.	Article 3(4) of Appendix I	On the proposal of the President, the ICC World Council may appoint members and alternate members in countries and territories: a)where there is no National Committee or Group; or b)where the National Committee or Group is suspended.
Article 4(5) of Appendix I	The term of office of Members is three years and may be renewed once.	Article 3(5) of Appendix I	The term of office of all members, including, for the purposes of this paragraph, the President and Vice-Presidents, is three years and may be renewed once. If a member is no longer in a position to exercise the member's functions, a successor is appointed by the World Council for the remainder of the term.
Article 4(6) of Appendix I	No Member shall serve for more than two full consecutive terms, unless the World Council decides otherwise upon the recommendation of the Executive Board further to the proposal of the President, in particular where a member is proposed for appointment as Vice-President.	Article 3(6) of Appendix I	No Court member shall serve for more than two full consecutive terms, unless the World Council decides otherwise upon the recommendation of the Executive Board further to the proposal of the President, in particular where a Court member is proposed for election as Vice-President.

Article 5: Suspension			
Article 5 of Appendix I	After consulting with the Bureau, the President may suspend any member or Vice-President who acts contrary to the Rules, who attacks the integrity of the Court or whose conduct may otherwise cause harm to the Court from engaging in the work of the Court until the World Council decides whether to replace the member or Vice-President.	N/A	
Article 6: Replacement			
Article 6(1) of Appendix I	If a member or Vice-President is no longer in a position to exercise their functions, a successor is appointed by the World Council for the remainder of the term..	Article 3(5) of Appendix I	The term of office of all members, including, for the purposes of this paragraph, the President and Vice-Presidents, is three years and may be renewed once. If a member is no longer in a position to exercise the member's functions, a successor is appointed by the World Council for the remainder of the term.
Article 6(2) of Appendix I	If a vacancy of the Court could affect the work of the Court between World Council meetings, the Executive Board may appoint a Member who would serve until the next World Council meeting.	N/A	
Article 7: Court Sessions			
Article 7 of Appendix I	The Court conducts its work in Committees, Special Committees, Single-Member Committees and in plenary sessions ("**Court Sessions**"). Court Sessions may take place in person, in hybrid form or by videoconference, teleconference or other form of electronic communication.	Article 1(4)	As provided for in the Internal Rules, the Court may delegate to one or more committees composed of its members the power to take certain decisions, provided that any such decision is reported to the Court at one of its next sessions.
Article 8: Urgent Decisions			
Article 8 of Appendix I	The President may take urgent decisions on the Court's behalf, provided that such decisions are reported to the Bureau every quarter. At the President's request, in the President's absence or otherwise where the President is unable to act, one of the Vice-Presidents may exercise the same authority.	Article 1(3)	The President of the Court (the "President") shall have the power to take urgent decisions on behalf of the Court, provided that any such decision is reported to the Court at one of its next sessions. At the President's request, in the President's absence or otherwise where the President is unable to act, one of the Vice-Presidents shall have the same power.
		Article 8(2) of Appendix V	In the President's absence or otherwise at the President's request, any of the Vice-Presidents of the Court shall have the power to take decisions on behalf of the President.
Article 9: Committees			
Article 9(1) of Appendix I	The Court conducts its work in committees of three Members ("**Committees**"), except as provided in Articles 10(1), 11 and 12 of this Appendix.	Article 4(1) of Appendix I	Save as provided in Articles 5(1), 6 and 7 of this Appendix, the Court conducts its work in Committees of three members.
		Article 4(5) of Appendix II	Decisions on the constitution of Committees, Special Committees and Single-member Committees are reported to the Court at one of its next sessions.
Article 9(2) of Appendix I	Committees consist of the President or a Vice-President and two other Members.	Article 4(2) of Appendix I	Members of the Committees consist of a president and two other members.
Article 10: Special Committees			

Article 10(1) of Appendix I	The Court may conduct its work in Special Committees: a) to decide on matters under Articles 15, 16(2) and/or 16(3) of the Rules; b) to scrutinise draft awards in the presence of dissenting opinions; c) to scrutinise draft awards in cases where one or more of the parties is a state or may be considered to be a state entity or an international organisation; d) to decide on matters transferred to a Special Committee by a Committee that did not reach a decision or deemed it preferable to abstain, having made any suggestions it deemed appropriate; or e) upon request of the President.	Article 5(1) of Appendix I	The Court may conduct its work in Special Committees: a) to decide on matters under Articles 14 and 15(2) of the Rules; b) to scrutinise draft awards in the presence of dissenting opinions; c) to scrutinise draft awards in cases where one or more of the parties is a state or may be considered to be a state entity; d) to decide on matters transferred to a Special Committee by a Committee which did not reach a decision or deemed it preferable to abstain, having made any suggestions it deemed appropriate; or e) upon request of the President.
Article 10(2) of Appendix I	Special Committees consist of the President or a Vice-President and at least six other Members.	Article 5(2) of Appendix I	Members of the Special Committee consist of a president and at least six other members.
Article 11: Single-Member Committees			
Article 11 of Appendix I	The Court may conduct its work in Single-Member Committees to scrutinise draft awards under the Expedited Procedure Provisions and the Highly Expedited Arbitration Provisions.	Article 6 of Appendix I	The Court may scrutinize draft awards under the Expedited Procedure Provisions in Single-member Committees.
Article 12: Plenary of the Court			
Article 12(1) of Appendix I	The Court meets in plenary during its annual working session and whenever so convened by the President.	Article 7(1) of Appendix I	The Court meets in plenary during its annual working session. It also meets in plenary whenever so convened by the President.
Article 12(2) of Appendix I	The plenary of the Court may take any decision under Articles 9(1), 10(1) and 11 of this Appendix.	Article 7(2) of Appendix I	The plenary of the Court may take any decision under Articles 4(1), 5(1) and 6 of this Appendix.
Article 12(3) of Appendix I	The plenary of the Court consists of all Members who have accepted to attend and are in attendance.	Article 7(3) of Appendix I	Members of the plenary consist of the President, the Vice-Presidents and all Court members who have accepted to attend and are in attendance.
Article 13: Bureau			
Article 13 of Appendix I	The President, the Vice-Presidents and the Secretary General form the Bureau of the Court ("**Bureau**"). The President consults with the other Bureau members regarding the Court's policies and practices.	Article 3(2) of Appendix I	On the proposal of the President, the ICC World Council appoints the Vice-Presidents of the Court from among the members of the Court or otherwise. The President and the Vice-Presidents of the Court form the Bureau of the Court.
Article 14: Secretariat			
Article 14 of Appendix I	The Secretariat, under the direction of its Secretary General, assists the Court with its work.	Article 1(5)	The Court is assisted in its work by the Secretariat of the Court (the "Secretariat") under the direction of its Secretary General (the "Secretary General").
Article 15: Modification of the Rules of Arbitration			
Article 15 of Appendix I	At the Bureau's request, the President and the Secretary General may propose to the Executive Board any amendments to the Rules for approval, after consulting with the Commission on Arbitration and ADR ("**Commission**"). The President and the Secretary General may directly propose to the Executive Board any amendments to the Schedule of Fees.	Article 9 of Appendix I	Any proposal of the Court for a modification of the Rules is laid before the Commission on Arbitration and ADR before submission to the Executive Board of ICC for approval, provided, however, that the Court, in order to take account of developments in information technology, may propose to modify or supplement the provisions of Article 3 of the Rules or any related provisions in the Rules without laying any such proposal before the Commission.
Article 16			

Article 16 of Appendix I	The decisions of the Court shall be deemed to be made in Paris, France.	Article 10 of Appendix I	The decisions of the Court shall be deemed to be made in Paris, France.
APPENDIX II: INTERNAL RULES OF THE INTERNATIONAL COURT OF ARBITRATION			
Article 1: Access to Information Regarding the Work of the Court			
Article 1(1) of Appendix II	Only Members and the Secretariat may attend Court Sessions.	Article 1(2) of Appendix II	The sessions of the Court are open only to its members and to the Secretariat.
Article 1(2) of Appendix II	However, in exceptional circumstances, the President may invite other individuals to attend Court Sessions as observers ("**Observers**"). Such persons must respect the confidential nature of the Court's work.	Article 1(3) of Appendix II	However, in exceptional circumstances, the President of the Court may invite other persons to attend. Such persons must respect the confidential nature of the work of the Court.
Article 1(3) of Appendix II	The President determines which Observers may attend specific Court Sessions.	N/A	
Article 1(4) of Appendix II	The Secretary General determines the extent to which Members and members of the Secretariat have access to materials related to the Court's work.		
Article 1(5) of Appendix II	The documents submitted to the Court, or prepared by the Court or the Secretariat during the Court's proceedings, are communicated only to Members and members of the Secretariat.	Article 1(4) of Appendix II	The documents submitted to the Court, or drawn up by it or the Secretariat in the course of the Court's proceedings, are communicated only to the members of the Court, to the Secretariat and to persons authorized by the President to attend Court sessions.
Article 1(6) of Appendix II	If a Member or member of the Secretariat is involved in any way in proceedings pending before the Court, they must inform the Secretary General as soon as they become aware of such involvement.	Article 2(3) of Appendix II	When the President, a Vice-President or a member of the Court or of the Secretariat is involved in any capacity whatsoever in proceedings pending before the Court, such person must inform the Secretary General of the Court upon becoming aware of such involvement.
Article 1(7) of Appendix II	If a Member or Observer is involved in any way in proceedings pending before the Court, or if the Secretary General so decides for any other reason, that person must not attend the Court Session when the Court considers the matter. They must not take part in the discussions or in the Court's decisions and may not have access to any documents or information related to such proceedings.	Article 2(4) of Appendix II	Such person must be absent from the Court session whenever the matter is considered by the Court and shall not participate in the discussions or in the decisions of the Court.
Article 1(8) of Appendix II	If a member of the Secretariat is involved in any way in proceedings pending before the Court, or if the Secretary General so decides for any other reason, that person may not participate in the Court's work regarding such proceedings. This includes attending the Court Session when the Court considers the matter, having access to the discussions and the Court's decisions, participating in the overall administration of the proceedings, and receiving any documents or information about the proceedings.	Article 2(4) of Appendix II	Such person must be absent from the Court session whenever the matter is considered by the Court and shall not participate in the discussions or in the decisions of the Court.
Article 1(9) of Appendix II	The Secretary General may allow researchers undertaking work of an academic nature to review awards and other documents of general interest, but not memoranda, notes, statements and documents submitted by the parties.	Article 1(5) of Appendix II	The President or the Secretary General of the Court may authorize researchers undertaking work of an academic nature to acquaint themselves with awards and other documents of general interest, with the exception of memoranda, notes, statements and documents remitted by the parties within the framework of arbitration proceedings.

Article 1(10) of Appendix II	The Secretary General will grant this permission only if the researcher agrees to keep the documents confidential and not publish anything based on them without first submitting the text to the Secretary General for approval.	Article 1(6) of Appendix II	Such authorization shall not be given unless the beneficiary has undertaken to respect the confidential character of the documents made available and to refrain from publishing anything based upon information contained therein without having previously submitted the text for approval to the Secretary General of the Court.
Article 2: Participation of Members of the Court and the Secretariat in ICC Arbitration			
Article 2(1) of Appendix II	The President and the members of the Secretariat may not act as arbitrators or counsel in cases under the Rules.	Article 2(1) of Appendix II	The President and the members of the Secretariat of the Court may not act as arbitrators or as counsel in cases submitted to ICC Arbitration.
Article 2(2) of Appendix II	The Court may not appoint Members as arbitrators. Parties, however, may propose Members, other than the President, as arbitrators pursuant to Article 13 of the Rules or pursuant to any other procedure agreed upon by the parties, subject to confirmation.	Article 2(2) of Appendix II	The Court shall not appoint Vice-Presidents or members of the Court as arbitrators. They may, however, be proposed for such duties by one or more of the parties, or pursuant to any other procedure agreed upon by the parties, subject to confirmation.
Article 3: Constitution, Quorum and Decision-Making			
Article 3(1) of Appendix II	The President selects which Members will participate in the Committees, Special Committees and Single-Member Committees. If the President is absent or unable to act, a Vice-President makes the selection, at the request of the Secretary General.	Article 4(1) of Appendix II	The members of Committees, Special Committees and Single-member Committees are appointed by the President from among the Vice-Presidents or the other members of the Court. In the President's absence or otherwise where the President is unable to act, they are appointed by a Vice-President at the request of the Secretary General or the Deputy Secretary General of the Court.
Article 3(2) of Appendix II	Court Sessions meet whenever convened by the President.	Article 4(2) of Appendix II	Committees and Special Committees meet whenever convened by their president.
Article 3(3) of Appendix II	The President chairs the Court Sessions. However, a Vice-President may chair a Court Session either (i) at the President's request or (ii) if the President is absent or unable to act, at the Secretary General's request. In exceptional circumstances, another Member may chair a Court Session following the same procedure.	Article 4(3) of Appendix II	The President of the Court acts as the president of the Committee, the Special Committee and the plenary. A Vice-President of the Court may act as president of a Committee, Special Committee or the plenary (i) at the request of the President or (ii) in the President's absence or otherwise where the President is unable to act, at the request of the Secretary General or the Deputy Secretary General of the Court. In exceptional circumstances, another member of the Court may act as president of a Committee or Special Committee following the same procedure. In exceptional circumstances, the Court may decide not to communicate the reasons for any of the above decisions.
Article 3(4) of Appendix II	Any Member may act in a Single-Member Committee.	Article 4(4) of Appendix II	The President of the Court, a Vice-President and any Court member may act in, and convene, the Single-member Committee.
Article 3(5) of Appendix II	Deliberations are valid when: a) at least two Members are present at a Committee; and b) at least six Members, and the President or designated Vice President, are present at a Special Committee or plenary.	Article 4(6) of Appendix II	Deliberations shall be valid: At the Committee, when at least two members are present. At the Special Committee and plenary, when at least six members, and the President or designated Vice-President, are present.

Article 3(6) of Appendix II	Decisions at Committees are taken unanimously. When a Committee cannot reach a unanimous decision or determines it is preferable to abstain, it refers the case to a Special Committee, making any suggestions it deems appropriate.	Article 4(7) of Appendix II	Decisions at Committees are taken unanimously. When a Committee cannot reach a unanimous decision or deems it preferable to abstain, it transfers the case to a Special Committee, making any suggestions it deems appropriate.
Article 3(7) of Appendix II	Decisions at Special Committees and the plenary are taken by majority vote. If the votes are tied, the President or Vice-President, as the case may be, casts the deciding vote.	Article 4(8) of Appendix II	Decisions at Special Committees and the plenary are taken by majority, the President or Vice-President, as the case may be, having a casting vote in the event of a tie. Article 5. Communication of Reasons of Decisions
Article 4: Court Secretariat			
Article 4(1) of Appendix II	In the Secretary General's absence or otherwise at the Secretary General's request, the Deputy Secretary General, Managing Counsel and/or the General Counsel have the authority to take decisions or actions which the Secretary General is authorised to take under the Rules.	Article 6(1) of Appendix II	In the Secretary General's absence or otherwise at the Secretary General's request, the Deputy Secretary General and/or the General Counsel shall have the authority to refer matters to the Court, confirm arbitrators, certify true copies of awards, request the payment of a provisional advance and authorize the payment of advances in instalments, respectively provided for in Articles 6(3), 13(2), 35(2) and 37(1) of the Rules and Article 1(6) of Appendix III, as well as to take the measure provided for in Article 37(6).
Article 4(2) of Appendix II	The Secretariat may, with the Bureau's approval, issue guidance notes and other documents for the parties and arbitrators, or whenever needed for the proper conduct of the arbitral proceedings.	Article 6(2) of Appendix II	The Secretariat may, with the approval of the Court, issue notes and other documents for the information of the parties and the arbitrators, or as necessary for the proper conduct of the arbitral proceedings.
Article 4(3) of Appendix II	Offices of the Secretariat may be established outside ICC's headquarters. The Secretariat's functions under the Rules may be carried out from any of its offices, as directed by the Secretary General.	Article 6(3) of Appendix II	Offices of the Secretariat may be established outside the headquarters of ICC. The Secretariat shall keep a list of offices designated by the Secretary General. Requests for Arbitration may be submitted to the Secretariat at any of its offices, and the Secretariat's functions under the Rules may be carried out from any of its offices, as instructed by the Secretary General, Deputy Secretary General or General Counsel.
Article 5: Document Retention			
Article 5(1) of Appendix II	In each case submitted to arbitration under the Rules, the Secretariat shall retain in the Court archives all awards and decisions of the Court, as well as copies of the pertinent correspondence of the Secretariat in electronic or hard copy format, as long as necessary for: (i) the purpose of recognition and enforcement of awards; (ii) defence of legal claims; (iii) audit; (iv) the Court and the Secretariat to administer and improve their dispute resolution services for pending and future disputes pursuant to their mission; and (v) research.	Article 1(7) of Appendix II	The Secretariat will in each case submitted to arbitration under the Rules retain in the archives of the Court all awards, Terms of Reference and decisions of the Court, as well as copies of the pertinent correspondence of the Secretariat.

Article 5(2) of Appendix II	Any documents, communications or correspondence submitted by the parties or the arbitrators – in electronic or hard copy format – shall be destroyed unless: (i) they are retained to comply with any legal obligation; (ii) they are required for research purposes; (iii) they are necessary for the Court and Secretariat to administer and improve their dispute resolution services for pending and future disputes pursuant to their mission; or (iv) a party or an arbitrator requests in writing within 30 days from notification from the Secretariat of the withdrawal of the arbitration or notification of the final award or any subsequent addendum or decision to the final award or additional award the return of such documents, communications or correspondence. All related costs and expenses for the return of those documents shall be paid by such party or arbitrator.	Article 1(8) of Appendix II	Any documents, communications or correspondence submitted by the parties or the arbitrators may be destroyed unless a party or an arbitrator requests in writing within a period fixed by the Secretariat the return of such documents, communications or correspondence. All related costs and expenses for the return of those documents shall be paid by such party or arbitrator.
Article 5(3) of Appendix II	Where the Secretariat has requested a written communication by email or other electronic means under Article 3(1) of the Rules, and a party sends it in hard copy, the Secretariat may destroy the hard copy immediately after ensuring it retains an electronic copy of the communication.	N/A	
APPENDIX III: ARBITRATION FEES AND COSTS			
Article 1: Schedule of Fees			
Article 1(1) of Appendix III	After approval by the Executive Board, the Secretary General will issue a Schedule of Fees, which sets out the scales of arbitrators' fees and ICC administrative expenses.	N/A	
Article 1(2) of Appendix III	Arbitrators' fees and ICC administrative expenses are calculated according to the Schedule of Fees in force on the date of commencement of the arbitration.	Article 38(1)	The costs of the arbitration shall include the fees and expenses of the arbitrators and the ICC administrative expenses fixed by the Court, in accordance with the scales in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.
Article 1(3) of Appendix III	Payments must come directly from the parties in the case. However, ICC will accept third-party payments upon receipt of satisfactory evidence of the legal relationship between the mandated third-party payer and the party in the case.	N/A	
Article 2: Filing Fee			
Article 2 of Appendix III	Each Request and, as the case may be, each Request for Joinder must be accompanied by a filing fee in an amount set out in the Schedule of Fees. 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. In exceptional circumstances, the Secretary General may waive payment of the filing fee.	Article 1(1) of Appendix III	Each request to commence an arbitration pursuant to the Rules must be accompanied by a filing fee of US$ 5,000. Such payment is non-refundable and shall be credited to the claimant's portion of the advance on costs.
Article 3: Provisional Advance			

Article 3 of Appendix III	The provisional advance fixed by the Secretary General according to Article 40(1) of the Rules, shall normally be equal to 50 percent of the minimum fees and 50 percent of the ICC administrative expenses in the Schedule of Fees and the reimbursable expenses of the arbitral tribunal expected to be incurred until the initial CMC. If the amount in dispute is not quantified, the provisional advance shall be fixed at the Secretary General's discretion.	Article 1(2) of Appendix III	The provisional advance fixed by the Secretary General according to Article 37(1) of the Rules shall normally not exceed the amount obtained by adding together the ICC administrative expenses, the minimum of the fees (as set out in the scales hereinafter) based upon the amount of the claim and the expected reimbursable expenses of the arbitral tribunal incurred with respect to the drafting of the Terms of Reference or the holding of the case management conference. If such amount is not quantified, the provisional advance shall be fixed at the discretion of the Secretary General. Payment by the claimant shall be credited to its share of the advance on costs fixed by the Court.
Article 4: Advance on Costs			
Article 4(1) of Appendix III	The advance on costs shall be fixed in an amount likely to cover the fees and expenses of the arbitrators, the ICC administrative expenses and any other expenses incurred by ICC related to the arbitration for the claims which have been referred to it by the parties, unless any claims are made under Articles 8 or 9 of the Rules, in which case Article 40(6) of the Rules shall apply. If the amount in dispute is not quantified at the time the advance on costs is determined, the advance on costs shall be fixed at the Secretary General's discretion.	Article 37(2)	As soon as practicable, the Court shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators, the ICC administrative expenses and any other expenses incurred by ICC related to the arbitration for the claims which have been referred to it by the parties, unless any claims are made under Article 7 or which case Article 37(4) shall apply. The advance on costs fixed by the Court pursuant to this Article 37(2) shall be payable in equal shares by the claimant and the respondent.
		Article 1(4) of Appendix III	The advance on costs fixed by the Court according to Articles 37(2) or 37(4) of the Rules comprises the fees of the arbitrator or arbitrators (hereinafter referred to as "arbitrator"), any arbitration-related expenses of the arbitrator and the ICC administrative expenses.
Article 4(2) of Appendix III	In general, under Article 40(9) of the Rules, the arbitral tribunal shall proceed only with respect to those claims or counterclaims for which the full advance on costs has been paid.	Article 1(3) of Appendix III	In general, the arbitral tribunal shall, in accordance with Article 37(6) of the Rules, proceed only with respect to those claims or counterclaims in regard to which the whole of the advance on costs has been paid.
Article 4(3) of Appendix III	As provided in Article 40(7) of the Rules, the advance on costs may be subject to readjustment at any time during the arbitration. In readjusting the advance on costs, the Secretary General shall take into account changes in the amount in dispute, the arbitral tribunal's estimated expenses, the difficulty or complexity of the proceedings, and any other relevant circumstances.	Article 1(11) of Appendix III	As provided in Article 37(5) of the Rules, the advance on costs may be subject to readjustment at any time during the arbitration, in particular to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitrator, or the evolving difficulty or complexity of arbitration proceedings.
Article 4(4) of Appendix III	Before any expert appointed by the arbitral tribunal can begin work, the parties, or one of them, shall pay an advance on costs fixed by the arbitral tribunal that is sufficient to cover the expert's expected fees and expenses, as determined by the arbitral tribunal. The arbitral tribunal shall be responsible for ensuring that the parties pay these fees and expenses.	Article 1(12) of Appendix III	Before any expertise ordered by the arbitral tribunal can be commenced, the parties, or one of them, shall pay an advance on costs fixed by the arbitral tribunal sufficient to cover the expected fees and expenses of the expert as determined by the arbitral tribunal. The arbitral tribunal shall be responsible for ensuring the payment by the parties of such fees and expenses.
Article 4(5) of Appendix III	The amounts paid as advances on costs do not yield interest for the parties or the arbitral tribunal.	Article 1(13) of Appendix III	The amounts paid as advances on costs do not yield interest for the parties or the arbitrator.

Article 5: Advances on Fees to the Arbitral Tribunal			
Article 5 of Appendix III	The Secretary General may grant advances on fees to the arbitral tribunal upon request, subject to the Court's final decision on those fees.	N/A	
Article 6: Arbitral Tribunal's Fees and Expenses and ICC Administrative Expenses			
Article 6(1) of Appendix III	Subject to Article 41(2) of the Rules, the Court fixes the arbitral tribunal's fees in line with the Schedule of Fees or, where the amount in dispute is not stated, at its discretion.	Article 2(1) of Appendix III	Subject to Article 38(2) of the Rules, the Court shall fix the fees of the arbitrator in accordance with the scales hereinafter set out or, where the amount in dispute is not stated, at its discretion.
Article 6(2) of Appendix III	In fixing the arbitral tribunal's fees, the Court shall take 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, so as to arrive at a figure within the limits specified in the Schedule of Fees or, in exceptional circumstances per Article 41(2) of the Rules, at a figure higher or lower than those limits.	Article 2(2) of Appendix III	In setting the arbitrator's fees, the Court shall take into consideration the diligence and efficiency of the arbitrator, the time spent, the rapidity of the proceedings, the complexity of the dispute and the timeliness of the submission of the draft award, so as to arrive at a figure within the limits specified or, in exceptional circumstances (Article 38(2) of the Rules), at a figure higher or lower than those limits.
Article 6(3) of Appendix III	When a case is submitted to more than one arbitrator, the Court may, at its discretion, increase the total fees to an amount that normally does not exceed three times the fees of one arbitrator.	Article 2(3) of Appendix III	When a case is submitted to more than one arbitrator, the Court, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of one arbitrator.
Article 6(4) of Appendix III	Only the Court fixes the arbitral tribunal's fees. The parties and an arbitrator may not make any separate fee arrangements.	Article 2(4) of Appendix III	The arbitrator's fees and expenses shall be fixed exclusively by the Court as required by the Rules. Separate fee arrangements between the parties and the arbitrator are contrary to the Rules.
Article 6(5) of Appendix III	When fixing the fees of an arbitrator who has been replaced, the Court takes into consideration the circumstances of the replacement, the stage in the proceedings, and the work the replacement arbitrator is expected to carry out. The Court may deduct the replaced arbitrator's fees from those of the replacement arbitrator.	N/A	
Article 6(6) of Appendix III	The Court fixes the ICC administrative expenses of each arbitration in accordance with the Schedule of Fees or, where the amount in dispute is not stated, at its discretion. If the parties have agreed upon additional services, or in exceptional circumstances, the Court may fix the ICC administrative expenses at a lower or higher figure than that resulting from the Schedule of Fees, provided that such expenses normally do not exceed the maximum amount set out in the Schedule of Fees.	Article 2(5) of Appendix III	The Court shall fix the ICC administrative expenses of each arbitration in accordance with the scales hereinafter set out or, where the amount in dispute is not stated, at its discretion. Where the parties have agreed upon additional services, or in exceptional circumstances, the Court may fix the ICC administrative expenses at a lower or higher figure than that which would result from the application of such scale, provided that such expenses shall normally not exceed the maximum amount of the scale.
Article 6(7) of Appendix III	At any time during the arbitration, the Secretary General may fix a portion of the ICC administrative expenses that corresponds to services already performed by the Court and the Secretariat, which shall be deducted from the advance on costs paid by the parties.	Article 2(6) of Appendix III	At any time during the arbitration, the Court may fix as payable a portion of the ICC administrative expenses corresponding to services that have already been performed by the Court and the Secretariat.
Article 6(8) of Appendix III	The Secretary General may also require the payment of additional ICC administrative expenses beyond those set out in the Schedule of Fees as a condition for holding an arbitration in abeyance at the request of the parties, or of one of them with the non-objection of the other.	Article 2(7) of Appendix III	The Court may require the payment of administrative expenses in addition to those provided in the scale of administrative expenses as a condition for holding an arbitration in abeyance at the request of the parties or of one of them with the acquiescence of the other.

Article 6(9) of Appendix III	The Court will reimburse the parties any portion of the advance on costs paid by the parties that exceeds the costs of the arbitration fixed by the Court.	Article 2(9) of Appendix III	Any amount paid by the parties as an advance on costs exceeding the costs of the arbitration fixed by the Court shall be reimbursed to the parties having regard to the amounts paid.
Article 6(10) of Appendix III	When a party makes an application under Articles 39(2) or 39(3) of the Rules, or when a case is remitted pursuant to Article 39(5) of the Rules, the Secretary General may fix an advance to cover the arbitral tribunal's additional fees and expenses, as well as additional ICC administrative expenses. The Secretary General may also require full payment of this advance before transmitting the application to the arbitral tribunal. When approving the arbitral tribunal's decision, the Court shall fix, at its discretion, the costs of the procedure following the application or remission, including any possible fees and expenses of the arbitral tribunal and ICC administrative expenses.	Article 2(10) of Appendix III	In the case of an application under Articles 36(2) or 36(3) of the Rules, or of a remission pursuant to Article 36(5) of the Rules, the Court may fix an advance to cover additional fees and expenses of the arbitral tribunal and additional ICC administrative expenses and may make the transmission of such application to the arbitral tribunal subject to the prior cash payment in full to ICC of such advance. The Court shall fix at its discretion the costs of the procedure following an application or a remission, which shall include any possible fees of the arbitrator and ICC administrative expenses, when approving the decision of the arbitral tribunal.
Article 6(11) of Appendix III	The Secretary General may require payment of ICC administrative expenses, in addition to those listed in the Schedule of Fees, for any expenses arising from a request made pursuant to Article 38(7) of the Rules.	Article 2(11) of Appendix III	The Secretariat may require the payment of administrative expenses in addition to those provided in the scale of administrative expenses for any expenses arising in relation to a request pursuant to Article 35(5) of the Rules.
Article 6(12) of Appendix III	When an arbitration follows proceedings under the ICC Mediation Rules, ICC will credit half of the ICC administrative expenses paid for the mediation towards the ICC administrative expenses of the arbitration.	Article 2(12) of Appendix III	When an arbitration is preceded by proceedings under the ICC Mediation Rules, one half of the ICC administrative expenses paid for such proceedings shall be credited to the ICC administrative expenses of the arbitration.
Article 6(13) of Appendix III	Amounts paid to the arbitrator do not include any possible value added tax ("**VAT**") or other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such charges or taxes is a matter solely between the arbitrator and the parties.	Article 2(13) of Appendix III	Amounts paid to the arbitrator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such charges or taxes is a matter solely between the arbitrator and the parties.
Article 6(14) of Appendix III	ICC administrative expenses do not include VAT, taxes, imposts or any other charges of a similar nature. ICC administrative expenses may be increased by the amount of any applicable VAT, taxes, imposts or any charges of a similar nature at the prevailing rate. Parties must pay these charges when ICC issues a request for payment for them.	Article 2(14) of Appendix III	ICC administrative expenses do not include VAT, taxes, imposts or any other charges of a similar nature. They may be increased by the amount of VAT, taxes, imposts or any charges of a similar nature at the prevailing rate. Parties have a duty to pay any such charges pursuant to invoices issued by ICC.
Article 6(15) of Appendix III	The Secretary General may refer to the Court the matters requiring decision under this Appendix.	N/A	
Article 7: Tribunal Secretary's Fees and Expenses			
Article 7 of Appendix III	The arbitral tribunal may claim reimbursement of a tribunal secretary's reasonable and justified expenses. Otherwise, appointing a tribunal secretary shall not create any additional financial burden on the parties. Direct arrangements between the arbitral tribunal and the parties regarding the tribunal secretary's fees are prohibited.	N/A	
APPENDIX IV: EMERGENCY ARBITRATOR PROVISIONS			
Article 1: Application for Emergency Measures			

Article 1(1) of Appendix IV	A party requesting Emergency Measures pursuant to Article 31 of the Rules shall submit its Application for Emergency Measures (the "**Application**") to the Secretariat pursuant to this Appendix (the "**Emergency Arbitrator Provisions**").	Article 1(1) of Appendix V	A party wishing to have recourse to an emergency arbitrator pursuant to Article 29 of the Rules of Arbitration of ICC (the "Rules") shall submit its Application for Emergency Measures (the "Application") to the Secretariat at any of the offices specified in the Internal Rules of the Court in Appendix II to the Rules.
N/A		Article 1(2) of Appendix V	The Application shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for the emergency arbitrator, and one for the Secretariat where the party submitting the Application requests transmission thereof by delivery against receipt, registered post or courier.
Article 1(2) of Appendix IV	The Emergency Arbitrator Provisions apply only to: a) parties that are signatories to the arbitration agreement upon which the Application is based; b) their successors; or c) any party for which the President is satisfied, based on information in the Application, that an arbitration agreement binding such party may exist.	Article 29(5)	Articles 29(1)–29(4) and the Emergency Arbitrator Rules set forth in Appendix V (collectively the "Emergency Arbitrator Provisions") shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.
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 agreed to opt out of the Emergency Arbitrator Provisions; or c) the arbitration agreement on which the Application is based arises from a treaty or an investment protection law.	Article 29(6)	The Emergency Arbitrator Provisions shall not apply if: a) the arbitration agreement under the Rules was concluded before 1 January 2012; b) the parties have agreed to opt out of the Emergency Arbitrator Provisions; or c) the arbitration agreement upon which the application is based arises from a treaty.
Article 1(4) of Appendix IV	The Application may be submitted before, at the same time as, or after the Request is submitted, provided the Secretariat receives the Application before the file is transmitted to the arbitral tribunal pursuant to Article 17 of the Rules.	Article 29(1)	A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal ("Emergency Measures") may make an application for such measures pursuant to the Emergency Arbitrator Rules in Appendix V. Any such application shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 and irrespective of whether the party making the application has already submitted its Request for Arbitration.

Article 1(5) of Appendix IV	The Application shall contain the following information: a)the full name, description, address and other contact details of each party; b) the full name, address and other contact details of any person(s) representing the applicant; c) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration; d) a statement of the Emergency Measures sought; e) the reasons why the applicant needs Emergency Measures; f) any relevant agreements and, in particular, the arbitration agreement; g) any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration; h) proof of payment of the amount in the Schedule of Fees; and i) any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Secretariat by any of the parties to the emergency arbitrator proceedings prior to the making of the Application. The Application may also include any other documents or information the applicant considers appropriate or which may contribute to the efficient examination of the Application.	Article 1(3) of Appendix V	The Application shall contain the following information: a)the name in full, description, address and other contact details of each of the parties; b) the name in full, address and other contact details of any person(s) representing the applicant; c) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration; d) a statement of the Emergency Measures sought; e) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal; f) any relevant agreements and, in particular, the arbitration agreement; g) any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration; h) proof of payment of the amount referred to in Article 7(1) of this Appendix; and i) any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Secretariat by any of the parties to the emergency arbitrator proceedings prior to the making of the Application. The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.
Article 1(6) of Appendix IV	The Application shall be written in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.	Article 1(4) of Appendix V	The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
Article 1(7) of Appendix IV	If and to the extent that the President determines, based on the information in the Application, that the Emergency Arbitrator Provisions apply under Articles 1(2) and 1(3) of this Appendix, the Secretariat will transmit a copy of the Application and the documents annexed thereto to the responding party. If and to the extent that the President determines otherwise, the Secretariat will inform the parties that the emergency arbitrator proceedings will not proceed for some or all of the parties and will transmit a copy of the Application to them for their information.	Article 1(5) of Appendix V	If and to the extent that the President of the Court (the "President") considers, on the basis of the information contained in the Application, that the Emergency Arbitrator Provisions apply with reference to Article 29(5) and Article 29(6) of the Rules, the Secretariat shall transmit a copy of the Application and the documents annexed thereto to the responding party. If and to the extent that the President considers otherwise, the Secretariat shall inform the parties that the emergency arbitrator proceedings shall not take place with respect to some or all of the parties and shall transmit a copy of the Application to them for information.
Article 1(8) of Appendix IV	If the Secretariat does not receive a Request from the applicant within 10 days of receiving the Application, or within any longer period the emergency arbitrator determines is necessary, the President will terminate the emergency arbitrator proceedings.	Article 1(6) of Appendix V	The President shall terminate the emergency arbitrator proceedings if a Request for Arbitration has not been received by the Secretariat from the applicant 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 2: Appointment of the Emergency Arbitrator; Transmission of the File			

Article 2(1) of Appendix IV	The President shall appoint an emergency arbitrator within as short a time as possible, normally within 2 days from the Secretariat's receipt of the Application.	Article 2(1) of Appendix V	The President shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the Secretariat's receipt of the Application.
Article 2(2) of Appendix IV	No emergency arbitrator may be appointed after the file has been transmitted to the arbitral tribunal pursuant to Article 17 of the Rules. However, an emergency arbitrator appointed prior to that point retains the power to make an order within the time limit set in Article 6(4) of this Appendix.	Article 2(2) of Appendix V	No emergency arbitrator shall be appointed after the file has been transmitted to the arbitral tribunal pursuant to Article 16 of the Rules. An emergency arbitrator appointed prior thereto shall retain the power to make an order within the time limit permitted by Article 6(4) of this Appendix.
Article 2(3) of Appendix IV	Except as provided in Article 7 of this Appendix, the Secretariat will notify the parties as soon as the emergency arbitrator has been appointed and transmit the file to the emergency arbitrator. Thereafter, the parties shall submit all written communications directly to the emergency arbitrator with a copy to each party and the Secretariat. The emergency arbitrator shall also copy the Secretariat on all written communications to the parties.	Article 2(3) of Appendix V	Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to each other party and the Secretariat. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Secretariat.
Article 2(4) of Appendix IV	Every emergency arbitrator shall be, and remain, impartial and independent of the parties involved in the dispute.	Article 2(4) of Appendix V	Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
Article 2(5) of Appendix IV	Before the appointment, a prospective emergency arbitrator must sign a statement of acceptance, availability, impartiality and independence. The Secretariat will provide the parties with a copy of this statement.	Article 2(5) of Appendix V	Before being appointed, a prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The Secretariat shall provide a copy of such statement to the parties.
Article 2(6) of Appendix IV	An emergency arbitrator may not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.	Article 2(6) of Appendix V	An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.
Article 3: Challenge of an Emergency Arbitrator			
Article 3(1) of Appendix IV	A challenge against the emergency arbitrator must be submitted within 3 days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is after the receipt of such notification.	Article 3(1) of Appendix V	A challenge against the emergency arbitrator must be made within three days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
Article 3(2) of Appendix IV	The Court will decide the challenge after the Secretariat gives the emergency arbitrator and the other party or parties an opportunity to provide comments in writing within a suitable period of time.	Article 3(2) of Appendix V	The challenge shall be decided by the Court after the Secretariat has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.
Article 4: Place of the Emergency Arbitrator Proceedings			
Article 4(1) of Appendix IV	If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. If they have not agreed, the President shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 19(1) of the Rules.	Article 4(1) of Appendix V	If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the President shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 18(1) of the Rules.

Article 4(2) of Appendix IV	The emergency arbitrator may hold meetings in person at any location the emergency arbitrator considers appropriate or in hybrid form or by videoconference, teleconference or other form of electronic communication.	Article 4(2) of Appendix V	Any meetings with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by video conference, telephone or similar means of communication.
Article 5: Proceedings			
Article 5(1) of Appendix IV	The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings as quickly as possible, normally within 2 days of receiving the file.	Article 5(1) of Appendix V	The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within as short a time as possible, normally within two days from the transmission of the file to the emergency arbitrator pursuant to Article 2(3) of this Appendix.
Article 5(2) of Appendix IV	The emergency arbitrator may conduct the proceedings in any manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the emergency arbitrator shall act fairly and impartially and ensure each party has a reasonable opportunity to present its case.	Article 5(2) of Appendix V	The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the emergency arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
Article 6: Order			
Article 6(1) of Appendix IV	The emergency arbitrator's decision shall take the form of an order (the "**Order**").	Article 6(1) of Appendix V	Pursuant to Article 29(2) of the Rules, the emergency arbitrator's decision shall take the form of an order (the "Order").
Article 6(2) of Appendix IV	In the Order, the emergency arbitrator shall determine whether the emergency arbitrator has jurisdiction to order Emergency Measures.	Article 6(2) of Appendix V	In the Order, the emergency arbitrator shall determine whether the Application is admissible pursuant to Article 29(1) of the Rules and whether the emergency arbitrator has jurisdiction to order Emergency Measures.
Article 6(3) of Appendix IV	The Order shall be made in writing and shall state the reasons upon which it is based. The emergency arbitrator shall sign and date the Order.	Article 6(3) of Appendix V	The Order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator.
Article 6(4) of Appendix IV	The emergency arbitrator shall make the Order no later than 15 days after receiving the file. The President may extend the time limit if the emergency arbitrator submits a reasoned request or if the President decides, on the President's own initiative, that an extension is necessary.	Article 6(4) of Appendix V	The Order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator pursuant to Article 2(3) of this Appendix. The President may extend the time limit pursuant to a reasoned request from the emergency arbitrator or on the President's own initiative if the President decides it is necessary to do so.
Article 6(5) of Appendix IV	Within the time limit set pursuant to Article 6(4) of this Appendix, the emergency arbitrator shall send the Order to the parties, with a copy to the Secretariat, by any of the means of communication permitted by Article 3(4) of the Rules that the emergency arbitrator considers will ensure prompt receipt.	Article 6(5) of Appendix V	Within the time limit established pursuant to Article 6(4) of this Appendix, the emergency arbitrator shall send the Order to the parties, with a copy to the Secretariat, by any of the means of communication permitted by Article 3(2) of the Rules that the emergency arbitrator considers will ensure prompt receipt.
Article 6(6) of Appendix IV	The parties undertake to comply with any Order made by the emergency arbitrator.	Article 29(2)	The emergency arbitrator's decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.

Article 6(7) of Appendix IV	The Order ceases to be binding on the parties when any of the following occurs: a) the President terminates the emergency arbitrator proceedings pursuant to Article 1(9) of this Appendix; b) the Court accepts a challenge against the emergency arbitrator pursuant to Article 3 of this Appendix; c) the arbitral tribunal renders a final award, unless the arbitral tribunal expressly decides otherwise; or d) all claims are withdrawn or the arbitration is terminated before a final award is rendered.	Article 6(6) of Appendix V	The Order shall cease to be binding on the parties upon: a) the President's termination of the emergency arbitrator proceedings pursuant to Article 1(6) of this Appendix; b) the acceptance by the Court of a challenge against the emergency arbitrator pursuant to Article 3 of this Appendix; c) the arbitral tribunal's final award, unless the arbitral tribunal expressly decides otherwise; or d) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.
Article 6(8) of Appendix IV	The emergency arbitrator may make the Order subject to any conditions the emergency arbitrator determines appropriate, including a requirement to provide appropriate security.	Article 6(7) of Appendix V	The emergency arbitrator may make the Order subject to such conditions as the emergency arbitrator thinks fit, including requiring the provision of appropriate security.
Article 6(9) of Appendix IV	If a party submits a reasoned request before the file is transmitted to the arbitral tribunal pursuant to Article 17 of the Rules, the emergency arbitrator may modify, terminate or annul the Order.	Article 6(8) of Appendix V	Upon a reasoned request by a party made prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 of the Rules, the emergency arbitrator may modify, terminate or annul the Order.
Article 6(10) of Appendix IV	The arbitral tribunal may modify, terminate or annul the Order, or any modification the emergency arbitrator has made. The arbitral tribunal is not bound by any findings of fact, question, issue or dispute determined by the emergency arbitrator or the reasons given by the emergency arbitrator.	Article 29(3)	The emergency arbitrator's order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.
Article 6(11) of Appendix IV	The arbitral tribunal must decide any party's requests or claims related to the emergency arbitrator proceedings. This includes reallocating the costs of those proceedings and any claims arising out of or in connection with the compliance or non-compliance with the Order made by the emergency arbitrator.	Article 29(4)	The arbitral tribunal shall decide upon any party's requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.
Article 7: Preliminary Orders			
Article 7(1) 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 without notice to all other parties.	N/A	
Article 7(2) of Appendix IV	If a party submits a request for a Preliminary Order before the Application has been transmitted to the other parties, the Secretariat will transmit such request together with the Application to the emergency arbitrator prior to notifying all other parties.		
Article 7(3) of Appendix IV	The Secretariat will transmit the Application and the request for a Preliminary Order to all other parties as soon as the emergency arbitrator has decided on the Preliminary Order request.		
Article 7(4) of Appendix IV	If the Preliminary Order is granted, the emergency arbitrator must immediately afford all other parties the reasonable opportunity to present their case. The emergency arbitrator may modify the Preliminary Order.		
Article 8: Costs of the Emergency Arbitrator Proceedings			

Article 8(1) of Appendix IV	The applicant must pay the fees set out in the Schedule of Fees. Notwithstanding Article 1(7) of this Appendix, the emergency arbitrator will not be appointed, and the Application will not be notified unless the Secretariat has received the requisite payment.	Article 7(1) of Appendix V	The applicant must pay an amount of US$ 40,000, consisting of US$ 10,000 for ICC administrative expenses and US$ 30,000 for the emergency arbitrator's fees and expenses. Notwithstanding Article 1(5) of this Appendix, the Application shall not be notified until the payment of US$ 40,000 is received by the Secretariat.
Article 8(2) of Appendix IV	At any time during the emergency arbitrator proceedings, the President may decide to increase the emergency arbitrator's fees or the ICC administrative expenses taking into account, *inter alia* , the nature of the case and the nature and amount of work performed by the emergency arbitrator, the Court, and the Secretariat. If the party that submitted the Application does not pay the increased costs within the time limit fixed by the Secretariat, the Application shall be considered as withdrawn.	Article 7(2) of Appendix V	The President may, at any time during the emergency arbitrator proceedings, decide to increase the emergency arbitrator's fees or the ICC administrative expenses taking into account, inter alia, the nature of the case and the nature and amount of work performed by the emergency arbitrator, the Court, the President and the Secretariat. If the party which submitted the Application fails to pay the increased costs within the time limit fixed by the Secretariat, the Application shall be considered as withdrawn.
Article 8(3) of Appendix IV	The Order shall fix the costs of the emergency arbitrator proceedings and decide which party must pay them, or in what proportion the parties shall pay them.	Article 7(3) of Appendix V	The emergency arbitrator's Order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
Article 8(4) of Appendix IV	The costs of the emergency arbitrator proceedings include the ICC administrative expenses, the emergency arbitrator's fees and expenses and the reasonable legal and other costs the parties incurred for the emergency arbitrator proceedings.	Article 7(4) of Appendix V	The costs of the emergency arbitrator proceedings include the ICC administrative expenses, the emergency arbitrator's fees and expenses and the reasonable legal and other costs incurred by the parties for the emergency arbitrator proceedings.
Article 8(5) of Appendix IV	If the emergency arbitrator proceedings do not take place pursuant to Article 1(8) of this Appendix or are terminated before the emergency arbitrator makes an Order, the President shall determine what amount, if any, will be reimbursed to the applicant. A portion of the ICC administrative expenses specified in the Schedule of Fees is non-refundable in all cases.	Article 7(5) of Appendix V	In the event that the emergency arbitrator proceedings do not take place pursuant to Article 1(5) of this Appendix or are otherwise terminated prior to the making of an Order, the President shall determine the amount to be reimbursed to the applicant, if any. An amount of US$ 5,000 for ICC administrative expenses is non-refundable in all cases.
Article 9: Applications to National Courts			
Article 9 of Appendix IV	The Emergency Arbitrator Provisions are not intended to prevent any party from seeking interim or conservatory measures from a competent judicial authority at any time before making an application for such measures, and in appropriate circumstances thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. A party that makes such application or obtains such measures from the judicial authority must notify the Secretariat without delay.	Article 29(7)	The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat.
Article 10: General Rule			
Article 10(1) of Appendix IV	The President shall have the power to decide, at the President's discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Appendix.	Article 8(1) of Appendix V	The President shall have the power to decide, at the President's discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Appendix.

Article 10(2) of Appendix IV	In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Court, the President and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.	Article 8(3) of Appendix V	In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Court, the President and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.
APPENDIX V: EXPEDITED PROCEDURE PROVISIONS			
Article 1: Application of the Expedited Procedure Provisions			
Article 1(1) of Appendix V	Except as provided in this Appendix V, the Rules apply to an arbitration under the Expedited Procedure Provisions.	Article 1(1) of Appendix VI	Insofar as Article 30 of the Rules of Arbitration of ICC (the "Rules") and this Appendix VI do not provide otherwise, the Rules shall apply to an arbitration under the Expedited Procedure Rules.
Article 1(2) of Appendix V	The Expedited Procedure Provisions apply if: a) the amount in dispute as calculated at the time of the communication provided in Article 1(5) of this Appendix V does not exceed the amount set forth in Article 1(3) of this Appendix ("**EPP Threshold Amount**"); or b) the parties agree to apply them.	Article 30(2)	The Expedited Procedure Rules set forth in Appendix VI shall apply if: a)the amount in dispute does not exceed the limit set out in Article 1(2) of Appendix VI at the time of the communication referred to in Article 1(3) of that Appendix; or b)the parties so agree.
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. However, if an alternative fee scale applies, the EPP Threshold Amount will be the amount set out in the Schedule of Fees.	Article 1(2) of Appendix VI	The amount referred to in Article 30(2), subparagraph a) of the Rules 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.
Article 1(4) of Appendix V	The Expedited Procedure Provisions do not apply if: a) the arbitration agreement under the Rules was concluded before 1 March 2017; b) the parties have agreed to opt out of the Expedited Procedure Provisions; or c) the Court determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.	Article 30(3)	The Expedited Procedure Provisions shall not apply if: a)the arbitration agreement under the Rules was concluded before the date on which the Expedited Procedure Provisions came into force; b)the parties have agreed to opt out of the Expedited Procedure Provisions; or c)the Court, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.
Article 1(5) of Appendix V	When the Secretariat receives the Answer pursuant to Article 6 of the Rules, or upon expiry of the time limit for the Answer or at any relevant time thereafter, it will inform the parties whether the Expedited Procedure Provisions apply in the case.	Article 1(3) of Appendix VI	Upon receipt of the Answer to the Request pursuant to Article 5 of the Rules, or upon expiry of the time limit for the Answer or at any relevant time thereafter and subject to Article 30(3) of the Rules, the Secretariat will inform the parties that the Expedited Procedure Provisions shall apply in the case.

Article 1(6) of Appendix V	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 Expedited Procedure Provisions no longer apply to the case. In such case, unless the Court considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.	Article 1(4) of Appendix VI	The Court may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Procedure Provisions shall no longer apply to the case. In such case, unless the Court considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.
Article 2: Constitution of the Arbitral Tribunal			
Article 2(1) of Appendix V	Notwithstanding any contrary provision of the arbitration agreement, the Court may appoint a sole arbitrator.	Article 2(1) of Appendix VI	The Court may, notwithstanding any contrary provision of the arbitration agreement, appoint a sole arbitrator.
Article 2(2) of Appendix V	The parties may nominate the sole arbitrator within a time limit fixed by the Secretariat. If they do not do so, the Court will appoint the sole arbitrator as quickly as possible.	Article 2(2) of Appendix VI	The parties may nominate the sole arbitrator within a time limit to be fixed by the Secretariat. In the absence of such nomination, the sole arbitrator shall be appointed by the Court within as short a time as possible.
Article 3: Proceedings			
N/A		Article 3(1) of Appendix VI	Article 23 of the Rules shall not apply to an arbitration under the Expedited Procedure Rules.
Article 3(1) of Appendix V	The arbitral tribunal shall hold an initial CMC pursuant to Article 24 of the Rules no later than 15 days after receiving the file from the Secretariat. The Secretary General may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on the Secretary General's own initiative, if the Secretary General considers an extension necessary.	Article 3(3) of Appendix VI	The case management conference convened pursuant to Article 24 of the Rules shall take place no later than 15 days from the date on which the file was transmitted to the arbitral tribunal. The Court may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
Article 3(2) of Appendix V	The arbitral tribunal has discretion to adopt any procedural measures it considers appropriate. After consulting with the parties, the arbitral tribunal may decide, for example, not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).	Article 3(4) of Appendix VI	The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitral tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).
Article 3(3) of Appendix V	After consulting the parties, the arbitral tribunal may decide the dispute solely based on the documents the parties have submitted, with no hearing and no examination of witnesses or experts.	Article 3(5) of Appendix VI	The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts.
Article 4: Award			
Article 4 of Appendix V	The arbitral tribunal must render its final award within six months from the date of the initial CMC, unless the President extends the time limit pursuant to a reasoned request from the arbitral tribunal or on the President's own initiative, if the President considers an extension necessary.	Article 4(1) of Appendix VI	The time limit within which the arbitral tribunal must render its final award is six months from the date of the case management conference. The Court may extend the time limit pursuant to Article 31(2) of the Rules.
Article 5: General Rule			
Article 5 of Appendix V	In all matters concerning the expedited procedure not expressly provided for in this Appendix, the Court and the arbitral tribunal shall act in the spirit of the Rules and this Appendix.	Article 5 of Appendix VI	In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Court, the President and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.

APPENDIX VI: HIGHLY EXPEDITED ARBITRATION PROVISIONS		
Article 1: Application of the Highly Expedited Arbitration Provisions		
Article 1(1) of Appendix VI	Except as provided in this Appendix VI, the Rules apply to an arbitration under the Highly Expedited Arbitration Provisions.	N/A
Article 1(2) of Appendix VI	The Highly Expedited Arbitration Provisions shall no longer apply if, at any time during the proceedings: a) the parties agree that the Highly Expedited Arbitration Provisions shall no longer apply; or b) the Court, on its own motion or upon the request of a party or the arbitral tribunal, and after consultation with the parties and the arbitral tribunal, decides that the Highly Expedited Arbitration Provisions shall no longer apply. In such case, the Court shall decide if the arbitration shall continue under the Expedited Procedure Provisions or the Rules. Unless the Court considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.	
Article 2: Request and Statement of Claim; Answer and Statement of Defence; Counterclaim; and Reply to Counterclaim		
Article 2(1) of Appendix VI	The Request shall contain the following information, as well as the claimant's statement of claim ("**Request and Statement of Claim**"): a) the full name, description, address and other contact details of each of the parties; b) the full name, address and other contact details of any person(s) representing the claimant in the arbitration; c) a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made; d) the legal grounds supporting the claim; e) the facts supporting the claim; f) a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; g) any relevant agreements and, in particular, the arbitration agreement(s); h) where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made; i) all relevant particulars and any observations or proposals concerning the appointment of the sole arbitrator; and j) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration. The claimant shall submit with the Request and Statement of Claim any information required in Article 12(5)-12(6).	N/A
Article 2(2) of Appendix VI	To the extent possible, the Request and Statement of Claim shall be accompanied by the evidence relied upon by the claimant.	

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 an arbitration agreement binding the parties under the Highly Expedited Arbitration Provisions may exist, the Secretariat will transmit a copy of the Request and Statement of Claim and the documents annexed thereto to the respondent. If the Secretary General is not *prima facie* satisfied, based on the information in the Request and Statement of Claim, that an arbitration agreement binding the parties under the Highly Expedited Arbitration Provisions may exist, the arbitration shall continue under the Expedited Procedure Provisions or the Rules.	
Article 2(4) of Appendix VI	Within 20 days from receipt of the Request and Statement of Claim from the Secretariat, the respondent shall provide to the Secretariat: a) its full name, description, address and other contact details; b) the full name, address and other contact details of any person(s) representing the respondent in the arbitration; c) any observations or proposals concerning the appointment of the sole arbitrator, if the parties are unable to jointly nominate the sole arbitrator; d) any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration; and e) the information required by Articles 12(5)-12(6) of the Rules.	
Article 2(5) of Appendix VI	Within 30 days from receipt of the Request and Statement of Claim from the Secretariat, the respondent shall submit its Answer, which shall contain the following information, as well as its statement of defence ("**Answer and Statement of Defence**") and statement of counterclaim, if any ("**Statement of Counterclaim**"): a) its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made; b) the facts supporting the defence and any counterclaim; c) the legal grounds supporting the defence and any counterclaim; and d) its response to the relief sought and a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims.	
Article 2(6) of Appendix VI	To the extent possible, the Answer and Statement of Defence and Statement of Counterclaim, if any, shall be accompanied by the evidence relied upon by the respondent.	
Article 2(7) of Appendix VI	If a Statement of Counterclaim has been submitted by the respondent, the claimant shall within 20 days from receipt of the Statement of Counterclaim from the Secretariat, or other time determined by the arbitral tribunal if already confirmed or appointed, submit a reply to the counterclaims ("**Reply to Counterclaim**"). The Reply to Counterclaim shall include the following: a) the facts supporting the defence to any counterclaim; b) the legal grounds supporting the defence to any counterclaim; and c) relief sought.	

Article 2(8) of Appendix VI	To the extent possible, the Reply to Counterclaim, if any, shall be accompanied by the evidence relied upon by the claimant.	
Article 2(9) of Appendix VI	No extensions of the time limits in Article 2 of this Appendix shall be granted unless agreed by the parties.	
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 arbitral tribunal shall decide any question of jurisdiction or whether the claims may be determined together in that arbitration.	
Article 3: Joinder and Consolidation		
Article 3(1) of Appendix VI	Joinder of additional parties pursuant to Article 8 of the Rules is not permitted.	N/A
Article 3(2) of Appendix VI	Consolidation of two or more arbitrations pursuant to Article 11 of the Rules is not permitted.	
Article 4: Sole Arbitrator		
Article 4(1) of Appendix VI	The dispute shall be decided by a sole arbitrator.	N/A
Article 4(2) of Appendix VI	Unless the parties have jointly nominated the sole arbitrator within 20 days from the respondent's receipt of the Request and Statement of Claim, or a longer period if agreed by the parties, the Court shall directly appoint any person whom it considers suitable as the sole arbitrator.	
Article 5: Challenge to a Sole Arbitrator		
Article 5 of Appendix VI	For a challenge to be admissible, it must be submitted by a party either within 7 days from its receipt of the notification of the appointment or confirmation of the arbitrator, or within 7 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based, whichever is later.	N/A
Article 6: Conduct of the Proceedings		
Article 6(1) of Appendix VI	Within 7 days from receiving the file from the Secretariat, the arbitral tribunal shall hold an initial CMC to consult the parties on procedural measures that may be adopted and to establish the procedural timetable. The Secretary General may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on the Secretary General's own initiative, if the Secretary General decides it is necessary to do so.	N/A
Article 6(2) of Appendix VI	The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitral tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).	

Article 6(3) of Appendix VI	After consulting the parties, the arbitral tribunal may decide the dispute solely based on the documents the parties have submitted, with no hearing and no examination of witnesses or experts.	
Article 7: Award		
Article 7(1) of Appendix VI	The arbitral tribunal must render its final award within three months from the date of the initial CMC, unless the President extends the time limit pursuant to a reasoned request from the arbitral tribunal or on the President's own initiative, if the President considers an extension necessary	N/A
Article 7(2) of Appendix VI	Unless the parties agree that no reasons are to be given, the award shall state the reasons upon which it is based.	
Article 7(3) of Appendix VI	A correction by the arbitral tribunal on its own initiative pursuant to Article 39(1) of the Rules shall be submitted for approval to the Court within 21 days from notification of the award by the Secretariat pursuant to Article 38(2) of the Rules.	
Article 7(4) of Appendix VI	Any application of a party pursuant to Articles 39(2) or 39(3) of the Rules, shall be made within 14 days from receipt of the award by such party.	
Article 7(5) of Appendix VI	The time limit granted to the party or parties by the arbitral tribunal pursuant to Article 39(4) of the Rules shall not normally exceed 14 days. The time limit for the arbitral tribunal to submit its decision on the application in draft form to the Court pursuant to Article 39(4) of the Rules, shall be not later than 7 days from expiry of the time limit for the receipt of any comments from the other party or parties or within such other period as the Secretary General may decide.	
Article 8: General Rule		
Article 8 of Appendix VI	In all matters concerning the highly expedited arbitration procedure not expressly provided for in this Appendix, the Court and the arbitral tribunal shall act in the spirit of the Rules and this Appendix.	N/A
[Deleted] Appendix IV of the 2021 Rules		

N/A	Appendix IV	The following are examples of case management techniques that can be used by the arbitral tribunal and the parties for controlling time and cost. Appropriate control of time and cost is important in all cases. In cases of low complexity and low value, it is particularly important to ensure that time and costs are proportionate to what is at stake in the dispute. a) Bifurcating the proceedings or rendering 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. b) Identifying issues that can be resolved by agreement between the parties or their experts. c) Identifying issues to be decided solely on the basis of documents rather than through oral evidence or legal argument at a hearing. d) Production of documentary evidence: (i) requiring the parties to produce with their submissions the documents on which they rely; (ii) avoiding 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, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case; (iv) establishing reasonable time limits for the production of documents; (v) using a schedule of document production to facilitate the resolution