

1 June 2026

NOTE ON THE FUNCTIONING OF THE BRAZILIAN OFFICE OF THE SECRETARIAT OF THE COURT (“SCIAB NOTE”)

This SCIAB Note is intended to provide parties and arbitral tribunals with information regarding the functioning of the Brazilian office of the Secretariat of the International Court of Arbitration (“Court”) of the International Chamber of Commerce (“ICC”) under the ICC Rules of Arbitration.

I - General Information

1. The Secretariat of the International Court of Arbitration of the International Chamber of Commerce (“Secretariat”) has an office in the City of São Paulo – SP, Brazil (“Brazilian Office of the ICC” or “SCIAB”), pursuant to Article 4(3) Appendix II of the 2026 ICC Rules of Arbitration (“Rules”).
2. An arbitration case shall be administered by the Brazilian Office of the ICC when it is appropriate in light of the circumstances of the case and (i) all parties are of Brazilian nationality; or (ii) the parties have expressly agreed to it, subject to the Secretary General’s approval, or (iii) the Secretary General so decides at his discretion. The three situations are hereafter referred to as “Brazilian Arbitrations”.
3. The SCIAB Note is intended to clarify specific aspects related to the administration of Brazilian Arbitrations under the Rules. For all matters not dealt with in this note or to complement this note, the parties shall refer to the Note to Parties and Arbitral Tribunals on the Conduct of ICC Arbitration (“Note”).

II - Filing fee, provisional advance and advance on costs

4. Unless decided otherwise by the Secretariat, the filing fee, provisional advance, advance on costs and any additional advance on costs for arbitrations administered by the Brazilian office of the ICC will be fixed in Brazilian Reais (“Reais”) in accordance with the Schedule of Fees in force at the moment of the filing of the Request for Arbitration.
5. The Brazilian Office of the ICC will act as depositary of the amounts anticipated in relation to provisional advance and advance on costs related to the arbitration, which unless decided otherwise by the Secretariat, shall be deposited on a bank account in Brazil.

6. In the same letter in which the Secretariat acknowledges the receipt of the Request, the Secretariat will send a Payment Request of BRL 25 000 (net amount of taxes) (Schedule of Fees) to Claimant related to the filing fee (Article 2 of Appendix III of the Rules). This Payment Request will indicate the banking instructions for payments in Reais in a bank account in Brazil. Such payment is non-refundable and shall be credited to the Claimant's portion of the advance on costs.
7. Arbitrations that may fall within the scope of paragraph 2 of this SCIAB Note should refrain from making any payment to the ICC until instructed by the Secretariat to do so.
8. The provisional advance fixed by the Secretary General according to Article 40(1) of the Rules shall normally not exceed the amount obtained by adding together roughly about 50% of the ICC administrative expenses, 50% of the minimum of the fees (as set out in the Schedule of Fees), which vary according to the amount of the claim and is intended to cover the costs of the arbitration until the initial CMC. If the amount in dispute is not quantified, the provisional advance shall be fixed at the discretion of the Secretary General. Payment by the claimant shall be credited to its share of the advance on costs fixed by the Secretary General upon the transmission of the file to the arbitral tribunal.
9. The advance on costs fixed by the Secretary General according to Article 40 of the Rules comprises only the fees of the arbitrator or arbitrators, any arbitration-related expenses of the arbitrator, any other expenses incurred by ICC related to the arbitration and the ICC administrative expenses.
10. The provisional advance and advance on costs shall be considered as an advance and not a payment for accounting and tax purposes.

III - Emergency Arbitrator Proceedings

11. Pursuant to Article 31 of the Rules and Appendix IV, a party that needs urgent interim measures ("Emergency Measures") which cannot await the constitution of an arbitral tribunal may make an application to the Secretariat. Whenever the case falls under paragraph 2 (i) or (ii) above, the following shall apply.
12. Pursuant to Article 8 of Appendix IV of the Rules, the Applicant must pay the fees set out in the Schedule of Fees. For cases administrated at the Brazilian Office of the ICC, this amount has to be paid in Reais, on a bank account in Brazil, which will be informed to the parties upon the filing of the application.
13. The Applicant shall inform the Secretariat as soon as possible and preferably before submitting the Application, for confirmation of the banking instructions for payment of the Emergency Arbitrator's proceeding costs. If the Application precedes the Request for Arbitration, parties should send an email to: emergencyarbitrator@iccwbo.org. If the Application is related to an ongoing arbitration, parties should contact the ICC case management team to which the arbitration has been assigned.

IV - Expedited Procedure Provisions - EPP

14. Pursuant to Article 1(2) and (3) of Appendix V of the Rules, the EPP Threshold Amount for Expedited Procedures administered by the Brazilian Office of the ICC is:
- a) BRL 6 400 000 (i.e., 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) BRL 9 600 000 (i.e., US\$ 3,000,000) if the arbitration agreement under the Rules was concluded on or after 1 January 2021 and 1 June 2026; or
 - c) BRL 12 800 000 (i.e., US\$ 4,000,000) if the arbitration agreement under the Rules was concluded on or after 1 June 2026.

V - Arbitrators' fees and expenses

15. As indicated in paragraph 4 above, the advance on costs of the arbitration for Brazilian Arbitrations will be fixed in Reais in accordance with the Schedule of Fees. In this sense, the arbitrators' fees and expenses shall be paid in Reais and are subject to fluctuation of the exchange rate of the Real at the moment of payment, in case the arbitrator is domiciled in a foreign country.
16. In cases in which an arbitrator requests that the payment of his or her fees be made at a personal account, the parties shall be responsible for bearing the respective social security charges, as well as any other costs involved.
17. Costs and taxes (i.e., ISS, PIS/COFINS, IOF, among others) related to payments (arbitrators' fees and expenses) of an arbitrator who is domiciled in a foreign country, will be considered as expenses of the arbitration for the purpose of fixing the advance on costs and the costs of the arbitration.
18. If an arbitrator domiciled in Brazil requests that his or her fees be paid on a foreign account, said arbitrator will bear all costs and taxes (i.e., ISS, PIS/COFINS, IOF, among others) related to his/her payments and expenses.
19. Arbitrators render services directly to the parties. In this regard, arbitrators shall be responsible for issuing invoices to the parties regarding the services rendered in the arbitration (arbitrators' fees), in the amount of their fees, as per SCIAB's instructions.
20. In cases where arbitrators (arbitration service providers) are established in a municipality other than the one in which the parties (service takers) are established, and if the latter municipality requires the registration of providers from other municipalities in order to avoid withholding the ISS by the parties, the arbitrators shall register with the Departments of Finance of the municipalities (CPOM) in which the parties are located prior to the issuance of the invoice for the services provided. In this sense, after the confirmation/appointment of the arbitrator, SCIAB will request the arbitrator the information regarding such registration (CPOM), assuming that the lack of such registration may lead to the retention of ISS by the borrowers of the services located there.

21. Should any of the parties nominate an arbitrator who is domiciled in a foreign country, the parties grant to SCIAB a special mandate to represent them before any and all Financial Institution for the purposes of closing foreign exchange and remittance of arbitration fees to the arbitrators residing abroad.
22. Parties have the duty to pay all the taxes, imposts or any other charges of a similar nature related to arbitrator's fees at the prevailing rate. Moreover, Parties are exclusively responsible for the compliance with tax obligations pursuant to the applicable legislation. Any reimbursements that could apply during the arbitration related to those payments depend on the proof that the taxes were duly paid and will be restricted to taxes, not encompassing any additional charges, such as any interest or penalties applied due to the noncompliance with tax obligations by Parties.

VI - ICC administrative expenses

23. SCIAB shall be responsible to issue invoices to the parties regarding the services effectively rendered for the administration of the arbitration (ICC administrative expenses), according to the guidance and stages provided in paragraph 35 of Part II of the Note.
24. ICC administrative expenses do not include taxes, imposts or any other charges of a similar nature, nor any interest or penalties arising from noncompliance by the Parties with tax obligations. They may be increased by the amount of taxes, imposts or any charges of a similar nature at the prevailing rate. Parties have a duty to pay any such charges pursuant to invoices issued by SCIAB and must bear any additional costs that may apply in case of late payment, including those arising from the Parties' noncompliance with tax obligations before Brazilian authorities.

VII - *Per diem* allowance

25. The *per diem* that will be paid to the arbitrators acting in arbitrations administered by the Brazilian office of the ICC are the following:
 - a) If the arbitrator is not required to use overnight hotel accommodation, the flat-rate *per diem* allowance is BRL 2 000; or
 - b) If the arbitrator is required to use overnight hotel accommodation, the flat-rate *per diem* allowance is BRL 6 000.
26. The arbitrators' fees shall be paid in Reais and are subject to fluctuation of the exchange rate of the Real at the moment of the payment, in case of the arbitrator is domiciled in a foreign country.
27. The general aspects of paragraphs 45-50 of Part II of the Note apply to the *per diem* that will be paid to the arbitrators acting in arbitrations administered by the Brazilian office of the ICC.

VIII - Arbitrations involving Brazilian States and State Entities

28. Brazilian law requires publicity of arbitration proceedings involving State and State Entities ([Article 2\(3\) Law 9.307/1996](#)).
29. Considering this requirement and ICC's commitment to further enhance transparency, the Secretariat may publish, after informing the parties, dispute resolution content on Brazilian States and State Entities, according to the following provisions:
- a) Publication will be limited to (i) cases involving Brazilian public administration; and (ii) cases administered by the Brazilian office of the ICC Court's Secretariat (SCIAB) since its establishment on 18 October 2017;
 - b) Publication will be limited to main submissions (excluding attachments), Terms of Reference (if applicable), procedural orders, and awards from arbitrations involving Brazilian States and State Entities. Any acts, submissions and documents which are confidential by law or determined confidential by the arbitral tribunal are excluded. Pursuant to Article 2 Appendix I of the Rules, documents submitted to the Court, drawn up by it or the Secretariat are confidential and will not be published.
 - c) The Secretariat, in its discretion, may anonymise or pseudonymise personal data included in the main submissions (excluding attachments), Terms of Reference (if applicable), procedural orders, and awards as necessary pursuant to the applicable data protection laws and regulations.
30. In all cases, hearings shall be private to the parties and their representatives, arbitrators, witnesses, experts and expert assistants, translators, employees of the Secretariat, Hearing Centre and any other persons authorized by the arbitral tribunal.
31. In arbitrations involving Brazilian States and State Entities, the costs related to hearings and case management conferences may be included in the advance on costs.
32. All invoices regarding arbitrators' fees and ICC administrative fees shall be issued to the private party(ies), with the observation that they are connected to a specific arbitration involving Brazilian States and State Entities as party.

IX - Arbitrations arising from the CCEE standard arbitration agreement

33. In arbitrations arising from the standard arbitration agreement of the Brazilian Chamber of Commercialization of Electricity ("CCEE Arbitrations") and administered by any of the offices of the ICC, the costs related to hearings and case management conferences may be included in the advance on costs.

34. Arbitrators nominated or appointed in CCEE Arbitrations are advised to:
- a) Include in the drafts Terms of Reference (if applicable) submitted to the parties an undertaking to comply with CCEE's standard arbitration agreement.
 - b) Submit to the Secretariat a brief summary of the award when submitting draft arbitral awards to the Court's scrutiny. Said summary shall briefly indicate the subject matter decided in the award, the arbitral tribunal's decision and the legal provision(s) raised in its reasoning.

X - Hearing Centre

35. ICC has agreed with Confederação Nacional das Indústrias - CNI to provide the possibility for the parties of ICC arbitration cases to rent state of the art hearing rooms for both large and small groups. The rates of the rooms are not included in the advance on costs and should be paid separately by the parties. For queries related to the hearing centre, the parties are invited to contact hearingcentre@cni.org.br or visit the Hearing Centre website: <http://hearingcentreicc.cni.com.br/>
36. The Hearing Centre also offers two video conference platforms (ZOOM and TEAMS) to allow virtual hearings and meetings. For any query related to the use of the platforms and related services, the parties are invited to contact: hearingcentre@cni.com.br.

XI- SCIAB contact information

37. Brazilian Office of the ICC or SCIAB
 Rua Surubim, 504 – 12º andar – Cidade Monções São Paulo, SP - 04571-050 - Brazil
 Tel: +55 11 3040 8830 / +55 11 3040 8837 Mobile: + 55 11 94447 5429
 Email: ica10@iccwbo.org

XII- Other provisions

38. The contents regarding tax matter indicated in this SCIAB Note are subject to Brazilian tax law and are provided for information purposes only, not representing a tax orientation. They may be modified at any moment and without prior notice in accordance with any changes introduced to Brazilian tax law. Parties are solely responsible for their own fiscal treatment of tax and imposts, as well as for accounting purposes.

XIII- Schedule of Fees in Brazilian Reais

39. Part III of the Schedule of Fees, in Reais, are exclusively applicable to the Brazilian Arbitrations, cases administered by the Brazilian Office of the ICC (as indicated at paragraph 2 above).
40. The Schedule of Fees in Reais applicable to cases filed as of 1 January 2025 and can be found [here](#).
41. All Requests for Arbitration received by the Secretariat and administered by the São Paulo office will apply [the 2021 scales for amounts in dispute in BRL](#) for requests received on or after 1 March 2021, and the [2025 scales for amounts in dispute in BRL](#) for requests received on or after 1 January 2025.