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## 2026 Arbitration Rules

In force as from 1 June 2026

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## 2014 Mediation Rules

In force as from 1 January 2014

A decorative graphic at the bottom of the page. It features a solid black vertical bar on the left side. To its right, there are several overlapping, curved shapes in blue and white, creating a dynamic, abstract pattern that resembles a stylized 'C' or a signal, similar to the ICC logo.

International Chamber of Commerce (ICC)  
33-43 avenue du Président Wilson  
75116 Paris, France

**[www.iccwbo.org](http://www.iccwbo.org)**

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This publication exists in various languages. The English version of the Rules is the original text. The latest editions of all versions are available online at **<https://iccwbo.org/dispute-resolution-services/>**

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# Arbitration Rules

## Mediation Rules

This booklet contains two distinct but complementary dispute resolution procedures offered by the International Chamber of Commerce (ICC). Arbitration under the ICC Arbitration Rules (“ICC Arbitration”) is a formal procedure leading to a binding decision from a neutral arbitral tribunal that may be enforced pursuant to both domestic arbitration laws and international treaties such as the 1958 New York Convention. Mediation under the ICC Mediation Rules (“ICC Mediation”) is a flexible procedure aimed at achieving a negotiated settlement with the help of a neutral facilitator.

Each set of Rules defines a structured, institutional framework intended to ensure transparency, efficiency and fairness in the dispute resolution process while allowing parties to choose many aspects of the procedure. The two sets of Rules are published together in this booklet in response to the demand for a holistic approach to dispute resolution.

The International Court of Arbitration administers ICC Arbitration, and the International Centre for ADR administers ICC Mediation. These are the only bodies empowered to administer proceedings under their respective Rules, thereby affording parties the benefit of the experience, expertise and professionalism of a leading international dispute resolution provider.

Drafted by dispute resolution specialists and parties representing a wide range of legal traditions, cultures and professions, these Rules provide a modern framework for resolving disputes and respond to the current needs of international trade. At the same time, they remain faithful to the essential features of ICC dispute resolution, in particular its suitability for a wide range of disputes, across all sectors, in any part of the world in proceedings conducted in any language and subject to any law.

### **ICC Arbitration**

These 2026 Arbitration Rules are effective as of 1 June 2026. The 2026 amendments aim to enhance efficiency and clarity of practice, while ensuring that ICC Arbitration continues to meet the evolving needs of users worldwide and reflect developments of arbitral practice. The revisions introduce new procedures and enhance existing provisions to streamline proceedings and support effective case management, while preserving the flexibility that characterises ICC Arbitration.

Updates simplifying case milestones include reinforcing the key role of the initial case management conference and removing the requirement to establish Terms of Reference, while maintaining the option to establish them as a useful case management tool. Adjustments to the process for fixing of the time limit for the final award provide greater predictability to parties.

Amendments also reinforce transparency and integrity in the arbitral process. These include enhanced disclosure obligations, notably through requirements for parties to provide information on relevant entities and the express confirmation that any doubt of the arbitrators as to whether to make a disclosure should be resolved in favour of disclosure.

The new Highly Expedited Arbitration Provisions, which apply upon the parties' agreement and irrespective of the amount in dispute, enable the resolution of disputes within three months of the initial case management conference. The Rules increase the threshold for the Expedited Procedure Provisions to US\$ 4,000,000, recognising the efficiencies such procedures have brought since their introduction in 2017.

The Rules further provide for an early determination process, recognising this procedure as a useful procedural tool for the swift disposal of certain disputes.

The Rules refine the Emergency Arbitrator Provisions, adapting the conditions of application to current practice and expressly recognising the availability of preliminary orders.

The fees and scales applicable to the arbitration are contained in the Schedule of Fees.

Further guidance on the Rules will be provided in guidance notes published on the ICC website. Together, these amendments reinforce ICC's commitment to efficient and transparent arbitration.

### **ICC Mediation**

The Mediation Rules, in force from 2014, reflect modern practice and set clear parameters for the conduct of proceedings, while recognising and maintaining the need for flexibility. Like the ADR Rules, which they replace, they can be used for conducting other procedures or combinations of procedures that are similarly aimed at an amicable settlement of the dispute, such as conciliation or neutral evaluation.

Parties wishing to have recourse to ICC Arbitration, Mediation, or both, are encouraged to include an appropriate dispute resolution clause in their agreements. For this purpose, each set of Rules is followed by model clauses, together with guidance on their use and how they may be adjusted to particular needs and circumstances. The recommended clauses include multi-tiered clauses providing for a combination of techniques as well as clauses contemplating a single technique.

Both the Rules and the Model Clauses are available for use by parties and for the convenience of users have been translated into several languages available at **<https://iccwbo.org/dispute-resolution-services/>**

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# Arbitration Rules

Rules of Arbitration of the  
International Chamber of Commerce  
In force as from 1 June 2026

# 2026

## **ARTICLE 1**

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### **Scope of Application**

- a) 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”).
- b) 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.
- c) The Rules include the Appendices to the Rules and the Schedule of Fees.

## **ARTICLE 2**

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### **Definitions**

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 3**

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### **Written Communications**

- 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.

- 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.
- 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.
- 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.
- 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 4**

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### **Time Limits**

- 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.

- 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.
- 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 5**

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### **Request for Arbitration**

- 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.
- 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.
- 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.

- 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.
- 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 6**

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### **Answer to the Request; Counterclaims**

- 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.

- 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.
- 3 The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.
- 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.

- 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 7**

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### **Effect of the Arbitration Agreement**

- 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).
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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 8**

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### **Joinder of Additional Parties**

- 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.
- 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.

- 3 The party submitting the Request for Joinder shall pay the filing fee set out in the Schedule of Fees.
- 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.
- 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.

ICC Arbitration Rules  
**MULTIPLE PARTIES, MULTIPLE CONTRACTS AND  
CONSOLIDATION**

- 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 decision as to its jurisdiction with respect to that party.

## **ARTICLE 9**

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### **Claims Between Multiple Parties**

- 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.
- 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).
- 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 10**

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### **Multiple Contracts**

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 11**

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### **Consolidation of Arbitrations**

- 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.
- 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.
- 3 When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

## **ARTICLE 12**

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### **General Provisions**

- 1 Every arbitrator shall be and remain impartial and independent of the parties involved in the arbitration.
- 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.
- 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.
- 4 A disclosure does not, by itself, establish a lack of independence or impartiality.
- 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.
- 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.

- 7 The Court's decisions on the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
- 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.
- 9 By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.
- 10 Unless the parties agree otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 13 and 14.

## **ARTICLE 13**

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### **Constitution of the Arbitral Tribunal**

#### **Number of Arbitrators**

- 1 Disputes shall be decided by a sole arbitrator or by three arbitrators.
- 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.

#### **Sole Arbitrator**

- 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.

#### **Three Arbitrators**

- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 14**

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### **Appointment and Confirmation of the Arbitrators**

- 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.
- 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.
- 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.
- 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.

- 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.
- 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 15**

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### **Challenge of Arbitrators**

- 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.
- 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.
- 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 16**

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### **Replacement of Arbitrators**

- 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.
- 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.
- 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.
- 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.
- 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 17**

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### **Transmission of the File to the Arbitral Tribunal**

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**

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### **Party Representation**

- 1 Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation.
- 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.
- 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**

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### **Place of the Arbitration**

- 1 If the parties have not agreed on the place of arbitration, the Court shall fix it.
- 2 The arbitral tribunal may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless the parties agree otherwise.
- 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 20**

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### **Rules Governing the Proceedings**

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 21**

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### **Language of the Arbitration**

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 22**

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### **Applicable Rules of Law**

- 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.
- 2 The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and any relevant trade usages.
- 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**

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### **Conduct of the Arbitration**

- 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.

- 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.
- 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.
- 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.
- 5 The parties undertake to comply with any order made by the arbitral tribunal.

## **ARTICLE 24**

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### **Case Management Conference; Procedural Timetable**

- 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.
- 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.
- 3 To ensure continued effective case management, the arbitral tribunal, after consulting the parties, may adopt further procedural measures or modify the procedural timetable.
- 4 The arbitral tribunal may conduct further CMCs, as it may deem appropriate to facilitate the efficient conduct of the proceeding.

- 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 25**

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### **New Claims**

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 26**

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### **Establishing the Facts of the Case**

- 1 The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
- 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.
- 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.
- 4 At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.
- 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**

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### **Hearings**

- 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.
- 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.
- 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.
- 4 The parties may represent themselves or be represented by duly authorised representatives. Advisers may also assist the parties.

## **ARTICLE 28**

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### **Closing of the Proceedings and Date for Submission of Draft Awards**

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 29**

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### **Conservatory and Interim Measures**

- 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.
- 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 30**

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### **Early Determination**

- 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.
- 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**

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### **Emergency Arbitrator**

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 32**

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### **Expedited Procedure**

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 33**

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### **Highly Expedited Arbitration**

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.

## **ARTICLE 34**

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### **Time Limit for the Final Award**

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 35**

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### **Making of the Award**

- 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.
- 2 The award shall state the reasons upon which it is based.
- 3 The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

## **ARTICLE 36**

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### **Award by Consent**

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 37**

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### **Scrutiny of the Award by the Court**

- 1 Before signing any award, the arbitral tribunal shall submit a draft of the award to the Court.
- 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.

- 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 38**

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#### **Signature, Notification, Deposit and Enforceability of the Award**

- 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.
- 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.
- 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.
- 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.
- 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.
- 6 The Secretariat shall keep an original of each award made in accordance with the Rules, either in hard copy or electronically.
- 7 The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.

## **ARTICLE 39**

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### **Correction and Interpretation of the Award; Additional Award; Remission of Awards**

- 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).
- 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.
- 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.
- 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.
- 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 40**

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### **Advance to Cover the Costs of the Arbitration**

- 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.
- 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.
- 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.
- 4 The Secretary General may authorise the payment of advances on costs, or any party's share thereof, in instalments.
- 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.
- 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.
- 7 The advance on costs fixed by the Secretary General may be readjusted at any time during the arbitration.
- 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.

- 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.
- 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.
- 11 The Secretary General may refer to the Court the matters requiring decision under Articles 40(2) and 40(4)-40(7).

## **ARTICLE 41**

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### **Decision on the Costs of the Arbitration**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 42**

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### **Waiver**

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**

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### **Reasons for Court Decisions**

- 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.
- 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 44**

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### **Tribunal Secretary**

- 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.
- 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**

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### **Limitation of Liability**

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**

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### **General Rule**

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 47**

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### **Governing Law and Settlement of Disputes**

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**

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### **Original Text**

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.

## **ARTICLE 1**

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### **Function and Independence**

- 1 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.
- 2 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.
- 3 As an autonomous body, the Court carries out these functions in complete independence from ICC and its organs.
- 4 The Court draws up its own internal rules, which are set forth in Appendix II.
- 5 Members of the Court, as defined in Article 3 of this Appendix I, are independent from the ICC National Committees and Groups.

## **ARTICLE 2**

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### **Confidentiality**

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 3**

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### **Composition of the Court**

The Court consists of a President, Vice-Presidents, and members (collectively, "Members").

**ARTICLE 4**

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**Appointment**

- 1 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.
- 2 The World Council appoints the Vice-Presidents based on the President’s proposal.
- 3 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.
- 4 The World Council may also appoint members proposed by the President, based on the President’s reasoned request.
- 5 The term of office of Members is three years and may be renewed once.
- 6 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 5**

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**Suspension**

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.

## **ARTICLE 6**

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### **Replacement**

- 1 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.
- 2 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.

## **ARTICLE 7**

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### **Court Sessions**

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 8**

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### **Urgent Decisions**

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 9**

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### **Committees**

- 1 The Court conducts its work in committees of three Members (“Committees”), except as provided in Articles 10(1), 11 and 12 of this Appendix.
- 2 Committees consist of the President or a Vice-President and two other Members.

## **ARTICLE 10**

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### **Special Committees**

- 1 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.
- 2 Special Committees consist of the President or a Vice-President and at least six other Members.

## **ARTICLE 11**

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### **Single-Member Committees**

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 12**

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### **Plenary of the Court**

- 1 The Court meets in plenary during its annual working session and whenever so convened by the President.
- 2 The plenary of the Court may take any decision under Articles 9(1), 10(1) and 11 of this Appendix.
- 3 The plenary of the Court consists of all Members who have accepted to attend and are in attendance.

## **ARTICLE 13**

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### **Bureau**

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 14**

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### **Secretariat**

The Secretariat, under the direction of its Secretary General, assists the Court with its work.

## **ARTICLE 15**

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### **Modification of the Rules of Arbitration**

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 16**

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The decisions of the Court shall be deemed to be made in Paris, France.

## **ARTICLE 1**

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### **Access to Information Regarding the Work of the Court**

- 1 Only Members and the Secretariat may attend Court Sessions.
- 2 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.
- 3 The President determines which Observers may attend specific Court Sessions.
- 4 The Secretary General determines the extent to which Members and members of the Secretariat have access to materials related to the Court’s work.
- 5 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.
- 6 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.
- 7 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.
- 8 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.

- 9 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.
- 10 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 2**

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### **Participation of Members of the Court and the Secretariat in ICC Arbitration**

- 1 The President and the members of the Secretariat may not act as arbitrators or counsel in cases under the Rules.
- 2 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 3**

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### **Constitution, Quorum and Decision-Making**

- 1 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.
- 2 Court Sessions meet whenever convened by the President.
- 3 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.
- 4 Any Member may act in a Single-Member Committee.

ICC Arbitration Rules  
**APPENDIX II - INTERNAL RULES OF THE INTERNATIONAL  
COURT OF ARBITRATION**

- 5 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.
- 6 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.
- 7 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**

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##### **Court Secretariat**

- 1 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.
- 2 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.
- 3 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 5**

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### **Document Retention**

- 1 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.
- 2 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.
- 3 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.

## **ARTICLE 1**

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### **Schedule of Fees**

- 1 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.
- 2 Arbitrators' fees and ICC administrative expenses are calculated according to the Schedule of Fees in force on the date of commencement of the arbitration.
- 3 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.

## **ARTICLE 2**

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### **Filing Fee**

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 3**

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### **Provisional Advance**

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 4**

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**Advance on Costs**

- 1 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.
- 2 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.
- 3 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.
- 4 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.
- 5 The amounts paid as advances on costs do not yield interest for the parties or the arbitral tribunal.

**ARTICLE 5**

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**Advances on Fees to the Arbitral Tribunal**

The Secretary General may grant advances on fees to the arbitral tribunal upon request, subject to the Court's final decision on those fees.

## **ARTICLE 6**

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### **Arbitral Tribunal's Fees and Expenses and ICC Administrative Expenses**

- 1 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.
- 2 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.
- 3 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.
- 4 Only the Court fixes the arbitral tribunal's fees. The parties and an arbitrator may not make any separate fee arrangements.
- 5 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.
- 6 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.

- 7 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.
- 8 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.
- 9 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.
- 10 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.
- 11 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.
- 12 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.
- 13 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.

- 14 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.
- 15 The Secretary General may refer to the Court the matters requiring decision under this Appendix.

## **ARTICLE 7**

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### **Tribunal Secretary's Fees and Expenses**

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.

**ARTICLE 1**

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**Application for Emergency Measures**

- 1 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”).
- 2 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.
- 3 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.
- 4 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.
- 5 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.

- 6 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.
- 7 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.
- 8 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 2**

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**Appointment of the Emergency Arbitrator; Transmission of the File**

- 1 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.
- 2 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.
- 3 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.
- 4 Every emergency arbitrator shall be, and remain, impartial and independent of the parties involved in the dispute.
- 5 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.
- 6 An emergency arbitrator may not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.

**ARTICLE 3**

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**Challenge of an Emergency Arbitrator**

- 1 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.

- 2 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 4**

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##### **Place of the Emergency Arbitrator Proceedings**

- 1 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.
- 2 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 5**

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##### **Proceedings**

- 1 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.
- 2 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 6**

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##### **Order**

- 1 The emergency arbitrator's decision shall take the form of an order (the "Order").
- 2 In the Order, the emergency arbitrator shall determine whether the emergency arbitrator has jurisdiction to order Emergency Measures.

- 3 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.
- 4 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.
- 5 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.
- 6 The parties undertake to comply with any Order made by the emergency arbitrator.
- 7 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(8) 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.
- 8 The emergency arbitrator may make the Order subject to any conditions the emergency arbitrator determines appropriate, including a requirement to provide appropriate security.
- 9 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.
- 10 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.

- 11 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 7**

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### **Preliminary Orders**

- 1 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.
- 2 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.
- 3 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.
- 4 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**

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### **Costs of the Emergency Arbitrator Proceedings**

- 1 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.

- 2 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.
- 3 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.
- 4 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.
- 5 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 9**

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### **Applications to National Courts**

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 10**

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**General Rule**

- 1 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.
- 2 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 1**

---

**Application of the Expedited Procedure Provisions**

- 1 Except as provided in this Appendix V, the Rules apply to an arbitration under the Expedited Procedure Provisions.
- 2 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.
- 3 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.

- 4 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.
- 5 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.

- 6 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 2**

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### **Constitution of the Arbitral Tribunal**

- 1 Notwithstanding any contrary provision of the arbitration agreement, the Court may appoint a sole arbitrator.
- 2 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 3**

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### **Proceedings**

- 1 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.
- 2 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).
- 3 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 4**

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### **Award**

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 5**

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### **General Rule**

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 1**

---

**Application of the Highly Expedited Arbitration Provisions**

- 1 Except as provided in this Appendix VI, the Rules apply to an arbitration under the Highly Expedited Arbitration Provisions.
- 2 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**

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**Request and Statement of Claim; Answer and Statement of Defence; Counterclaim; and Reply to Counterclaim**

- 1 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 Articles 12(5)-12(6).

- 2 To the extent possible, the Request and Statement of Claim shall be accompanied by the evidence relied upon by the claimant.
- 3 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.

- 4 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.
- 5 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.
- 6 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.

- 7 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.
- 8 To the extent possible, the Reply to Counterclaim, if any, shall be accompanied by the evidence relied upon by the claimant.
- 9 No extensions of the time limits in Article 2 of this Appendix shall be granted unless agreed by the parties.
- 10 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**

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#### **Joinder and Consolidation**

- 1 Joinder of additional parties pursuant to Article 8 of the Rules is not permitted.
- 2 Consolidation of two or more arbitrations pursuant to Article 11 of the Rules is not permitted.

**ARTICLE 4**

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**Sole Arbitrator**

- 1 The dispute shall be decided by a sole arbitrator.
- 2 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**

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**Challenge to a Sole Arbitrator**

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.

**ARTICLE 6**

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**Conduct of the Proceedings**

- 1 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.
- 2 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).
- 3 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**

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### **Award**

- 1 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.
- 2 Unless the parties agree that no reasons are to be given, the award shall state the reasons upon which it is based.
- 3 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.
- 4 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.
- 5 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 no 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**

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### **General Rule**

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.

# Schedule of Fees

## Part I. Applicable Currency

### ARTICLE 1

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When fixing amounts pursuant to or provided in the Rules, the applicable currency shall be the United States Dollar (US\$) for all arbitrations, unless the Secretary General assigns the arbitration to the Secretariat's office in São Paulo pursuant to the Note on the functioning of the Brazilian office of the Secretariat of the Court ("SCIAB Note"), in which case the currency shall be the Brazilian Real (BRL).

### ARTICLE 2

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Where applying the currency provided in Article 1 may be prohibited by law or where ICC so exceptionally decides, ICC may apply another currency.

### ARTICLE 3

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Where another currency applies pursuant to Article 2, any amount fixed pursuant to or provided in the Rules shall be read as the equivalent value of the currency that would have been applied in Article 1 and calculated based on the date of commencement of the arbitration.

## **Part II. Cases Administered in US\$**

### **ARTICLE 1**

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#### **Applicable Scales**

- 1 The scales of administrative expenses and arbitrator's fees set forth in Article 5 of this Part II shall be effective as of 1 June 2026 to all arbitrations commencing as of that date, irrespective of the version of the Rules applying to such arbitrations.
- 2 The scales of administrative expenses and arbitrator's fees under the Expedited Procedure Provisions and Highly Expedited Arbitration Provisions set forth in Article 6 of this Part II shall be effective as of 1 June 2026 to all arbitrations administered pursuant to Appendices V and VI to the Rules and commencing as of that date, irrespective of the version of the Rules applying to such arbitrations.
- 3 The ICC administrative expenses and arbitrator's fees are calculated progressively by applying the relevant percentage to each successive tranche of the amount in dispute, as set out in Articles 5 and 6 of this Part II, and adding the resulting amounts together. Where the amount in dispute exceeds US\$ 515,000,000, a flat amount of US\$ 180,000 will apply for the ICC administrative expenses.

### **ARTICLE 2**

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#### **Filing Fee**

The filing fee required by Articles 5(4) and 8(3) of the Rules shall be US\$ 5,000.

### **ARTICLE 3**

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#### **Fees of the Emergency Arbitrator Proceedings**

- 1 The fees for Emergency Arbitrator Proceedings pursuant to Article 8(1) of Appendix IV to the Rules shall be US\$ 50,000, consisting of US\$ 12,500 for ICC administrative expenses and US\$ 37,500 for the emergency arbitrator's fees and expenses.
- 2 The non-refundable portion of the ICC administrative expenses pursuant to Article 8(5) of Appendix IV to the Rules shall be US\$ 5,000.

## Schedule of Fees

**ARTICLE 4****Bank Guarantee Threshold Amount**

The Threshold Amount referred to in Article 40(8)(a) of the Rules shall be US\$ 500,000.

**ARTICLE 5****Scales of Administrative Expenses and Arbitrator's Fees****1 Administrative Expenses (in US Dollars)**

Amount in dispute (in US Dollars)	Administrative expenses
up to 50,000	US\$ 5,000
from 50,001 to 100,000	1.4535%
from 100,001 to 200,000	2.5840%
from 200,001 to 500,000	2.1375%
from 500,001 to 1,000,000	1.5390%
from 1,000,001 to 2,000,000	0.7486%
from 2,000,001 to 5,000,000	0.4370%
from 5,000,001 to 30,000,000	0.2500%
from 30,000,001 to 50,000,000	0.0900%
from 50,000,001 to 80,000,000	0.0100%
from 80,000,001 to 515,000,000	0.0123%
over 515,000,000	US\$ 180,000

**2 Arbitrator's Fees (in US Dollars)**

Amount in dispute (in US Dollars)	Fees minimum	Fees maximum
up to 50,000	US\$ 3,000	18.0200%
from 50,001 to 100,000	2.6500%	13.5680%
from 100,001 to 200,000	1.4310%	7.6850%
from 200,001 to 500,000	1.3670%	6.8370%
from 500,001 to 1,000,000	0.9540%	4.0280%
from 1,000,001 to 2,000,000	0.6890%	3.6040%
from 2,000,001 to 5,000,000	0.3750%	1.3910%
from 5,000,001 to 10,000,000	0.1280%	0.9100%
from 10,000,001 to 30,000,000	0.0640%	0.2410%
from 30,000,001 to 50,000,000	0.0590%	0.2280%
from 50,000,001 to 80,000,000	0.0330%	0.1570%
from 80,000,001 to 100,000,000	0.0210%	0.1150%
from 100,000,001 to 500,000,000	0.0110%	0.0580%
over 500,000,000	0.0100%	0.0400%

**ARTICLE 6****Scales of Administrative Expenses and Arbitrator's Fees – Expedited Procedure Provisions and Highly Expedited Arbitration Provisions****1 Administrative Expenses (in US Dollars)**

<b>Amount in dispute (in US Dollars)</b>	<b>Administrative expenses</b>
up to 50,000	US\$ 5,000
from 50,001 to 100,000	1.4535%
from 100,001 to 200,000	2.5840%
from 200,001 to 500,000	2.1375%
from 500,001 to 1,000,000	1.5390%
from 1,000,001 to 2,000,000	0.7486%
from 2,000,001 to 5,000,000	0.4370%
from 5,000,001 to 30,000,000	0.2500%
from 30,000,001 to 50,000,000	0.0900%
from 50,000,001 to 80,000,000	0.0100%
from 80,000,001 to 515,000,000	0.0123%
over 515,000,000	US\$ 180,000

**2 Arbitrator's Fees (in US Dollars)**

<b>Amount in dispute (in US Dollars)</b>	<b>Fees minimum</b>	<b>Fees maximum</b>
up to 50,000	US\$ 2,400	14.4160%
from 50,001 to 100,000	2.1200%	10.8544%
from 100,001 to 200,000	1.1448%	6.1480%
from 200,001 to 500,000	1.0936%	5.4696%
from 500,001 to 1,000,000	0.7632%	3.2224%
from 1,000,001 to 2,000,000	0.5512%	2.8832%
from 2,000,001 to 5,000,000	0.3000%	1.1128%
from 5,000,001 to 10,000,000	0.1024%	0.7280%
from 10,000,001 to 30,000,000	0.0512%	0.1928%
from 30,000,001 to 50,000,000	0.0472%	0.1824%
from 50,000,001 to 80,000,000	0.0264%	0.1256%
from 80,000,001 to 100,000,000	0.0168%	0.0920%
from 100,000,001 to 500,000,000	0.0088%	0.0464%
over 500,000,000	0.0080%	0.0320%

## **Part III. Cases Administered in BRL**

### **ARTICLE 1**

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#### **Applicable scales**

- 1 The scales of administrative expenses and arbitrator's fees set forth in Article 6 of this Part III shall be effective as of 1 January 2025 to all arbitrations commencing as of that date, irrespective of the version of the Rules applying to such arbitrations.
- 2 The scales of administrative expenses and arbitrator's fees set forth in Article 7 of this Part III shall be effective for Expedited Procedure Provisions as of 1 January 2025 and for Highly Expedited Arbitration Provisions as of 1 June 2026 to all arbitrations administered pursuant to Appendices V and VI to the Rules and commencing as of that date, irrespective of the version of the Rules applying to such arbitrations.
- 3 The ICC administrative expenses and arbitrator's fees are calculated progressively by applying the relevant percentage to each successive tranche of the amount in dispute, as set out in Articles 6 and 7 of this Part III, and adding the resulting amounts together. Where the amount in dispute exceeds BRL 2,500,000,000, a flat amount of BRL 750,000 will apply to the ICC administrative expenses.

### **ARTICLE 2**

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#### **Filing Fee**

The filing fee required by Articles 5(4) and 8(3) of the Rules shall be BRL 25,000.

## **ARTICLE 3**

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### **Threshold Amount – Expedited Procedure Provisions**

The EPP Threshold Amount pursuant to Article 1(3) of Appendix V to the Rules is:

- a) BRL 6,400,000 if the arbitration agreement under the Rules was concluded on or after 1 March 2017 and before 1 January 2021; or
- b) BRL 9,600,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2021 and before 1 June 2026; or
- c) BRL 12,800,000 if the arbitration agreement under the Rules was concluded on or after 1 June 2026.

## **ARTICLE 4**

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### **Fees of the Emergency Arbitrator Proceedings**

- 1 The fees for Emergency Arbitrator Proceedings pursuant to Art 8(1) of Appendix IV to the Rules shall be BRL 200,000, consisting of BRL 50,000 for ICC administrative expenses and BRL 150,000 for the emergency arbitrator's fees and expenses.
- 2 The non-refundable portion of the ICC administrative expenses pursuant to Article 8(5) of Appendix IV to the Rules shall be BRL 25,000.

## **ARTICLE 5**

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### **Bank Guarantee Threshold Amount**

Where the posting of a Bank Guarantee is possible, the Threshold Amount referred to in Article 40(a) of the Rules shall be BRL 2,500,000.

## Schedule of Fees

**ARTICLE 6****Scales of Administrative Expenses and Arbitrator's Fees****1 Administrative Expenses (in BRL)**

Amount in dispute (in BRL)	Administrative expenses
up to 250,000	BRL 25,000
from 250,001 to 500,000	1.9125%
from 500,001 to 1,000,000	4.2500%
from 1,000,001 to 2,500,000	3.5156%
from 2,500,001 to 5,000,000	2.5313%
from 5,000,001 to 10,000,000	1.2313%
from 10,000,001 to 25,000,000	0.4600%
from 25,000,001 to 50,000,000	0.2500%
from 50,000,001 to 150,000,000	0.1000%
from 150,000,001 to 250,000,000	0.0900%
from 250,000,001 to 400,000,000	0.0100%
from 400,000,001 to 2,500,000,000	0.0123%
over 2,500,000,000	BRL 750,000

**2 Arbitrator's Fees (in BRL)**

Amount in dispute (in BRL)	Fees minimum	Fees maximum
up to 250,000	BRL 15,000	18.0200%
from 250,001 to 500,000	2.6500%	13.5680%
from 500,001 to 1,000,000	1.4310%	7.6850%
from 1,000,001 to 2,500,000	1.3670%	6.8370%
from 2,500,001 to 5,000,000	0.9540%	4.0280%
from 5,000,001 to 10,000,000	0.6890%	3.6040%
from 10,000,001 to 25,000,000	0.3750%	1.3910%
from 25,000,001 to 50,000,000	0.0832%	0.5915%
from 50,000,001 to 150,000,000	0.0416%	0.1567%
from 150,000,001 to 250,000,000	0.0384%	0.1482%
from 250,000,001 to 400,000,000	0.0215%	0.1021%
From 400,000,001 to 500,000,000	0.0137%	0.0748%
from 500,000,001 to 2,500,000,000	0.0072%	0.0377%
Over 2,500,000,000	0.0065%	0.026%

**ARTICLE 7****Scales of Administrative Expenses and Arbitrator's Fees – Expedited Procedure Provisions and Highly Expedited Arbitration Provisions****1 Administrative Expenses (in BRL)**

Amount in dispute (in BRL)	Administrative expenses
up to 250,000	BRL 25,000
from 250,001 to 500,000	1.9125%
from 500,001 to 1,000,000	4.2500%
from 1,000,001 to 2,500,000	3.5156%
from 2,500,001 to 5,000,000	2.5313%
from 5,000,001 to 10,000,000	1.2313%
from 10,000,001 to 25,000,000	0.4600%
from 25,000,001 to 50,000,000	0.2500%
from 50,000,001 to 150,000,000	0.1000%
from 150,000,001 to 250,000,000	0.0900%
from 250,000,001 to 400,000,000	0.0100%
from 400,000,001 to 2,500,000,000	0.0123%
over 2,500,000,000	BRL 750,000

**2 Arbitrator's Fees (in BRL)**

Amount in dispute (in BRL)	Fees minimum	Fees maximum
up to 250,000	BRL 12,000	10.0912%
from 250,001 to 500,000	1.484%	7.5981%
from 500,001 to 1,000,000	0.8014%	4.3036%
from 1,000,001 to 2,500,000	0.7655%	3.8287%
from 2,500,001 to 5,000,000	0.5342%	2.2557%
from 5,000,001 to 10,000,000	0.3858%	2.0182%
from 10,000,001 to 25,000,000	0.21%	0.779%
from 25,000,001 to 50,000,000	0.0717%	0.5096%
from 50,000,001 to 150,000,000	0.0358%	0.135%
from 150,000,001 to 250,000,000	0.033%	0.1277%
from 250,000,001 to 400,000,000	0.0185%	0.0879%
from 400,000,001 to 500,000,000	0.0118%	0.0644%
from 500,000,001 to 2,500,000,000	0.0062%	0.0325%
Over 2,500,000,000	0.0056%	0.0224%

## Arbitration Clauses

It is recommended that parties wishing to make reference to ICC Arbitration in their contracts use the standard clause below.

### Standard ICC Arbitration Clause

*All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.*

Parties are free to adapt the clause to their particular circumstances. For instance, they may wish to stipulate the number of arbitrators, given that the ICC Arbitration Rules contain a presumption in favour of a sole arbitrator. Also, it may be desirable for them to stipulate the place and language of the arbitration and the law applicable to the merits. The ICC Arbitration Rules do not limit the parties' free choice of the place and language of the arbitration or the law governing the contract.

When adapting the clause, care must be taken to avoid any risk of ambiguity. Unclear wording in the clause will cause uncertainty and delay and can hinder or even compromise the dispute resolution process.

Parties should also take account of any factors that may affect the enforceability of the clause under applicable law. These include any mandatory requirements that may exist at the place of arbitration and the expected place or places of enforcement.

### ICC Arbitration Without Emergency Arbitrator

If the parties wish to exclude any recourse to the Emergency Arbitrator Provisions, they must expressly opt out by adding the following wording to the clause above:

*The Emergency Arbitrator Provisions shall not apply.*

### Expedited Arbitration

The ICC Arbitration Rules provide for use of an expedited procedure in lower-value cases. If parties wish to exclude the application of the Expedited Procedure Provisions, they must expressly opt out by adding the following wording to the clause above:

*The Expedited Procedure Provisions shall not apply.*

Parties wishing to avail themselves of the expedited procedure in higher-value cases should expressly opt in by adding the following wording to the clause above:

*The parties agree, pursuant to Article 1(2)(b) of Appendix V to the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Provisions shall apply irrespective of the amount in dispute.*

If parties wish the ceiling for the application of the Expedited Procedure Provisions to be higher than that specified in the Provisions, the following wording should be added to the clause above:

*The parties agree, pursuant to Article 1(2)(b) of Appendix V to the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Provisions shall apply, provided the amount in dispute does not exceed US\$ [specify amount] at the time of the communication referred to in Article 1(5) of the Expedited Procedure Provisions.*

### **Highly Expedited Arbitration**

The ICC Arbitration Rules provide for a highly expedited arbitration procedure for parties looking for a simplified procedure that would allow an award to be made within three months of the initial case management conference, regardless of the amount in dispute. Agreeing on key procedural aspects, such as the place and language of the arbitration in the arbitration agreement, would avoid delays resulting in these aspects being subject to a subsequent agreement by the parties, or to a decision by the ICC Court or arbitral tribunal, once a dispute has arisen. All parties must agree to the procedure by using the following wording:

*All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce.*

*The parties agree, pursuant to Article 33 of the Rules, that the Highly Expedited Arbitration Provisions shall apply.*

*The place of arbitration shall be [specify city and country].  
The language of arbitration shall be [specify language].*

### **Standard ICC Arbitration Clause Without Publication of Awards**

*All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published.*

### **Multi-Tiered Clauses**

ICC Arbitration may be used as the forum for final determination of a dispute following an attempt at settlement by other means such as mediation. Parties wishing to include in their contracts a tiered dispute resolution clause combining ICC Arbitration with ICC Mediation should refer to the standard clauses relating to the ICC Mediation Rules (see pages 99-102).

Other combinations of services are also possible. For instance, arbitration may be used as a fallback to expertise or dispute boards. Also, parties who resort to ICC Arbitration may wish to provide for recourse to the ICC International Centre for ADR for the proposal of an expert if an expert opinion is required in the course of the arbitration.

Standard clauses for these and other combinations of services are available in several languages at <https://iccwbo.org/dispute-resolution-services/>



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# Mediation Rules

**Rules of Mediation of the  
International Chamber of Commerce**

**In force as from 1 January 2014**

# 2014

## ARTICLE 1

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### Introductory Provisions

- 1 The Mediation Rules (the “Rules”) of the International Chamber of Commerce (the “ICC”) are administered by the ICC International Centre for ADR (the “Centre”), which is a separate administrative body within the ICC.
- 2 The Rules provide for the appointment of a neutral third party (the “Mediator”) to assist the parties in settling their dispute.
- 3 Mediation shall be used under the Rules unless, prior to the confirmation or appointment of the Mediator or with the agreement of the Mediator, the parties agree upon a different settlement procedure or a combination of settlement procedures. The term “mediation” as used in the Rules shall be deemed to cover such settlement procedure or procedures and the term “Mediator” shall be deemed to cover the neutral who conducts such settlement procedure or procedures. Whatever settlement procedure is used, the term “Proceedings” as used in the Rules refers to the process beginning with its commencement and ending with its termination pursuant to the Rules.
- 4 All of the parties may agree to modify any of the provisions of the Rules, provided, however, that the Centre may decide not to administer the Proceedings if, in its discretion, it considers that any such modification is not in the spirit of the Rules. At any time after the confirmation or appointment of the Mediator, any agreement to modify the provisions of the Rules shall also be subject to the approval of the Mediator.
- 5 The Centre is the only body authorized to administer Proceedings under the Rules.

## ARTICLE 2

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### Commencement Where there is an Agreement to Refer to the Rules

- 1 Where there is an agreement between the parties to refer their dispute to the Rules, any party or parties wishing to commence mediation pursuant to the Rules shall file a written Request for Mediation (the “Request”) with the Centre. The Request shall include:
  - a) the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and of any person(s) representing the parties in the Proceedings;
  - b) a description of the dispute including, if possible, an assessment of its value;
  - c) any agreement to use a settlement procedure other than mediation, or, in the absence thereof, any proposal for such other settlement procedure that the party filing the Request may wish to make;
  - d) any agreement as to time limits for conducting the mediation, or, in the absence thereof, any proposal with respect thereto;
  - e) any agreement as to the language(s) of the mediation, or, in the absence thereof, any proposal as to such language(s);
  - f) any agreement as to the location of any physical meetings, or, in the absence thereof, any proposal as to such location;
  - g) any joint nomination by all of the parties of a Mediator or any agreement of all of the parties as to the attributes of a Mediator to be appointed by the Centre where no joint nomination has been made, or, in the absence of any such agreement, any proposal as to the attributes of a Mediator;
  - h) a copy of any written agreement under which the Request is made.

- 2 Together with the Request, the party or parties filing the Request shall pay the filing fee required by the Appendix hereto in force on the date the Request is filed.
- 3 The party or parties filing the Request shall simultaneously send a copy of the Request to all other parties, unless the Request has been filed jointly by all parties.
- 4 The Centre shall acknowledge receipt of the Request and of the filing fee in writing to the parties.
- 5 Where there is an agreement to refer to the Rules, the date on which the Request is received by the Centre shall, for all purposes, be deemed to be the date of the commencement of the Proceedings.
- 6 Where the parties have agreed that a time limit for settling the dispute pursuant to the Rules shall start running from the filing of a Request, such filing, for the exclusive purpose of determining the starting point of the time limit, shall be deemed to have been made on the date the Centre acknowledges receipt of the Request or of the filing fee, whichever is later.

### **ARTICLE 3**

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#### **Commencement Where there is No Prior Agreement to Refer to the Rules**

- 1 In the absence of an agreement of the parties to refer their dispute to the Rules, any party that wishes to propose referring the dispute to the Rules to another party may do so by sending a written Request to the Centre containing the information specified in Article 2(1), subparagraphs a)-g). Upon receipt of such Request, the Centre will inform all other parties of the proposal and may assist the parties in considering the proposal.
- 2 Together with the Request, the party or parties filing the Request shall pay the filing fee required by the Appendix hereto in force on the date the Request is filed.
- 3 Where the parties reach an agreement to refer their dispute to the Rules, the Proceedings shall commence on the date on which the Centre sends written confirmation to the parties that such an agreement has been reached.

- 4 Where the parties do not reach an agreement to refer their dispute to the Rules within 15 days from the date of the receipt of the Request by the Centre or within such additional time as may be reasonably determined by the Centre, the Proceedings shall not commence.

#### **ARTICLE 4**

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##### **Place and Language(s) of the Mediation**

- 1 In the absence of an agreement of the parties, the Centre may determine the location of any physical meeting of the Mediator and the parties or may invite the Mediator to do so after the Mediator has been confirmed or appointed.
- 2 In the absence of an agreement of the parties, the Centre may determine the language(s) in which the mediation shall be conducted or may invite the Mediator to do so after the Mediator has been confirmed or appointed.

#### **ARTICLE 5**

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##### **Selection of the Mediator**

- 1 The parties may jointly nominate a Mediator for confirmation by the Centre.
- 2 In the absence of a joint nomination of a Mediator by the parties, the Centre shall, after consulting the parties, either appoint a Mediator or propose a list of Mediators to the parties. All of the parties may jointly nominate a Mediator from the said list for confirmation by the Centre, failing which the Centre shall appoint a Mediator.
- 3 Before appointment or confirmation, a prospective Mediator shall sign a statement of acceptance, availability, impartiality and independence. The prospective Mediator shall disclose in writing to the Centre any facts or circumstances which might be of such a nature as to call into question the Mediator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the Mediator's impartiality. The Centre shall provide such information to the parties in writing and shall fix a time limit for any comments from them.

- 4 When confirming or appointing a Mediator, the Centre shall consider the prospective Mediator's attributes, including but not limited to nationality, language skills, training, qualifications and experience, and the prospective Mediator's availability and ability to conduct the mediation in accordance with the Rules.
- 5 Where the Centre appoints a Mediator, it shall do so either on the basis of a proposal by an ICC National Committee or Group, or otherwise. The Centre shall make all reasonable efforts to appoint a Mediator having the attributes, if any, which have been agreed upon by all of the parties. If any party objects to the Mediator appointed by the Centre and notifies the Centre and all other parties in writing, stating the reasons for such objection, within 15 days of receipt of notification of the appointment, the Centre shall appoint another Mediator.
- 6 Upon agreement of all of the parties, the parties may nominate more than one Mediator or request the Centre to appoint more than one Mediator, in accordance with the provisions of the Rules. In appropriate circumstances, the Centre may propose to the parties that there be more than one Mediator.

### **ARTICLE 6**

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#### **Fees and Costs**

- 1 The party or parties filing a Request shall include with the Request the non-refundable filing fee required by Article 2(2) or Article 3(2) of the Rules, as set out in the Appendix hereto. No Request shall be processed unless accompanied by the filing fee.
- 2 Following the receipt of a Request pursuant to Article 3, the Centre may request that the party filing the Request pay a deposit to cover the administrative expenses of the Centre.
- 3 Following the commencement of the Proceedings, the Centre shall request the parties to pay one or more deposits to cover the administrative expenses of the Centre and the fees and expenses of the Mediator, as set out in the Appendix hereto.
- 4 The Centre may stay or terminate the Proceedings under the Rules if any requested deposit is not paid.

- 5 Upon termination of the Proceedings, the Centre shall fix the total costs of the Proceedings and shall, as the case may be, reimburse the parties for any excess payment or bill the parties for any balance required pursuant to the Rules.
- 6 With respect to Proceedings that have commenced under the Rules, all deposits requested and costs fixed shall be borne in equal shares by the parties, unless they agree otherwise in writing. However, any party shall be free to pay the unpaid balance of such deposits and costs should another party fail to pay its share.
- 7 A party's other expenditure shall remain the responsibility of that party, unless otherwise agreed by the parties.

## **ARTICLE 7**

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### **Conduct of the Mediation**

- 1 The Mediator and the parties shall promptly discuss the manner in which the mediation shall be conducted.
- 2 After such discussion, the Mediator shall promptly provide the parties with a written note informing them of the manner in which the mediation shall be conducted. Each party, by agreeing to refer a dispute to the Rules, agrees to participate in the Proceedings at least until receipt of such note from the Mediator or earlier termination of the Proceedings pursuant to Article 8(1) of the Rules.
- 3 In establishing and conducting the mediation, the Mediator shall be guided by the wishes of the parties and shall treat them with fairness and impartiality.
- 4 Each party shall act in good faith throughout the mediation.

## ARTICLE 8

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### Termination of the Proceedings

- 1 Proceedings which have been commenced pursuant to the Rules shall terminate upon written confirmation of termination by the Centre to the parties after the occurrence of the earliest of:
  - a) the signing by the parties of a settlement agreement;
  - b) the notification in writing made to the Mediator by any party, at any time after it has received the Mediator's note referred to in Article 7(2), that such party has decided no longer to pursue the mediation;
  - c) the notification in writing by the Mediator to the parties that the mediation has been completed;
  - d) the notification in writing by the Mediator to the parties that, in the Mediator's opinion, the mediation will not resolve the dispute between the parties;
  - e) the notification in writing by the Centre to the parties that any time limit set for the Proceedings, including any extension thereof, has expired;
  - f) the notification in writing by the Centre to the parties, not less than seven days after the due date for any payment by one or more parties pursuant to the Rules, that such payment has not been made; or
  - g) the notification in writing by the Centre to the parties that, in the judgment of the Centre, there has been a failure to nominate a Mediator or that it has not been reasonably possible to appoint a Mediator.
- 2 The Mediator shall promptly notify the Centre of the signing of a settlement agreement by the parties or of any notification given to or by the Mediator pursuant to Article 8(1), subparagraphs b)–d), and shall provide the Centre with a copy of any such notification.

## ARTICLE 9

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### Confidentiality

- 1 In the absence of any agreement of the parties to the contrary and unless prohibited by applicable law:
  - a) the Proceedings, but not the fact that they are taking place, have taken place or will take place, are private and confidential;
  - b) any settlement agreement between the parties shall be kept confidential, except that a party shall have the right to disclose it to the extent that such disclosure is required by applicable law or necessary for purposes of its implementation or enforcement.
- 2 Unless required to do so by applicable law and in the absence of any agreement of the parties to the contrary, a party shall not in any manner produce as evidence in any judicial, arbitral or similar proceedings:
  - a) any documents, statements or communications which are submitted by another party or by the Mediator in or for the Proceedings, unless they can be obtained independently by the party seeking to produce them in the judicial, arbitral or similar proceedings;
  - b) any views expressed or suggestions made by any party within the Proceedings with regard to the dispute or the possible settlement of the dispute;
  - c) any admissions made by another party within the Proceedings;
  - d) any views or proposals put forward by the Mediator within the Proceedings; or
  - e) the fact that any party indicated within the Proceedings that it was ready to accept a proposal for a settlement.

## ARTICLE 10

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### General Provisions

- 1 Where, prior to the date of the entry into force of the Rules, the parties have agreed to refer their dispute to the ICC ADR Rules, they shall be deemed to have referred their dispute to the ICC Mediation Rules, unless any of the parties objects thereto, in which case the ICC ADR Rules shall apply.
- 2 Unless all of the parties have agreed otherwise in writing or unless prohibited by applicable law, the parties may commence or continue any judicial, arbitral or similar proceedings in respect of the dispute, notwithstanding the Proceedings under the Rules.
- 3 Unless all of the parties agree otherwise in writing, a Mediator shall not act nor shall have acted in any judicial, arbitral or similar proceedings relating to the dispute which is or was the subject of the Proceedings under the Rules, whether as a judge, an arbitrator, an expert or a representative or advisor of a party.
- 4 Unless required by applicable law or unless all of the parties and the Mediator agree otherwise in writing, the Mediator shall not give testimony in any judicial, arbitral or similar proceedings concerning any aspect of the Proceedings under the Rules.
- 5 The Mediator, the Centre, the ICC and its employees, 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 Proceedings, except to the extent such limitation of liability is prohibited by applicable law.
- 6 In all matters not expressly provided for in the Rules, the Centre and the Mediator shall act in the spirit of the Rules.

## **ARTICLE 1**

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### **Filing Fee**

Each Request pursuant to the Rules must be accompanied by a filing fee of US\$ 3,000. The filing fee is non-refundable and shall be credited towards the deposit of the party or parties having filed the Request.

## **ARTICLE 2**

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### **Administrative Expenses**

- 1 The administrative expenses of the ICC for the proceedings shall be fixed at the Centre's discretion depending on the tasks carried out by the Centre and shall normally not exceed the following:

US\$ 5,000	for amounts in dispute up to and including US\$ 200,000
US\$ 10,000	for amounts in dispute between US\$ 200,001 and US\$ 2,000,000
US\$ 15,000	for amounts in dispute between US\$ 2,000,001 and US\$ 10,000,000
US\$ 20,000	for amounts in dispute between US\$ 10,000,001 and US\$ 50,000,000
US\$ 25,000	for amounts in dispute between US\$ 50,000,001 and US\$ 100,000,000
US\$ 30,000	for amounts in dispute over US\$ 100,000,000

- 2 Where the amount in dispute is not stated, the administrative expenses may be fixed by the Centre at its discretion, taking into account all the circumstances of the case, including indications regarding the value of the dispute, but they shall normally not exceed US\$ 20,000.
- 3 In exceptional circumstances, the Centre may fix the administrative expenses at a higher figure than that which would result from the application of the above scale, provided that the Centre shall inform the parties of such possibility beforehand and shall normally not exceed the maximum amount for administrative expenses foreseen in the scale.

- 4 The Centre may require the payment of administrative expenses in addition to those provided in the scale described in Article 2(1) of this Appendix as a condition for holding the proceedings in abeyance at the request of the parties or of one of them with the acquiescence of the other. Such abeyance fee shall normally not exceed US\$ 1,000 per party per year.

### **ARTICLE 3**

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#### **Mediator's Fees and Expenses**

- 1 Unless otherwise agreed by the parties and the Mediator, the fees of the Mediator shall be calculated on the basis of the time reasonably spent by the Mediator in the proceedings. These fees shall be based on an hourly rate fixed by the Centre when appointing or confirming the Mediator and after having consulted the Mediator and the parties. The hourly rate shall be reasonable in amount and shall be determined in light of the complexity of the dispute and any other relevant circumstances.
- 2 If agreed by the parties and the Mediator, the Centre may fix the Mediator's fees on the basis of a single fixed fee for the whole proceedings, rather than an hourly rate. The single fixed fee shall be reasonable in amount and shall be determined in light of the complexity of the dispute, the amount of work that the parties and the Mediator anticipate will be required of the Mediator, and any other relevant circumstances. The Centre, at its discretion, may increase or decrease the amount of the single fixed fee based upon a reasoned request of a party or the Mediator. Prior to increasing or decreasing the single fixed fee, the Centre shall invite observations from all parties and the Mediator.
- 3 The amount of reasonable expenses of the Mediator shall be fixed by the Centre.
- 4 The Mediator's fees and expenses shall be fixed exclusively by the Centre as required by the Rules. Separate fee arrangements between the parties and the Mediator are not permitted by the Rules.

## **ARTICLE 4**

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### **Prior ICC Arbitration**

When a mediation is preceded by the submission of a request for arbitration pursuant to the ICC Rules of Arbitration concerning the same parties and the same or parts of the same dispute, the filing fee paid for such arbitration proceedings shall be credited to the administrative expenses of the mediation, if the total administrative expenses paid with respect to the arbitration exceed US\$ 7,500.

## **ARTICLE 5**

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### **Currency, VAT and Scope**

- 1 All amounts fixed by the Centre or pursuant to any Appendix to the Rules are payable in US\$ except where prohibited by law, in which case the ICC may apply a different scale and fee arrangement in another currency.
- 2 Amounts paid to the Mediator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Mediator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Mediator and the parties.
- 3 Any ICC administrative expenses may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.
- 4 The above provisions on the costs of proceedings shall be effective as of 1 January 2018 in respect of all proceedings commenced on or after such date under the present Rules or the ICC ADR Rules.

## **ARTICLE 6**

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### **ICC as Appointing Authority**

Any request received for an authority of the ICC to appoint a Mediator will be treated in accordance with the ICC Rules for the Appointment of Experts and Neutrals and shall be accompanied by a non-refundable filing fee of US\$ 3,000 per Mediator. No request shall be processed unless accompanied by the said filing fee. For additional services, the ICC may at its discretion fix ICC administrative expenses, which shall be commensurate with the services provided and shall normally not exceed the maximum amount of US\$ 10,000.

## Mediation Clauses

Parties wishing to use proceedings under the ICC Mediation Rules should consider choosing one of the clauses below, which cover different situations and needs. Parties are free to adapt the chosen clause to their particular circumstances. For instance, they may wish to specify the use of a settlement procedure other than mediation. Further, they may wish to stipulate the language and place of any mediation and/or arbitration proceedings.

The notes below each clause are intended to help parties select the clause that best meets their specific requirements.

At all times, care must be taken to avoid any risk of ambiguity in the drafting of the clause. Unclear wording causes uncertainty and delay and can hinder or even compromise the dispute resolution process.

When incorporating any of these clauses in their contracts, parties are advised to take account of any factors that may affect their enforceability under applicable law.

### **Clause A: Option to Use the ICC Mediation Rules**

*The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the ICC Mediation Rules.*

**Notes:** By including this clause, the parties acknowledge that proceedings under the ICC Mediation Rules are available to them at any time. This clause does not commit the parties to do anything, but the presence of the clause is designed to remind them of the possibility of using mediation or some other settlement procedure at any time. In addition, it can provide a basis for one party to propose mediation to the other party. One or more parties may also ask the ICC International Centre for ADR for its assistance in this process.

### **Clause B: Obligation to Consider the ICC Mediation Rules**

*In the event of any dispute arising out of or in connection with the present contract, the parties agree in the first instance to discuss and consider referring the dispute to the ICC Mediation Rules.*

**Notes:** This clause goes a step further than Clause A and requires the parties, when a dispute arises, to discuss and consider together referring the dispute to proceedings under the ICC Mediation Rules. One or more parties may ask the ICC International Centre for ADR for its assistance in this process.

This clause may be appropriate where the parties do not wish to commit to referring a dispute to proceedings under the Rules at the outset but prefer to retain flexibility as to whether to use mediation to try and settle a dispute.

### **Clause C: Obligation to Refer Dispute to the ICC Mediation Rules While Permitting Parallel Arbitration Proceedings if Required**

*(x) In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any party from commencing arbitration in accordance with sub-clause y below.*

*(y) All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.*

**Notes:** This clause creates an obligation to refer a dispute to proceedings under the ICC Mediation Rules. It is designed to ensure that when a dispute arises, the parties will attempt to settle the dispute using proceedings under the Rules.

The clause also makes it clear that the parties do not need to conclude the proceedings under the ICC Mediation Rules, or wait for an agreed period of time, before commencing arbitration proceedings. This is also the default position under Article 10(2) of the Rules.

The clause provides for ICC Arbitration as the forum for final determination of the dispute. If desired, the clause can be adapted to provide instead for a different form of arbitration, or for judicial or other similar proceedings.

**Clause D: Obligation to Refer Dispute to the ICC Mediation Rules, Followed by Arbitration if Required**

*In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within [45] days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.*

**Notes:** Like Clause C, this clause creates an obligation to refer a dispute to proceedings under the ICC Mediation Rules.

Unlike Clause C, this clause provides that arbitration proceedings may not be commenced until an agreed period has elapsed following the filing of a Request for Mediation. The lapse of time suggested in the model clause is 45 days, but parties should select a period that they consider to be appropriate for the contract in question.

Clause D changes the default position under Article 10(2) of the ICC Mediation Rules allowing judicial, arbitral or similar proceedings to be commenced in parallel with proceedings under the ICC Mediation Rules.

Like Clause C, Clause D provides for ICC Arbitration as the forum for final determination of the dispute. If desired, the clause can be adapted to provide instead for a different form of arbitration, or for judicial or other similar proceedings.

### Specific Issues Concerning the Emergency Arbitrator Provisions

The parties should determine whether they wish to have recourse to the Emergency Arbitrator Provisions under Clauses C and D.

#### Clauses C and D

If the parties wish to exclude any recourse to the Emergency Arbitrator Provisions, the following wording should be added to Clause C or D as applicable:

*The Emergency Arbitrator Provisions shall not apply.*

#### Clause D

- 1 If the parties wish to have recourse to the Emergency Arbitrator Provisions, and want that recourse expressly to be available prior to expiry of the 45-day or other agreed period following filing of the Request for Mediation, the following wording should be added to Clause D:

*The requirement to wait [45] days, or any other agreed period, following the filing of a Request for Mediation, before referring a dispute to arbitration shall not prevent the parties from making an application, prior to expiry of those [45] days or other agreed period, for Emergency Measures under the Emergency Arbitrator Provisions in the Rules of Arbitration of the International Chamber of Commerce.*

- 2 If the parties wish to have recourse to the Emergency Arbitrator Provisions, but only after expiry of the 45-day or other agreed period following filing of the Request for Mediation, the following wording should be added to Clause D:

*The parties shall not have the right to make an application for Emergency Measures under the Emergency Arbitrator Provisions in the Rules of Arbitration of the International Chamber of Commerce prior to expiry of the [45] days or other agreed period following the filing of a Request for Mediation.*

For further information on drafting clauses providing for ICC Arbitration, see pages 81-83 above.



**ICC International Court of Arbitration®**

[www.iccarbitration.org](http://www.iccarbitration.org)

[arb@iccwbo.org](mailto:arb@iccwbo.org)

T +33 (0)149 53 29 05

F +33 (0)186 26 67 43

**ICC International Centre for ADR**

[www.iccadr.org](http://www.iccadr.org)

[mediation@iccwbo.org](mailto:mediation@iccwbo.org)

T +33 (0)149 53 29 03

F +33 (0)186 26 67 49