

GUIDELINE

ICC ARBITRATION

DISPUTE RESOLUTION



EFFECTIVE
RESOLUTION



INTERNATIONAL
RECOGNITION



NEUTRAL
& IMPARTIAL



CONFIDENTIAL
& FAIR



INTERNATIONAL
CHAMBER
OF COMMERCE®

The world business organization



EXPERT TRIBUNALS



GLOBAL REACH



ICC RULES



CONFIDENTIAL



ENFORCEABLE
AWARDS

@contractmanagementchannel

INTERNATIONAL CHAMBER OF COMMERCE

ICC ARBITRATION

A Practical Guideline

Rules, Procedure, Costs & Drafting Guidance under the 2026 ICC Rules of Arbitration

Covers: the arbitration agreement · commencing a case · constitution of the tribunal
conduct of proceedings · emergency, expedited & highly expedited arbitration
awards · costs & payment · the ICC as appointing authority

<https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/>

*Prepared with reference to ICC's official website (iccwbo.org)
This guideline is for general information only and does not constitute legal advice.*

Table of Contents

Table of Contents.....	2
1. What Is ICC Arbitration?	4
1.1 Why Parties Choose ICC Arbitration	4
1.2 The Role of the Court and the Secretariat	4
2. The Arbitration Agreement: Drafting the ICC Clause	5
2.1 Standard ICC Arbitration Clause.....	5
2.2 Optional Additions Parties Commonly Specify.....	5
2.3 Clause Variants	5
(a) Opting Out of the Emergency Arbitrator Provisions	5
(b) Expedited Procedure — Opting Out, Opting In, or Raising the Ceiling	5
(c) Highly Expedited Arbitration (new mechanism under the 2026 Rules)	6
(d) Confidentiality — Excluding Publication of Awards	6
(e) Multi-Tiered Clauses	6
3. The 2026 ICC Rules of Arbitration	7
3.1 Structure of the Rules.....	7
3.2 Key Features Carried Over and Reinforced.....	7
4. Commencing an ICC Arbitration	9
4.1 The Request for Arbitration	9
4.2 The Answer, and Counterclaims	9
4.3 Effect of the Arbitration Agreement / Jurisdictional Objections	9
4.4 Key Time Limits at a Glance.....	9
5. Multiple Parties, Multiple Contracts, and Consolidation	11
5.1 Joinder of Additional Parties.....	11
5.2 Claims Between Multiple Parties and Multiple Contracts	11
5.3 Consolidation	11
6. Constitution of the Arbitral Tribunal	12
6.1 Number of Arbitrators.....	12
6.2 Nomination and Appointment.....	12
6.3 Independence, Impartiality, and Disclosure.....	12
6.4 Challenge and Replacement.....	12
6.5 Tribunal Secretary.....	12
7. Conduct of the Arbitral Proceedings.....	14

7.1 Governing Principles	14
7.2 Seat, Language, and Applicable Law	14
7.3 Case Management Conference and Procedural Timetable	14
7.4 Evidence and Hearings.....	14
7.5 Interim and Conservatory Measures; Early Determination	14
7.6 Confidentiality	14
8. Emergency, Expedited, and Highly Expedited Arbitration	16
8.1 Emergency Arbitrator	16
8.2 Expedited Procedure	16
8.3 Highly Expedited Arbitration (New in the 2026 Rules)	17
9. Awards	18
9.1 Making the Award	18
9.2 Scrutiny by the Court.....	18
9.3 Signature, Notification, and Binding Effect	18
9.4 Correction, Interpretation, and Additional Awards	18
10. Costs and Payment	19
10.1 Components of Cost	19
10.2 Payment Sequence and Practical Points.....	19
10.3 VAT and Currency	20
10.4 Estimating Costs.....	20
11. The ICC as Appointing Authority	21
12. Practical Checklist	22
12.1 At the Drafting Stage	22
12.2 On Filing (Claimant)	22
12.3 On Receiving a Request (Respondent).....	22
12.4 During the Proceedings	22
13. Key Resources	24

1. What Is ICC Arbitration?

The International Chamber of Commerce (ICC) is the world's leading arbitral institution. ICC Arbitration is a form of international commercial dispute resolution administered by the ICC International Court of Arbitration® (the "Court") pursuant to the ICC Rules of Arbitration (the "Rules"). It results in a final, binding decision — an arbitral award — rendered by one or more independent arbitrators chosen by, or on behalf of, the parties.

ICC Arbitration is available to any party, anywhere in the world, provided the parties have consented to it. Consent is usually given through an arbitration clause included in a contract or treaty before a dispute arises, but it can equally be agreed after a dispute has arisen, by way of a separate arbitration agreement (a "submission agreement").

1.1 Why Parties Choose ICC Arbitration

- **Global reach and neutrality:** the Court operates through case management teams across the globe and appoints arbitrators of a nationality different from that of the parties where it acts as appointing authority.
- **Institutional scrutiny of awards:** every draft award is reviewed by the Court before signature, improving quality and enforceability.
- **Flexibility:** parties can tailor the number of arbitrators, seat, language, and applicable law, and can access expedited, highly expedited, and emergency mechanisms.
- **Enforceability:** ICC awards are enforceable in more than 170 countries that are parties to the 1958 New York Convention.
- **Experience:** the Court has over a century of experience administering complex, high-value, and multi-party/multi-contract international disputes.

1.2 The Role of the Court and the Secretariat

The Court is ICC's independent arbitration body. Importantly, the Court itself does not decide disputes — that is the function of the arbitral tribunal. Instead, the Court administers the arbitral process: it appoints and confirms arbitrators, decides challenges and replacements, fixes costs, and scrutinises every draft award before it is signed, to help ensure the award is enforceable at law. The Secretariat, under the Secretary General, supports the Court in this work and is the parties' principal point of administrative contact throughout the case.

Practice note: *The Court's decisions on the appointment, confirmation, challenge, or replacement of an arbitrator are final and, in principle, not reasoned unless a party specifically requests reasons in advance of the decision.*

2. The Arbitration Agreement: Drafting the ICC Clause

The only requirement to benefit from ICC Arbitration is the parties' consent, whether in a pre-dispute contractual clause, a treaty, or a post-dispute submission agreement. Because the clause is the foundation of the entire process, ICC recommends careful, unambiguous drafting — unclear wording can cause delay or even compromise the proceedings altogether.

2.1 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 may adapt this clause, but should exercise care to avoid ambiguity and to check any mandatory requirements at the intended seat and the likely place(s) of enforcement.

2.2 Optional Additions Parties Commonly Specify

- The law governing the contract (the substantive/applicable law).
- The number of arbitrators — the Rules presume a sole arbitrator unless otherwise agreed.
- The place ("seat") of arbitration, including both city and country.
- The language of the arbitration.
- The law governing the arbitration agreement itself (which may differ from the law governing the contract).

Practice note: For arbitrations seated in Mainland China, ICC recommends expressly naming the "International Court of Arbitration of the International Chamber of Commerce" in the clause, given local mandatory requirements on institutional arbitration.

2.3 Clause Variants

(a) Opting Out of the Emergency Arbitrator Provisions

The Emergency Arbitrator Provisions apply automatically under the Rules. To exclude them, add:

"The Emergency Arbitrator Provisions shall not apply."

(b) Expedited Procedure — Opting Out, Opting In, or Raising the Ceiling

The Expedited Procedure Provisions (Appendix V) apply automatically to lower-value disputes. Parties may:

- **Opt out entirely:** "The Expedited Procedure Provisions shall not apply."

- **Opt in for higher-value disputes:** "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."
- **Raise the monetary ceiling:** "The parties agree, pursuant to Article 1(2)(b) of Appendix V ... 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."

(c) Highly Expedited Arbitration (new mechanism under the 2026 Rules)

This route requires the agreement of all parties and is best fixed at the drafting stage, together with the seat and language, to avoid delay later:

*"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]."*

(d) Confidentiality — Excluding 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."

(e) Multi-Tiered Clauses

ICC Arbitration can serve as the final tier of a dispute resolution process that begins with mediation (using the standard ICC Mediation clauses) or with expertise / dispute boards, with arbitration as the fallback if the earlier tier does not resolve the dispute.

3. The 2026 ICC Rules of Arbitration

The 2026 ICC Rules of Arbitration entered into force on 1 June 2026 and govern the management of cases received by the Court from that date onward (earlier cases may still be conducted under the 2021 Rules if the parties so agreed). The 2026 Rules introduce targeted updates to improve efficiency, clarity, and case management, while preserving the flexibility, neutrality, and procedural integrity that underpin ICC Arbitration — including a new Highly Expedited Arbitration track (Appendix VI).

3.1 Structure of the Rules

The Rules comprise 48 Articles organised into the following parts, plus six Appendices and a Schedule of Fees:

Part	Articles	Subject Matter
Introductory Provisions	1–4	Scope, definitions, written communications, time limits
Commencing the Arbitration	5–7	Request for Arbitration, Answer, counterclaims, effect of the arbitration agreement
Multiple Parties, Contracts & Consolidation	8–11	Joinder, claims between multiple parties, multiple contracts, consolidation
The Arbitral Tribunal	12–16	Independence & disclosure, constitution, appointment/confirmation, challenge, replacement
The Arbitral Proceedings	17–33	Transmission of file, representation, seat, language, applicable law, conduct, CMC, evidence, hearings, interim measures, early determination, emergency arbitrator, expedited & highly expedited procedure
Awards	34–39	Time limit for final award, making the award, award by consent, scrutiny, signature/notification, correction & interpretation
Costs	40–41	Advance to cover costs, decision as to costs
Miscellaneous	42–48	Waiver, reasons for Court decisions, tribunal secretary, limitation of liability, general rule, governing law, original text

Appendices: I — Statutes of the Court; II — Internal Rules of the Court; III — Arbitration Costs and Fees; IV — Emergency Arbitrator Provisions; V — Expedited Procedure Provisions; VI — Highly Expedited Arbitration Provisions.

Practice note: A compared version of the 2021 and 2026 Rules, highlighting every amendment, is available from ICC and is a useful reference for parties or counsel migrating existing template clauses. The Rules are available from ICC in English, Chinese, Spanish, and Portuguese; the English text prevails in case of discrepancy.

3.2 Key Features Carried Over and Reinforced

- **Arbitrator independence and disclosure:** every prospective arbitrator must sign a statement of acceptance, availability, impartiality, and independence, disclosing any facts that might call these into question — with any doubt resolved in favour of disclosure (Art. 12).
- **Third-party funding transparency:** parties must promptly disclose the existence and identity of any non-party funder with an economic interest in the outcome (Art. 12(6)).
- **Case management discipline:** the arbitral tribunal must hold an initial case management conference (CMC) within 30 days of receiving the file and set a procedural timetable (Art. 24).
- **Scrutiny of awards:** no award may be rendered until the Court has approved its form (Art. 37).
- **A general "gap-filling" clause:** in all matters not expressly covered, the Court and tribunal act "in the spirit of the Rules" and strive to ensure the award is enforceable (Art. 46).

4. Commencing an ICC Arbitration

4.1 The Request for Arbitration

A party wishing to commence an ICC Arbitration files a Request for Arbitration ("Request") with the Secretariat. The date the Secretariat receives the Request is, for all purposes, the date the arbitration commences. The Request must, among other things, include:

- Full names, descriptions, addresses, and contact details of every party and their representatives.
- A description of the nature and circumstances of the dispute and the basis for the claims.
- A statement of the relief sought, with quantified amounts (or an estimate where a claim is not fully quantified).
- Copies of relevant agreements, in particular the arbitration agreement(s).
- Observations/proposals on the number and choice of arbitrators, seat, applicable law, and language.
- Payment of the filing fee set out in the Schedule of Fees, and any Article 12(5)-(6) disclosures (conflicts lists, third-party funding).

4.2 The Answer, and Counterclaims

The respondent has 30 days from receipt of the Request to submit its Answer, addressing the same categories of information and responding to the relief sought. Any counterclaims must be submitted with the Answer, including the relief sought and the arbitration agreement(s) relied upon. The claimant then has 30 days to reply to any counterclaim.

4.3 Effect of the Arbitration Agreement / Jurisdictional Objections

If a respondent fails to answer, or raises a jurisdictional objection (e.g., as to the existence, validity, or scope of the arbitration agreement), the arbitration nonetheless proceeds. The arbitral tribunal — once constituted — decides jurisdiction directly, unless the Secretary General refers the question to the Court beforehand. The Court applies a prima facie test: the case proceeds if the Court is prima facie satisfied that a qualifying arbitration agreement may exist, without prejudice to the tribunal's own subsequent, fuller ruling on jurisdiction or to any party's right to have the question determined by a competent court.

4.4 Key Time Limits at a Glance

Step	Standard Time Limit	Rules Reference
Answer to the Request	30 days from receipt	Art. 6(1)
Reply to counterclaims	30 days from receipt	Art. 6(5)
Nomination of sole arbitrator by agreement	30 days from respondent's receipt of Request	Art. 13(3)

Step	Standard Time Limit	Rules Reference
Nomination of co-arbitrator (Court-determined 3-member tribunal)	15 days (claimant), then 15 days (respondent)	Art. 13(5)
Challenge of an arbitrator	30 days from notification / from discovery of grounds	Art. 15(2)
Initial case management conference (CMC)	30 days from receipt of file by tribunal	Art. 24(1)
New claims	Not permitted after the initial CMC without tribunal authorisation	Art. 25
Correction of an award on tribunal's own initiative	Draft submitted within 45 days of notification	Art. 39(1)
Party application to correct/interpret an award	30 days from receipt of the award	Art. 39(2)
Party application for an additional award	30 days from receipt of the award	Art. 39(3)

5. Multiple Parties, Multiple Contracts, and Consolidation

5.1 Joinder of Additional Parties

A party may request to join an additional party by filing a Request for Joinder, which is treated, for commencement purposes, as if it were a new Request as against that additional party. Joinder is straightforward before any arbitrator is confirmed or appointed. After that point, joinder additionally requires the additional party's acceptance of the tribunal's constitution and the tribunal's own agreement to accept the joinder, taking into account prima facie jurisdiction, timing, potential conflicts, and the impact on the proceedings.

5.2 Claims Between Multiple Parties and Multiple Contracts

In multi-party arbitrations, any party may bring claims against any other party (subject to jurisdictional gateways), provided that no new claims are introduced after the initial CMC without tribunal authorisation. Claims arising out of more than one contract may likewise be brought in a single arbitration, whether made under one or several arbitration agreements.

5.3 Consolidation

At a party's request, the Court may consolidate two or more pending ICC arbitrations into one where the parties agree, where all claims arise under the same arbitration agreement(s), or — even under different but compatible agreements — where the arbitrations are between the same parties and arise from the same legal relationship. Consolidated cases merge into whichever arbitration commenced first, unless the parties agree otherwise.

6. Constitution of the Arbitral Tribunal

6.1 Number of Arbitrators

Disputes are decided by a sole arbitrator or by three arbitrators. If the parties have not agreed on the number, the Court appoints a sole arbitrator unless it determines that the dispute warrants three.

6.2 Nomination and Appointment

- **Sole arbitrator:** the parties may jointly nominate; absent agreement within 30 days, the Court appoints.
- **Three arbitrators:** each party nominates one co-arbitrator (in the Request and Answer, respectively, or per the timelines the Court fixes); the Court appoints the third arbitrator, who presides, unless the parties have agreed another procedure.
- **Multiple claimants/respondents:** each side must jointly nominate one arbitrator; absent a joint nomination and agreement on a constitution method, the Court may appoint the entire tribunal.
- **Neutral presiding/sole arbitrator:** where the Court appoints, the sole arbitrator or president will not share a nationality with any party (subject to limited derogation), and this is a strict rule where the arbitration arises under a treaty or investment protection law.

6.3 Independence, Impartiality, and Disclosure

Every arbitrator must be, and remain, impartial and independent. Before appointment or confirmation, each prospective arbitrator signs a statement disclosing any facts or circumstances that could call their independence or impartiality into question, resolving any doubt in favour of disclosure. This is an ongoing obligation throughout the case. A disclosure does not, by itself, establish a lack of independence or impartiality — it is simply transparency that allows the parties (and, if necessary, the Court) to assess the position.

6.4 Challenge and Replacement

A challenge to an arbitrator must be submitted in writing to the Secretariat within 30 days of notification of the appointment, or within 30 days of the challenging party learning of the relevant facts, whichever is later. The Court decides admissibility and merits after affording the arbitrator, the other parties, and any co-arbitrators an opportunity to comment. The Court will replace an arbitrator on death, resignation, a successful challenge, or the parties' joint request, and may also initiate replacement on its own motion where an arbitrator is prevented from acting or is not fulfilling their duties.

6.5 Tribunal Secretary

After consulting the parties, the tribunal may appoint a tribunal secretary to assist under its direction and control, without delegating any decision-making authority. The secretary is held to the same independence, impartiality, and confidentiality standards as arbitrators.

7. Conduct of the Arbitral Proceedings

7.1 Governing Principles

The tribunal and the parties must make every effort to conduct the arbitration in an expeditious and cost-effective manner, proportionate to the complexity and value of the dispute. The tribunal must, in all cases, act fairly and impartially and give every party a reasonable opportunity to present its case.

7.2 Seat, Language, and Applicable Law

- **Seat:** fixed by agreement of the parties or, absent agreement, by the Court. Hearings, meetings, and deliberations may nonetheless take place anywhere, including by videoconference or in hybrid form.
- **Language:** determined by the parties or, absent agreement, by the tribunal, considering all relevant circumstances including the language of the contract.
- **Applicable law:** the parties choose the rules of law governing the merits; absent choice, the tribunal applies the rules it considers appropriate, taking account of the contract and relevant trade usages. The tribunal may only decide as amiable compositeur or ex aequo et bono if expressly authorised to do so.

7.3 Case Management Conference and Procedural Timetable

Within 30 days of receiving the file, the tribunal holds an initial CMC to consult the parties on procedural measures and to set the procedural timetable. Further CMCs may follow as needed. Case management techniques (as described in Secretariat guidance notes) may include bifurcation, limits on document production, page or time limits for submissions, and use of technology to streamline the record.

7.4 Evidence and Hearings

The tribunal establishes the facts by any appropriate means and may hear witnesses and party- or tribunal-appointed experts. A hearing is held if any party requests one, or on the tribunal's own motion; otherwise the tribunal may decide the case on the documents alone. Hearings may be held in person, in hybrid form, or entirely remotely, at the tribunal's discretion after consulting the parties.

7.5 Interim and Conservatory Measures; Early Determination

Once the file has been transmitted, the tribunal may order any interim or conservatory measure it deems appropriate, potentially conditioned on security. Parties remain free to apply to a competent court for such measures (particularly before the tribunal is constituted) without this being treated as a waiver of the arbitration agreement. Separately, any party may apply for the early determination of a claim or defence that is manifestly without merit or manifestly outside the tribunal's jurisdiction — a useful tool for disposing of weak claims without a full merits hearing.

7.6 Confidentiality

At a party's request, the tribunal may make orders on the confidentiality of the proceedings and take measures to protect trade secrets and confidential information. Arbitrators themselves are bound to keep all matters relating to the arbitration confidential, subject to limited exceptions (public domain, party agreement, legal requirement, or protection of a legal right).

8. Emergency, Expedited, and Highly Expedited Arbitration

The Rules offer three distinct fast-track or urgent-relief mechanisms, summarised below. Parties should consider at the drafting stage which of these should apply, opt out of, or opt in to, since each has different triggers and consequences.

Mechanism	When It Applies	Tribunal	Key Deadline for Decision
Emergency Arbitrator (Appendix IV)	Urgent interim/conservatory measures needed before the tribunal is constituted	A single emergency arbitrator appointed by the President, normally within 2 days	Order made no later than 15 days after receiving the file
Expedited Procedure (Appendix V)	Automatic where the amount in dispute is at or below the applicable threshold (US\$ 4,000,000 for arbitration agreements concluded on/after 1 June 2026), or by party agreement	Sole arbitrator (even if the clause specifies otherwise)	Final award within 6 months of the initial CMC
Highly Expedited Arbitration (Appendix VI, new in 2026)	Only where all parties agree, regardless of amount in dispute	Sole arbitrator; no joinder or consolidation permitted	Final award within 3 months of the initial CMC

8.1 Emergency Arbitrator

A party needing interim relief that cannot await the constitution of the tribunal may apply for Emergency Measures. The Emergency Arbitrator Provisions do not apply to arbitration agreements concluded before 1 January 2012, where the parties have opted out, or where the arbitration agreement arises from a treaty or investment protection instrument. The emergency arbitrator's order ceases to bind the parties once the tribunal is constituted and renders its final award (unless the tribunal decides otherwise), and the tribunal is not bound by the emergency arbitrator's findings.

8.2 Expedited Procedure

The threshold amount for automatic application depends on when the arbitration agreement was concluded:

Arbitration Agreement Concluded	Expedited Procedure Threshold
On or after 1 March 2017 and before 1 January 2021	US\$ 2,000,000
On or after 1 January 2021 and before 1 June 2026	US\$ 3,000,000
On or after 1 June 2026	US\$ 4,000,000

Under the Expedited Procedure, the tribunal has broad discretion to limit document production and the scope of written and witness evidence, and may decide the case on the documents alone. The Court may,

however, decide at any stage that the Expedited Procedure should no longer apply, for example if the case proves too complex.

8.3 Highly Expedited Arbitration (New in the 2026 Rules)

This is the most streamlined track: a sole arbitrator, an initial CMC within 7 days of receiving the file, tight fixed deadlines for the Request and Statement of Claim / Answer and Statement of Defence / Reply to Counterclaim (20–30 days each, with no extensions absent party agreement), and a final award within 3 months of the initial CMC. Joinder and consolidation are not permitted under this track. Because so much depends on prompt, fixed deadlines, ICC recommends fixing the seat and language in the arbitration clause itself if this track is chosen.

9. Awards

9.1 Making the Award

Where the tribunal comprises more than one arbitrator, the award is made by majority decision; if there is no majority, the president decides alone. Every award must state the reasons on which it is based (save, in Highly Expedited Arbitration, where the parties have agreed that no reasons need be given), and is deemed made at the seat and on the date stated in it.

9.2 Scrutiny by the Court

Before any award is signed, the tribunal must submit a draft to the Court. The Court may require formal modifications and may draw the tribunal's attention to points of substance — without affecting the tribunal's freedom of decision. No award may be rendered until the Court has approved its form. In its scrutiny, the Court considers, to the extent practicable, the award's validity and enforceability and any mandatory requirements at the seat.

9.3 Signature, Notification, and Binding Effect

Awards may be signed electronically or in counterparts, and notified in paper or electronic form. Once notified (and provided costs fixed by the Court have been paid), every award is binding on the parties, who undertake to comply with it without delay and are deemed to have waived any right to recourse to the extent such a waiver can validly be made.

9.4 Correction, Interpretation, and Additional Awards

- The tribunal may correct clerical, computational, or typographical errors on its own initiative, submitting a draft correction to the Secretariat within 45 days of the award's notification.
- A party may apply, within 30 days of receiving the award, for correction, interpretation, or an additional award covering claims the tribunal omitted to decide.
- Corrections/interpretations take the form of an addendum forming part of the award; a decision on an omitted claim takes the form of an additional award. Both go through the same Court scrutiny as the original award.

10. Costs and Payment

The ICC advance-on-costs system is designed to ensure an arbitration can proceed once the relevant institutional and arbitrator fees are secured. It does not cover the parties' own legal costs or the fees of any party-appointed expert.

10.1 Components of Cost

Component	Description
Filing fee	Non-refundable US\$ 5,000 (US\$ 6,000 where French VAT applies), payable on filing the Request or a Request for Joinder; credited toward the paying party's share of the advance on costs.
Provisional advance	Fixed by the Secretary General on/soon after receipt of the Request; intended to cover costs until the initial CMC; the Court/Secretariat generally await this payment before taking significant steps to constitute the tribunal.
Advance on costs	Fixed once claims (and any counterclaims) are known; payable in equal (50/50) shares by claimant and respondent, subject to separate advances for counterclaims and adjustment as the case progresses.
ICC administrative expenses	Fixed by the Court on an ad valorem scale tied to the amount in dispute (see Schedule of Fees), subject to Court discretion in exceptional circumstances.
Arbitrators' fees	Fixed by the Court alone (not by private arrangement between parties and arbitrators), on the same ad valorem scale, taking into account diligence, complexity, and timeliness of the draft award; may be up to roughly three times a sole arbitrator's fee for a three-member tribunal.

10.2 Payment Sequence and Practical Points

1. The claimant pays the non-refundable filing fee with the Request; without it, the Secretariat will not notify the Request to the respondent.
2. The Secretary General fixes a provisional advance, payable by the claimant, to fund the case until the initial CMC.
3. Once claims are known, the Secretary General fixes the advance on costs, split equally between claimant and respondent (the provisional advance already paid is credited).
4. If a party fails to pay its share, the other party may be invited to pay on its behalf (recoverable later as a cost); non-payment can otherwise lead to the relevant claims being treated as withdrawn.
5. At the end of the case, the Court fixes the actual costs of the arbitration; any surplus in the advance is reimbursed to the parties, and a financial statement is issued.
6. The final award allocates responsibility for the costs of the arbitration between the parties, and the tribunal may also, at any time, make interim decisions on costs.

10.3 VAT and Currency

Parties (particularly those established in France) should check ICC's Explanatory Note on VAT applicable to ICC administrative expenses, since French VAT may be payable and can affect the filing fee and other invoiced amounts. Cases administered by ICC's São Paulo office are invoiced in Brazilian Real (BRL) rather than US Dollars; other regional offices generally invoice in USD.

10.4 Estimating Costs

ICC provides an online costs calculator that generates an estimate of ICC administrative expenses and arbitrators' fees based on the amount in dispute, allowing parties to budget before or during a case.

Practice note: *Because ICC fees are calculated on an ad valorem (value-based) scale rather than an hourly-rate basis, parties can estimate their likely institutional costs early — a valuable input to any cost-benefit analysis of pursuing or defending a claim.*

11. The ICC as Appointing Authority

Parties choosing arbitration must decide between institutional administration (e.g., by the ICC Court under the ICC Rules) and ad hoc arbitration, where the arbitrators themselves administer the case without an institution. In ad hoc proceedings — commonly conducted under the UNCITRAL Arbitration Rules — parties may still need external assistance with, in particular, constituting the tribunal, deciding challenges, or fixing certain costs.

For this purpose, ICC can act as appointing authority under its own 2018 Rules of ICC as Appointing Authority in UNCITRAL or Other Arbitration Proceedings. A party wishing to invoke these rules submits an Application to the Secretariat, accompanied by a non-refundable filing fee. This service draws on the Court's century of experience appointing arbitrators, constituting tribunals, and resolving arbitrator challenges — even where ICC has no role in administering the substantive proceedings themselves.

12. Practical Checklist

12.1 At the Drafting Stage

7. Use the standard ICC clause as your starting point; avoid ad hoc drafting that could create ambiguity.
8. Decide and state the number of arbitrators (or accept the default single-arbitrator presumption).
9. Fix the seat (city and country) and the language of the arbitration.
10. Choose the law governing the contract and, if different, the law governing the arbitration agreement.
11. Decide whether to opt in/out of the Expedited Procedure, and at what monetary ceiling.
12. Decide whether Highly Expedited Arbitration should apply — if so, fix the seat and language in the clause itself.
13. Decide whether to exclude the Emergency Arbitrator Provisions.
14. Consider confidentiality: do you want to exclude publication of the award?
15. Consider a multi-tiered clause (e.g., mediation before arbitration) if appropriate to the relationship.

12.2 On Filing (Claimant)

- Prepare the Request with full party details, dispute description, relief sought (quantified where possible), and copies of the arbitration agreement.
- Include proposals on number/choice of arbitrators, seat, applicable law, and language.
- Pay the filing fee and be ready to pay the provisional advance promptly to avoid delay in constituting the tribunal.
- Disclose any third-party funding arrangement and any conflicts list required under Article 12(5)-(6).

12.3 On Receiving a Request (Respondent)

- Calendar the 30-day deadline for the Answer (or request an extension, including your arbitrator-related observations, in good time).
- Decide promptly whether to raise jurisdictional objections and whether to bring counterclaims.
- Nominate your co-arbitrator (if a three-member tribunal applies) within the Answer.

12.4 During the Proceedings

- Engage constructively at the initial CMC — case management choices made there shape the entire timetable and cost profile of the case.
- Track the "no new claims after the initial CMC" rule.

- Keep an eye on cost-efficiency; the tribunal may take the parties' conduct into account when allocating costs in the final award.

13. Key Resources

This guideline summarises publicly available material from the ICC website. For binding, authoritative, and up-to-date text, always consult the official sources directly:

[ICC Arbitration — overview](#)

[Rules and Procedure](#)

[2026 Arbitration Rules \(full text & downloads\)](#)

[Highly Expedited Arbitration Provisions](#)

[Arbitration Procedure](#)

[Arbitration Clause \(model wordings\)](#)

[ICC as Appointing Authority](#)

[Emergency Arbitrator](#)

[Costs and Payment \(incl. costs calculator\)](#)

Disclaimer: *This document is a practical summary prepared for internal guidance purposes and is not legal advice. Rules, thresholds, and fee schedules referenced here are current as of July 2026 and are subject to change by ICC; always verify against the official ICC Rules of Arbitration and Schedule of Fees in force at the time an arbitration agreement is concluded or a dispute commences.*