



INTERNATIONAL COUNCIL — ICArb

ICArb Arbitration Rules

Including Annex I — Costs and Fees and Annex II — Model Clauses

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ICArb is an independent arbitral institution and is not affiliated with any other arbitral institution.

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Preamble

The International Council (“ICArb”) is an independent arbitral institution based in the Republic of Lebanon. These Rules provide a framework for the administration of international and domestic commercial disputes by arbitration. They are intended to secure a fair, impartial, efficient and enforceable resolution of disputes, to respect party autonomy, and to preserve the independence of every arbitral tribunal. ICArb administers arbitrations; it does not decide disputes. ICArb is not affiliated with, and is not endorsed by, any other arbitral institution or international organisation.

Article 1 — Scope of Application

1. Where parties have agreed to refer disputes to arbitration under the ICArb Arbitration Rules, or to arbitration administered by ICArb, they are deemed to have agreed that the arbitration shall be administered by ICArb and conducted in accordance with these Rules in the version in force on the date of commencement of the arbitration, unless they have agreed to a different version.
2. These Rules include Annex I (Costs and Fees). Annex II (Model Clauses) is for guidance only. Parties may agree in writing to vary these Rules. Where a variation is agreed after the Arbitral Tribunal has been constituted, it takes effect only with the Tribunal’s approval. ICArb may decline to administer an arbitration if an agreed variation would make proper administration impracticable or conflict with its institutional functions.
3. These Rules apply subject to the mandatory provisions of the law applicable at the seat of arbitration, and nothing in them purports to override such provisions. Where a Rule would be inconsistent with such a provision, the provision prevails and the remaining Rules continue to apply.
4. ICArb may administer an arbitration arising from a treaty, investment legislation or other consent instrument to which a State or State entity is party only where that instrument, the applicable law and the parties’ agreement permit such administration and ICArb has agreed in writing. In such a case ICArb may adopt supplementary provisions, including as to transparency, third-party participation, nationality of arbitrators and costs. These Rules do not otherwise create obligations for ICArb in respect of investor-State proceedings.
5. ICArb performs its functions through the Council of ICArb (the “Council”), the Secretary General and the Secretariat, in accordance with ICArb’s Statutes and internal rules. Unless these Rules state otherwise, the Secretary General may exercise any function of the Council that is administrative in nature and may refer any matter to the Council. ICArb does not act as arbitrator or counsel in any case administered under these Rules.

Article 2 — Definitions and Interpretation

1. In these Rules: “Tribunal” means a sole arbitrator or all arbitrators constituting the arbitral tribunal; “Claimant”, “Respondent” and “Party” include one or more such persons, including any additional party joined under Article 30; “Award” includes a final, partial, interim, consent or additional award, but excludes orders and procedural directions; “Request” means a Request for Arbitration; “Response” means a Response to the Request; “Seat” means the legal seat of the arbitration; “Amount in Dispute” has the meaning given in Annex I; and “written” and “in writing” include electronic form that preserves a record of the content.
2. Headings are for convenience only. A reference to days is to calendar days. Time limits run from the day after a communication is deemed received; official holidays and non-business days are included, but a time limit that would expire on an official holiday or non-business day at the place of receipt expires at the end of the next business day.
3. Parties may agree to vary time limits, subject to Article 1(2). The Secretariat or the Tribunal, as the case may be, may extend time limits on reasoned request, having regard to efficiency and equal treatment.

Article 3 — Arbitration Agreement and Commencement

1. An arbitration agreement must be in writing, which includes an exchange of electronic communications or incorporation by reference, to the extent permitted by the law applicable at the Seat. A claim may be brought under these Rules only against parties bound by an arbitration agreement referring to these Rules or to ICArb.
2. The arbitration commences on the date on which the Secretariat receives the Request, provided that the filing fee is paid within the time limit fixed by the Secretariat. If it is not, the file is closed without prejudice to a later Request.
3. Where a pre-arbitral step, such as negotiation or mediation, is a condition precedent in the parties’ agreement, ICArb will register the Request and the Tribunal will decide any question of admissibility arising from non-compliance.

Article 4 — Request for Arbitration

1. A Claimant shall submit its Request to the Secretariat, together with the filing fee set out in Annex I, containing: (a) the names, descriptions, addresses and electronic contact details of the Parties and of any representatives; (b) a description of the dispute and the basis of the claims; (c) the relief sought, with the amount of any quantified claim and, so far as possible, an estimate of the value of other claims; (d) the arbitration agreement(s) and relevant contracts, and, where claims arise under more than one agreement, the agreement under which each is made; (e) any proposal or nomination concerning the number and choice of arbitrators; (f) any proposal as to the Seat, applicable law and language; and (g) the information required by Article 7(3).
2. The Claimant may include its full statement of claim and supporting evidence in the Request.
3. The Secretariat shall acknowledge receipt, register the case, and transmit the Request to the Respondent once the filing fee has been received. The Secretariat may invite the Claimant to cure formal deficiencies within a fixed time; failing cure, the Secretary General may close the file.

Article 5 — Response to the Request

1. Within 30 days of receipt of the Request, the Respondent shall submit a Response containing: (a) its name, description, address and contact details and those of its representatives; (b) its comments on the dispute and the claims; (c) its response to the relief sought; (d) any plea concerning the existence, validity or scope of the arbitration agreement or the composability of the claims; (e) its observations or nominations concerning the number and choice of arbitrators; (f) any proposal as to the Seat, applicable law and language; and (g) the information required by Article 7(3).
2. The Secretariat may extend the time for the Response, provided that the Respondent has by then stated its position on the number and choice of arbitrators.
3. The Secretariat shall communicate the Response to all Parties. If the Respondent fails to submit a Response, the arbitration shall proceed and the Respondent is deemed to have denied the claims, without prejudice to Article 14.

Article 6 — Counterclaims and Additional Claims

1. Any counterclaim shall be made with the Response and shall contain a description of its basis, the relief sought and its amount, and the relevant arbitration agreement(s). The Claimant shall reply within 30 days of receipt of the counterclaim.
2. A Party may make a claim against any other Party to the arbitration, subject to Article 30. Once the Secretary General has transmitted the file to the Tribunal, new claims, counterclaims or set-offs that fall outside the Request or Response require the Tribunal's leave, which the Tribunal shall grant or refuse having regard to the nature of the claim, the stage of the proceedings, the effect on cost and delay, and fairness to the other Parties.
3. Any claim, counterclaim or set-off that increases the Amount in Dispute may lead to a revision of the advance on costs under Article 37.

Article 7 — Representation and Assistance

1. Parties may be represented or assisted by persons of their choice. Each Party shall promptly notify the Secretariat, the Tribunal and the other Parties of its representatives and of any change.
2. The Secretariat or the Tribunal may at any time require proof of a representative's authority. After the Tribunal is constituted, the Tribunal may, after hearing the Parties, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in representation, including excluding the new representative from the proceedings in whole or in part.
3. With its Request, Response or other first submission, each Party shall disclose to the Secretariat, the Tribunal and the other Parties the identity of any non-party that has agreed to fund its claims or defences or that has a direct economic interest in the outcome of the arbitration, together with a list of persons and entities whose involvement it considers relevant to arbitrators' disclosures.

Article 8 — Communications and Electronic Proceedings

1. Written communications with the Secretariat shall be made by email or through any electronic filing platform designated by ICArb. Pleadings and other written communications shall be sent simultaneously to all Parties, to each arbitrator and to the Secretariat; communications from the Tribunal shall be copied to the Secretariat.
2. Communications may be made by any means that provides a record of transmission, to the last known address or electronic address of the Party or its representative. A communication is deemed received on the day it is delivered or, in the case of electronic communication, on the day it is sent to a designated address. Paper copies shall be provided only on request or where electronic filing is impracticable.
3. Where the law applicable at the Seat permits, electronic signatures, counterparts and electronic notifications of Awards and orders are effective for the purposes of these Rules.
4. ICArb, the Tribunal and the Parties shall take reasonable steps to protect the security of electronic communications and platforms, having regard to the sensitivity of the information. Parties shall notify the Secretariat and the Tribunal without undue delay of any security incident affecting the arbitration.

Article 9 — Constitution of the Arbitral Tribunal

1. The Tribunal shall be constituted in accordance with Articles 10 to 13 and the parties' agreement, subject to Article 10(8). ICArb confirms or appoints each arbitrator; the Tribunal is constituted when all members have been confirmed or appointed and have signed their statements under Article 11.
2. When confirming or appointing an arbitrator, the Council and the Secretary General shall consider the prospective arbitrator's nationality, residence, qualifications, language skills, legal tradition, experience and availability, and the nature of the dispute. ICArb may maintain, but is not obliged to appoint from, a list of arbitrators. A person may be nominated or appointed whether or not included on any list.
3. The Secretary General shall transmit the file to the Tribunal as soon as it is constituted and the provisional advance requested has been paid.

Article 10 — Number and Appointment of Arbitrators

1. Disputes shall be decided by a sole arbitrator or by three arbitrators. Where required by the law applicable at the Seat, the Tribunal shall consist of an odd number of arbitrators.
2. Where the parties have not agreed on the number, the Council shall appoint a sole arbitrator, unless it determines that the dispute warrants three, having regard to the Amount in Dispute, complexity and the Parties' observations.
3. *Sole arbitrator.* The parties may jointly nominate the sole arbitrator within 30 days of the Respondent's receipt of the Request, or such other time as the Secretariat fixes. Failing nomination, the Council shall appoint.
4. *Three arbitrators.* Each side shall nominate one arbitrator, the Claimant in its Request and the Respondent in its Response (or within 15 days of notification of a Council decision under paragraph 2). The two co-arbitrators, or the parties if they so agree, shall nominate the president within 30 days of the confirmation of the co-arbitrators. Failing any nomination within the time fixed, the Council shall appoint.
5. All nominations are subject to confirmation by the Secretary General or, where there is a disclosure or objection, the Council.

6. A sole arbitrator or president appointed by the Council shall not have the nationality of any Party, unless the Parties agree or none objects within the time fixed by the Secretariat.
7. The Council may appoint directly any person it considers suitable, in particular where a Party is a State or State entity, where a nomination procedure has failed, or where required for a fair constitution of the Tribunal.
8. *Multiple parties.* Where there are multiple Claimants or Respondents and three arbitrators are to be appointed, the Claimants jointly, and the Respondents jointly, shall nominate one co-arbitrator. Failing joint nomination, and notwithstanding any agreed method of constitution, the Council may appoint all members of the Tribunal and designate the president, where necessary to avoid unequal treatment of the Parties or a risk to the validity of the Award.

Article 11 — Independence, Impartiality and Disclosure

1. Every arbitrator shall be and remain impartial and independent of the Parties, competent for the dispute, and available to conduct the arbitration diligently and in accordance with these Rules and the procedural timetable.
2. Before confirmation or appointment, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence and shall disclose in writing any facts or circumstances which might, in the eyes of the Parties, call into question the arbitrator's independence or give rise to reasonable doubts as to impartiality. Doubts shall be resolved in favour of disclosure. The Secretariat shall communicate the statement to the Parties, who may comment within a fixed time. A disclosure does not by itself establish a lack of independence or impartiality.
3. The duty to disclose continues throughout the arbitration. In assessing disclosures and challenges, ICArb and the Tribunal may have regard to internationally recognised standards, including the IBA Guidelines on Conflicts of Interest in International Arbitration, which are guidance and not binding rules.
4. A Tribunal may appoint a secretary, after consulting the Parties and with ICArb's approval, to perform administrative or organisational tasks under the Tribunal's direction. The secretary is subject to the same independence, impartiality and confidentiality requirements and shall not perform adjudicative functions. No fees for the secretary may be agreed directly with the Parties.

Article 12 — Challenge of Arbitrators

1. A Party may challenge an arbitrator for lack of impartiality or independence, for failure to satisfy the Parties' agreed qualifications, or for failure to act in accordance with these Rules, by written notice to the Secretariat stating the facts and grounds relied upon.
2. The notice shall be submitted within 15 days of the challenging Party's receipt of notification of the arbitrator's confirmation or appointment or, if later, of the date on which it became aware of the grounds. A challenge made out of time is inadmissible.
3. The Secretariat shall invite the challenged arbitrator, the other Parties and the other arbitrators to comment. If the Parties agree to the challenge, or the arbitrator withdraws, the arbitrator is replaced without any acceptance of the grounds being implied. Otherwise the Council shall decide on admissibility and merits. The Council shall communicate reasons on request.
4. The Council's decision is final as far as the Rules are concerned and is without prejudice to any right of recourse available under the mandatory law at the Seat. The Tribunal, including the challenged arbitrator, may continue the proceedings while a challenge is pending, unless the Council or the Tribunal decides to suspend them.

Article 13 — Replacement of an Arbitrator

1. The Council shall replace an arbitrator upon death, acceptance of resignation, acceptance of a challenge, agreement of all Parties, or removal under paragraph 2.
2. The Council may remove an arbitrator who is prevented de jure or de facto from performing the functions of arbitrator, or who is not performing them in accordance with these Rules or within the time limits fixed, after inviting the arbitrator, the Parties and the other arbitrators to comment.
3. The Council may decide whether the original nomination procedure applies to the replacement. Once reconstituted, the Tribunal, after hearing the Parties, shall decide whether and to what extent prior proceedings are repeated.
4. After the closure of the proceedings, the Council may, after consulting the Parties and the remaining arbitrators and where permitted by the law applicable at the Seat, decide that the remaining arbitrators continue the arbitration instead of replacing the arbitrator who has been removed or has died.

Article 14 — Jurisdiction of the Arbitral Tribunal

1. The Tribunal has the power to rule on its own jurisdiction, including any objection regarding the existence, validity or scope of the arbitration agreement or whether all claims may be determined together. An arbitration agreement forming part of a contract is treated as independent of the other terms, and a decision that the contract is null or void does not by itself entail the invalidity of the arbitration agreement.
2. A plea that the Tribunal lacks jurisdiction shall be raised no later than the Response or, for a counterclaim, the reply to it; a plea that the Tribunal is exceeding its authority shall be raised as soon as the matter alleged to be beyond its authority arises. The Tribunal may admit a late plea if it considers the delay justified. The Tribunal may rule on such a plea as a preliminary question or in the final Award.
3. Where there is no Response, or a Party raises a plea under paragraph 1, the arbitration shall proceed unless, before the Tribunal is constituted, the Secretary General refers the matter to the Council. In that case the Council shall decide, on a *prima facie* basis, whether and to what extent the arbitration shall proceed, namely if an arbitration agreement under these Rules may exist and, in multi-party or multi-contract cases, whether the claims may be determined together. Such decision does not prejudice the Tribunal's jurisdiction, and any Party retains the right to apply to a competent court.
4. A Party that refuses or fails to participate does not prevent the arbitration from proceeding.

Article 15 — General Procedural Principles

1. The Tribunal shall act fairly and impartially, treat the Parties equally, and give each Party a reasonable opportunity to present its case. The Tribunal and the Parties shall conduct the arbitration in good faith, expeditiously and cost-effectively, having regard to the complexity and value of the dispute.
2. Subject to these Rules and the Parties' agreement, the Tribunal may conduct the arbitration as it considers appropriate. Parties undertake to comply with any order or direction of the Tribunal.
3. At the request of a Party, the Tribunal may decide, as early as practicable, that a claim or defence is manifestly without merit or manifestly outside its jurisdiction, after giving the other Party an opportunity to be heard.
4. The Tribunal shall not delegate its adjudicative functions. ICArb shall not interfere with the Tribunal's independent determination of the merits and of procedure, and the Tribunal shall act independently of ICArb in those matters.

Article 16 — Seat and Place of Arbitration

1. Unless the Parties have agreed otherwise, the Seat of the arbitration is Beirut, Republic of Lebanon. If the Parties have agreed on a different Seat, ICArb may administer the arbitration there, subject to the mandatory law of that place. If the Seat has not been agreed and Beirut is considered inappropriate, the Council shall decide.
2. The Seat is a legal concept. It determines the law governing the arbitral procedure, the courts having supervisory jurisdiction and the place where Awards are deemed made. It is distinct from (a) the physical location of any hearing, meeting or deliberation and (b) the place where ICArb, the Secretariat or the Council conduct their administration.
3. After consulting the Parties, the Tribunal may hold hearings, meetings and deliberations at any location it considers appropriate, or remotely, by videoconference or in hybrid form. Doing so does not change the Seat unless the Parties expressly so agree.
4. Any Award, order or decision of the Tribunal is deemed made at the Seat. Decisions of the Council and the Secretary General are deemed made in Beirut.

Article 17 — Language

1. The Parties may agree on the language(s) of the arbitration. Failing agreement, the Tribunal shall decide, having regard to the circumstances, in particular the language of the contract. The Secretariat may fix a provisional language for the purposes of administration before the Tribunal is constituted.
2. The Tribunal may order that documents be accompanied by translations, in whole or part. Interpretation costs form part of the costs of the arbitration, as provided in Annex I.

Article 18 — Applicable Law

1. The Tribunal shall apply the rules of law agreed by the Parties to the merits. Failing agreement, it shall apply the rules of law it determines to be appropriate. Any designation of the law of a State refers to its substantive law, not its conflict-of-laws rules, unless otherwise agreed.
2. The Tribunal shall decide in accordance with the terms of the contract and shall take into account applicable trade usages. It shall act as *amiable compositeur* or decide *ex aequo et bono* only if the Parties have expressly so agreed and the law applicable at the Seat permits it.

Article 19 — Conduct of Proceedings

1. Within 20 days of receiving the file, the Tribunal shall hold a case management conference ("CMC") with the Parties to discuss procedural measures, and shall thereafter issue a procedural timetable, which the Secretariat shall receive. The Tribunal may modify the timetable and hold further CMCs as it considers appropriate.
2. Procedural measures may include: bifurcation or phasing; limits on the length and number of submissions; the identification of issues; the form and extent of evidence; document production; the use of witness statements and experts; use of electronic filing, hearing bundles and platforms; early determination; and measures to promote settlement.
3. At the request of a Party or on its own initiative, the Tribunal may make orders protecting trade secrets, privileged and other confidential information, and may issue directions on data protection.
4. The Tribunal shall inform the Secretariat of the date by which it expects to submit its draft Award and shall report to ICArb on the status of the case on request.

Article 20 — Statements of Claim and Defence

1. Unless the Request already contains it, the Claimant shall submit its statement of claim within the time fixed by the Tribunal. It shall set out the facts, the legal grounds and the relief sought, with the principal documents relied upon.
2. The Respondent shall submit its statement of defence, and any counterclaim in the same form, within the time fixed. Further written submissions shall be permitted to the extent the Tribunal considers necessary.
3. A Party may amend or supplement its case unless the Tribunal considers it inappropriate having regard to delay, prejudice to other Parties or other circumstances, and subject to Article 6(2).

Article 21 — Evidence

1. Each Party bears the burden of proving the facts relied upon. The Tribunal shall determine the admissibility, relevance, materiality and weight of evidence and is not bound by rules of evidence of any national law.
2. The Tribunal may require a Party to produce documents or other evidence it considers relevant and material to the outcome, having regard to proportionality. In doing so it may take guidance from internationally recognised rules on the taking of evidence, including the IBA Rules on the Taking of Evidence in International Arbitration.
3. The Tribunal may draw such inferences as it considers appropriate from a Party's unjustified failure to produce evidence, to comply with an order, or to participate.

4. At any time the Tribunal may summon the Parties to provide additional evidence and may decide the case on documents alone if no Party requests a hearing.

Article 22 — Witnesses and Experts

1. Any person may be a witness, including a Party or its officers. The Tribunal may direct that witness evidence be given by written statements, and may regulate the examination of witnesses, in person or remotely, in the manner it considers appropriate. A witness shall not discuss the oral evidence with other witnesses before testifying, unless the Tribunal permits.
2. An expert report presented by a Party shall state the expert's qualifications, instructions, assumptions and methodology, contain a statement of independence and of the expert's duty to assist the Tribunal, and identify any use of automated tools in preparing it.
3. After consulting the Parties, the Tribunal may appoint one or more independent experts, define their terms of reference, and receive their reports. The Parties shall have the opportunity to comment and, on request, to examine the expert at a hearing. An advance for the expert's fees and expenses shall be fixed by the Tribunal and paid by the Parties as it directs; the Tribunal shall ensure payment before work begins.

Article 23 — Hearings

1. A hearing shall be held if a Party so requests or if the Tribunal so decides. The Tribunal shall give reasonable notice, normally not less than 15 days, of the date, time and means of each hearing.
2. Hearings are private. The Tribunal has full control of the hearing and may exclude any person who is not a Party, a representative, a witness, an expert, or necessary to the Tribunal or ICArb. Hearings may be held in person, remotely or in hybrid form under Article 28.
3. The Tribunal may arrange interpretation, transcription and recording. The Tribunal and the Parties shall cooperate in the efficient scheduling of hearings.
4. If a Party, duly notified and without sufficient cause, fails to appear or to present its case, the Tribunal may proceed with the arbitration and make an Award, provided it is satisfied that the Party was given proper notice and opportunity to be heard.

Article 24 — Documents and Electronic Evidence

1. Documents shall be submitted in electronic form, in searchable format where practicable, with an index and consistent numbering. Originals may be required if authenticity is disputed.
2. In disclosing electronic documents, Parties shall act proportionately and may be directed by the Tribunal to agree on custodians, search terms, formats and a protocol for data protection and privilege. Metadata shall be preserved when relevant.
3. The Tribunal may take measures to verify the authenticity and integrity of electronic evidence, including requiring forensic examination, and may disregard or give less weight to evidence whose provenance is not established.
4. Parties shall comply with applicable data protection and confidentiality obligations when exchanging and storing documents, and shall use secure transmission and storage methods.

Article 25 — Interim and Conservatory Measures

1. Unless the Parties have agreed otherwise, once the file has been transmitted, the Tribunal may at a Party's request order any interim or conservatory measure it considers appropriate, including to preserve the status quo, prevent imminent harm, preserve assets or evidence, or ensure the effectiveness of the Award.
2. The applicant shall satisfy the Tribunal that harm not adequately reparable by damages is likely to result if the measure is not granted and outweighs the harm to the other Party, and that there is a reasonable possibility of success on the merits. The Tribunal may require security, may modify, suspend or terminate a measure, and shall give reasons, in an order or an interim Award.
3. A request for interim measures addressed to a competent court or authority before or during the arbitration, or for the enforcement of a measure ordered by the Tribunal or an emergency arbitrator, is not incompatible with the arbitration agreement and is not a waiver. Any such application and any measures ordered shall be notified without delay to the Secretariat and the Tribunal. The Tribunal's and any court's powers are subject to the mandatory law applicable at the Seat.

Article 26 — Emergency Arbitrator and Emergency Measures

1. A Party that requires urgent interim or conservatory measures that cannot await the constitution of the Tribunal may apply to the Secretariat for the appointment of an emergency arbitrator. This Article applies only to Parties who are signatories to, or successors to, an arbitration agreement concluded after the entry into force of these Rules, unless the Parties have opted out in writing or the agreement is derived from a treaty or investment law, and does not apply after the file has been transmitted to the Tribunal.
2. The application shall be in writing, state the measures sought and the reasons for urgency, include the arbitration agreement and proof of payment of the emergency fee in Annex I, and be accompanied by a Request, or be followed by one within 10 days. If no Request follows, the emergency proceedings shall be terminated.
3. The Secretary General shall appoint the emergency arbitrator, normally within two business days of receipt of the application and the fee. The emergency arbitrator shall sign a statement under Article 11, and may be challenged within three days; the Council shall decide. The emergency arbitrator cannot sit on the Tribunal in the main arbitration unless the Parties agree.
4. The emergency arbitrator shall fix a timetable, normally within two days, ensure that each Party has a reasonable opportunity to be heard, and make a reasoned order, normally within 15 days of receipt of the file, which may be conditional on security. The emergency arbitrator may issue a preliminary order directing a Party not to frustrate the purpose of the application, to the extent permitted by the law applicable at the Seat.
5. The order binds the Parties, who undertake to comply with it, but not the Tribunal, which may modify, terminate or annul it, and decides any claim connected with the emergency proceedings, including costs. The order ceases to bind upon termination of the emergency proceedings, upon the Tribunal's final Award, on withdrawal of all claims, or if the Request is not filed in time.
6. The costs of the emergency proceedings shall be fixed in the order and allocated by the emergency arbitrator, subject to reallocation by the Tribunal. The Council may increase the fee in light of the work required. The emergency arbitrator's powers are subject to the mandatory law at the Seat, and ICArb does not warrant that an order can be enforced in any jurisdiction. This Article does not prevent resort

to a competent court.

Article 27 — Confidentiality

1. Unless the Parties agree otherwise in writing, the Parties, their representatives, witnesses, experts, arbitrators, any tribunal secretary, the emergency arbitrator, and ICArb and its staff shall keep confidential the existence of the arbitration, the pleadings, evidence, documents produced, hearings, the Tribunal's deliberations, orders and Awards, and any other material created for or disclosed in the arbitration, and shall use them solely for the purposes of the arbitration.
2. Disclosure is permitted only: (a) to the extent required by law, regulation or a competent court, tribunal or regulatory authority; (b) to protect or pursue a legal right or to enforce, annul or challenge an Award in court; (c) to professional advisers, insurers, auditors and funders bound by duties of confidentiality; (d) where the information is already in the public domain other than through breach; or (e) with the written consent of all Parties. A Party making a disclosure under (a) or (b) shall limit it to what is necessary and, where practicable, notify the other Parties in advance.
3. The deliberations of the Tribunal are confidential. The Council's work and the Secretariat's communications with the Tribunal are likewise confidential.
4. At the request of a Party, the Tribunal may make additional orders for the protection of confidential, commercially sensitive or privileged information, including arrangements for restricted access and the protection of information by external experts. The Tribunal may take a breach of this Article into account in its decisions on costs and procedure, without prejudice to other remedies.

Article 28 — Virtual Hearings, Digital Proceedings and Use of Artificial Intelligence

1. After consulting the Parties, the Tribunal may decide that any hearing, CMC or meeting be conducted wholly or partly by videoconference or other electronic means, having regard to fairness, the nature of the evidence, security, time zones and costs. The Tribunal may issue a protocol for remote hearings addressing identity verification, witness integrity, interpretation, recording, technical support and fall-back arrangements. A party may request an in-person hearing for good cause.
2. A virtual or hybrid hearing is deemed held at the Seat for purposes of the law of the arbitration. Each Party shall bear responsibility for the secure conduct of its own participants and shall not record the hearing without the Tribunal's authority.
3. *Use of artificial intelligence.* Parties, representatives, experts, witnesses and arbitrators may use artificial intelligence ("AI") tools, subject to this Article. In all cases:
 - (a) *Confidentiality.* Confidential, privileged, personal or commercially sensitive material from the arbitration shall not be input into an AI tool unless the user has satisfied itself that the tool secures confidentiality, does not retain or reuse the material for training or other purposes, and permits compliance with Article 27 and applicable data protection law.
 - (b) *Responsibility and verification.* The person submitting any material remains fully responsible for its accuracy, including quotations, citations, translations and factual statements, and shall verify AI-generated content independently. Submissions shall not rely on non-existent, altered or misattributed authorities or facts.
 - (c) *Evidence.* AI-generated, altered or enhanced material shall not be presented as authentic evidence without disclosure that it has been so generated, altered or enhanced and an explanation of the process.
 - (d) *Disclosure.* The Tribunal may, after consulting the Parties, direct disclosure of the use of AI tools where relevant to the integrity of evidence, submissions or the proceedings, and may issue directions or a protocol on AI use at any stage.
 - (e) *Arbitrators.* An arbitrator shall not delegate any decision-making function to AI, including the evaluation of evidence, the determination of facts or law, and the reasoning and disposition of the Award, each of which is the personal responsibility of the arbitrators. An arbitrator may use AI tools for support tasks such as administration, summarising and translation, provided that the arbitrator verifies the results and complies with sub-paragraph (a). The Tribunal shall inform the Parties of any use of AI tools that goes beyond ordinary administrative support and shall consider their comments.
 - (f) *ICArb.* ICArb may use AI tools in its administration, subject to Article 27, and shall not delegate any decision of the Council or the Secretary General to such tools.
 - (g) *Non-compliance.* The Tribunal may take non-compliance with this paragraph into account in assessing the weight of material, in costs and in procedural directions.

Article 29 — Expedited Arbitration

1. The Expedited Procedure in this Article applies if: (a) the Amount in Dispute at the date of the Request does not exceed US\$ 2,000,000 (including claims and counterclaims); or (b) the Parties have so agreed. It does not apply if the Parties have opted out in writing, or if the Council decides, after consulting the Parties, that it is inappropriate. The Council may at any time, after consulting the Parties and the Tribunal, decide that the Expedited Procedure shall cease to apply, in which case the Tribunal remains in place unless the Council considers it appropriate to replace it.
2. Notwithstanding the arbitration agreement, the Council shall normally appoint a sole arbitrator, after allowing the Parties a short period, set by the Secretariat, for joint nomination.
3. The Response shall be submitted within 20 days of receipt of the Request. The CMC shall be held within 10 days of receipt of the file. The Tribunal may limit the number, length and scope of written submissions and of witness and expert evidence, restrict or disallow document production, and decide the case on documents alone, or following a hearing, normally of not more than one day and normally held remotely.
4. The Tribunal shall submit its draft final Award for scrutiny within a period that enables it to render its final Award within six months of the CMC, subject to extension by the Secretary General on a reasoned request. Challenges of the arbitrator shall be submitted within seven days.
5. Joinder under Article 30 is permitted only before the Tribunal is constituted and with the consent of the Parties, and consolidation only with the agreement of all Parties.
6. The Expedited Procedure scale in Annex I applies. Costs are intended to be proportionate to the value and complexity of the dispute.

Article 30 — Joinder, Consolidation and Multi-Party Arbitration

1. *Consent.* Nothing in this Article permits a person to be joined to an arbitration, or claims to be determined together, without the consent of every person concerned. Consent may be express, may arise from an arbitration agreement under these Rules binding all concerned, or may be established as required by the law applicable at the Seat.
2. *Joinder.* A Party may request the joinder of an additional party by submitting a Request for Joinder to the Secretariat with the filing fee, containing the information required by Article 4(1) so far as applicable. The joinder request shall be made before the confirmation or appointment of any arbitrator. After that time, joinder requires the consent of the additional party, to the constitution of the Tribunal, and the decision of the Tribunal, taking into account jurisdiction, timing, conflicts of interest and fairness. The additional party has the same procedural rights as other Parties, and the Council may fix a different advance on costs.
3. *Multiple claimants and respondents.* Any Party may make claims against any other Party, subject to this Article and Article 6(2). The Tribunal shall ensure equal treatment of all Parties and shall take any measure appropriate to preserve the confidentiality of one Party's information from another Party where there is a conflict of interest between them.
4. *Multiple contracts.* Claims arising from or connected with more than one contract may be made in a single arbitration, whether or not made under one or more than one arbitration agreement, provided that the Council is *prima facie* satisfied that the arbitration agreements may be compatible and that all Parties may have agreed that those claims can be determined together.
5. *Consolidation.* At the request of a Party, the Council may consolidate two or more arbitrations pending under these Rules into one if: (a) the Parties have agreed; (b) all claims are made under the same arbitration agreement; or (c) the claims are made under different arbitration agreements, but the arbitrations are between the same Parties, the disputes arise from the same legal relationship, and the Council finds the agreements compatible. The Council may consider any relevant circumstances, including the stage of the arbitrations and whether any arbitrator has been confirmed or appointed in more than one. Arbitrations are normally consolidated into the first-commenced arbitration, unless otherwise agreed.
6. The Council's decisions under this Article do not prejudice the Tribunal's decision on jurisdiction or the admissibility or merits of any claim.

Article 31 — Settlement and Mediation

1. The Tribunal and the Parties may at any stage consider settlement or the use of mediation or other amicable dispute resolution. The Tribunal may, with the Parties' consent, adjust the timetable to facilitate it. An arbitrator shall not act as mediator in the same dispute without the written consent of all Parties.
2. If the Parties settle before the final Award, the Tribunal shall at their request terminate the proceedings by an order or, if the Parties so request and the Tribunal does not object, record the settlement in a consent Award, which shall have the same status as any other Award.
3. ICArb may make mediation services available under separate rules. Where a mediation under ICArb's rules precedes the arbitration, the Council may credit part of the administrative expenses of the mediation against the administrative expenses of the arbitration, as provided in Annex I.

Article 32 — Closure of Proceedings

1. As soon as practicable after the last hearing or the filing of the last authorised submission, whichever is later, the Tribunal shall declare the proceedings closed in respect of the matters to be decided in the Award and shall inform the Secretariat and the Parties of the date by which it expects to submit its draft Award.
2. After closure no further submission or evidence may be presented, unless the Tribunal authorises it or requests it. The Tribunal may reopen the proceedings before the Award is made if it considers it necessary.
3. The Secretary General shall fix, and may extend on reasoned request, the time limit for the final Award, taking into account the procedural timetable and the circumstances of the case.

Article 33 — Form and Effect of Award

1. Where there are three or more arbitrators, the Award shall be made by majority. Absent a majority, the president shall decide alone, unless the law applicable at the Seat provides otherwise. Parties may agree that the president may decide procedural questions alone.
2. The Award shall be in writing, state the reasons on which it is based unless the Parties have agreed that no reasons be given and the law applicable at the Seat permits it, state its date and the Seat, identify the Parties and the Tribunal, and contain a clear disposition of all claims decided, including interest, costs, and any directions for payment. The Tribunal may award simple or compound interest at such rate and for such period as it considers appropriate.
3. The Tribunal may make separate Awards on different issues at different times. The Award shall be signed by the arbitrators. If an arbitrator fails to sign, the Award shall state the reason, and, where the law at the Seat permits, the signatures of the majority suffice. The Tribunal may sign electronically or in counterparts, where permitted by the law at the Seat.
4. Before signing any Award other than a consent Award, the Tribunal shall submit it in draft to the Council. The Council may propose modifications as to its form and may draw the Tribunal's attention to substantive points, without affecting the Tribunal's freedom of decision, and shall consider, so far as practicable, formal compliance with these Rules and the requirements of mandatory law at the Seat. The Tribunal shall not sign the Award until the Council has approved it as to form. The Council's scrutiny is not a review of the merits, creates no liability for the Award, and does not make ICArb a party to any proceedings relating to it.
5. After the Award is made, the Secretariat shall notify the Parties of the Award in any manner permitted by applicable law, provided the costs of the arbitration fixed by the Council have been paid in full. Notification by the Secretariat is sufficient for the purposes of these Rules; the Tribunal and the Secretariat shall assist the Parties in complying with further formalities, such as deposit or registration, that may be required by law at the Seat or elsewhere.
6. The Award is final and binding on the Parties from notification. The Parties undertake to carry out the Award without delay and, to the extent such waiver can validly be made, waive any form of recourse. Rights of recourse that cannot be waived under mandatory law are unaffected. The Tribunal and ICArb shall act in the spirit of these Rules and make every reasonable effort to ensure that the Award is enforceable at law.

7. Certified copies of an Award shall be provided by the Secretary General to the Parties on request. ICArb shall retain an original of every Award in accordance with Article 40.

Article 34 — Correction, Interpretation and Additional Awards

1. Within 30 days of receipt of the Award, a Party may, by notice to the Secretariat and the other Parties, request that the Tribunal correct a clerical, computational or typographical error or similar error, interpret the Award, or make an additional Award on claims presented in the arbitration but not decided in the Award. The Tribunal may also correct such errors on its own initiative within 30 days of notification of the Award.

2. The Tribunal shall allow the other Parties a short time, normally not exceeding 30 days, to comment. It shall submit its decision in draft to the Council within 30 days of the expiry of that time, or such other time as the Secretary General fixes. The decision shall be in the form of an addendum, forming part of the Award, or an additional Award, and Article 33 shall apply.

3. The Secretary General may fix an advance on the additional costs of such a procedure, and may require payment before transmitting the request to the Tribunal. If a court remits an Award to the Tribunal, this Article and Article 33 apply to any resulting Award, and the Council may take measures to enable the Tribunal to comply with the remission.

Article 35 — Costs of the Arbitration

1. The costs of the arbitration comprise: (a) the fees and expenses of the arbitrators; (b) the ICArb administrative expenses; (c) the fees and expenses of any expert appointed by the Tribunal; (d) the fees and expenses of any emergency arbitrator; (e) the other expenses incurred by the Tribunal or ICArb in connection with the arbitration, such as hearing facilities, interpretation, transcription and technology; and (f) the reasonable legal and other costs incurred by the Parties for the arbitration.

2. The amounts of items (a) and (b) shall be fixed by the Council in accordance with Annex I, as in force on the date of commencement of the arbitration. The Parties and arbitrators shall not make separate fee arrangements. The amounts of costs in this Article, and in Articles 36 to 38, are exclusive of value added tax or similar taxes, which are the responsibility of the Party concerned.

3. The filing fee, set out in Annex I, is non-refundable and is credited against the Claimant's share of the advance on costs.

Article 36 — Arbitrators' Fees and Expenses

1. The Council alone fixes the arbitrators' fees. Fees are determined within the minimum and maximum amounts resulting from Annex I, or, where the Amount in Dispute is not stated, at the Council's discretion, and, in exceptional circumstances, at a higher or lower figure.

2. In fixing the fees the Council shall consider the diligence and efficiency of the Tribunal, the time spent, the complexity of the dispute, the speed of the proceedings, the quality of the Award and its submission within the time limits fixed.

3. Where there are three arbitrators, the Council shall fix the fees in the range set out in Annex I and, unless the Council is advised of a different agreed allocation, shall allocate the president normally 40% and each co-arbitrator normally 30%. Where an arbitrator has been replaced, the Council shall take account of the circumstances of the replacement and may reduce the fees of the replacement arbitrator by the amount of the fees of the replaced arbitrator.

4. If the proceedings end before a final Award, the Council shall fix the fees reflecting the stage reached. The Secretary General may authorise interim payments to arbitrators on account of fees, subject to the Council's final decision.

5. Arbitrators are entitled to reimbursement of reasonable expenses, including travel and accommodation, properly documented and in accordance with ICArb's expense guidelines. Expenses that are not within the guidelines or are unusually high shall be approved in advance by the Secretariat.

Article 37 — Advances on Costs

1. After receiving the Request, the Secretary General may request the Claimant to pay a provisional advance to cover the costs of the arbitration until the CMC, as specified in Annex I. This is credited against any advance on costs subsequently fixed.

2. The Secretary General shall fix the advance on costs, in an amount likely to cover the estimated arbitrators' fees, the ICArb administrative expenses and the expenses to be incurred in connection with the claims and counterclaims, having regard to the Amount in Dispute, the number of arbitrators, the complexity of the case, anticipated hearings and other circumstances, as provided in Annex I.

3. Unless the Secretary General decides otherwise, the Claimant and the Respondent shall each pay 50% of the advance on costs. Where there are counterclaims, the Secretary General may fix separate advances, to be paid by the Party that made the claim. Where there are multiple Parties, or claims between Parties, the Secretary General may fix advances payable in such proportions as he or she considers appropriate. The Secretary General may allow payment in instalments, and may accept a bank guarantee for amounts above the threshold in Annex I on conditions determined by the Secretariat.

4. A Party may pay the share of another Party, including to prevent suspension of the proceedings, without prejudice to its right to recover the amount in the allocation of costs. Payments should come directly from the Parties, but ICArb may accept third-party payments on satisfactory evidence of the relationship with the paying Party, and in any case a payment does not make the payer a party to the arbitration.

5. The advance may be revised at any time during the arbitration, in particular upon any change in the Amount in Dispute, additional claims, joinder, the Tribunal's estimate of its expenses, unexpected complexity, prolonged hearings or other developments, or if the advance is depleted. The Secretary General may request replenishment of the advance within a fixed time.

6. If a Party fails to pay its share within the time fixed, the Secretary General shall invite the other Parties to substitute for it. If the advance is not paid in full, the Secretary General may, after consulting the Tribunal, direct it to suspend its work and fix a time limit, normally not less than 15 days, after which the claims concerned are deemed withdrawn, without prejudice to the right to reintroduce them in other proceedings. A Party who objects may request the Council to decide within that time. The Tribunal shall in general proceed only in respect of claims for which the advance has been paid.

7. Advances do not bear interest for the Parties or the Tribunal. At the end of the arbitration, the Secretariat shall render a final accounting to the Parties and shall refund any balance in the proportions in which the advances were paid, unless otherwise provided by an Award.

8. Payments shall be made to the account designated by ICArb in the currency specified in Annex I, free of bank charges, in a manner permitted by the law applicable to ICArb and the payer.

Article 38 — ICArb Administrative Expenses

1. The Council shall fix the administrative expenses of each arbitration in accordance with the scale in Annex I or, where the Amount in Dispute is not stated, at its discretion. If the Parties have agreed on additional services, or in exceptional circumstances, the Council may fix the administrative expenses at a lower or higher amount, normally not exceeding the maximum in Annex I.
2. At any time, the Secretary General may fix a portion of the administrative expenses corresponding to the services already rendered, to be deducted from the advance paid.
3. The Secretary General may require payment of additional administrative expenses as a condition of holding an arbitration in abeyance at the request of the Parties, for any application under Article 34, or for additional services such as the extensive provision of hearing facilities, technology support or administration of a tribunal secretary.
4. If the arbitration ends before the final Award, the Council shall fix the administrative expenses taking into account the stage reached, but not less than the filing fee. Part of the administrative expenses is non-refundable in all cases.

Article 39 — Allocation of Costs

1. The final Award shall fix the costs of the arbitration, as determined by the Council, and decide which Party shall bear them, or in what proportion. The Tribunal shall also decide whether and to what extent a Party shall bear the reasonable legal and other costs incurred by another Party.
2. In allocating costs, the Tribunal may take into account the outcome, the conduct of the Parties, the extent to which each Party conducted the arbitration in an expeditious and cost-effective manner, the reasonableness of the amounts claimed and any other circumstances it considers relevant, including unjustified non-payment of advances.
3. If all claims are withdrawn or the arbitration ends before a final Award, the Council shall fix the costs of the arbitration. If the Parties have not agreed on their allocation, the Tribunal shall decide, or, if the Tribunal has not been constituted, any Party may request the Council to constitute the Tribunal for that purpose. In case of settlement, the costs shall be allocated according to the settlement, failing which the Tribunal shall decide.
4. Without prejudice to the allocation between the Parties, each Party is liable to ICArb for the advances and other costs requested from it under these Rules. Nothing in this Article limits the right of a Party that has paid more than its share to recover the excess from another Party in accordance with the Award.

Article 40 — Publication of Awards and Institutional Records

1. ICArb shall not publish an Award or any part of one, nor disclose the identity of the Parties, without the written consent of all Parties, subject to Article 27. ICArb may publish anonymised statistical information about its caseload, durations and costs, in aggregate form.
2. With the Parties' consent, ICArb may publish Awards in redacted or anonymised form for research or reference purposes.
3. ICArb shall retain Awards and decisions of the Council, and may retain correspondence, for as long as is necessary for recognition and enforcement, defence of legal claims, audit, regulatory compliance, and the improvement of its services, as determined by ICArb's retention policy and applicable law. Other documents submitted by the Parties may be destroyed after the case is closed unless a Party or an arbitrator requests their return within 30 days of notification of the final Award, or of the withdrawal of the claims, at its own cost.
4. The Secretary General may allow bona fide research of general interest into closed cases, on terms of confidentiality, but never of submissions or documents of the Parties.

Article 41 — Limitation of Liability

1. To the fullest extent permitted by the law applicable, none of ICArb, the Council and its members, the Secretary General and the Secretariat, the arbitrators, any emergency arbitrator, tribunal secretary or expert appointed by the Tribunal shall be liable to any person for any act or omission in connection with the arbitration, except where it is shown that the act or omission constituted intentional wrongdoing or gross negligence, or where liability cannot lawfully be excluded.
2. None of the persons named in paragraph 1 shall be a necessary or proper party in any court proceedings relating to the arbitration, and none shall be compelled to give evidence in them in respect of the arbitration, except where required by mandatory law. The Parties shall not seek to call any of them as a witness.

Article 42 — Waiver

A Party that proceeds with the arbitration without promptly raising an objection to a failure to comply with any provision of these Rules, any other rules applicable to the proceedings, any direction of the Tribunal, or any requirement under the arbitration agreement, is deemed to have waived its right to object, to the extent such waiver is permitted by the law applicable at the Seat.

Article 43 — Final Provisions

1. In all matters not expressly provided for in these Rules, the Council, the Secretary General and the Tribunal shall act in the spirit of these Rules and make every reasonable effort to ensure that any Award is enforceable at law.
2. ICArb may issue guidance notes, practice notes, forms and electronic filing procedures for the administration of cases, which shall not conflict with these Rules. The Council may amend these Rules and Annex I; amended Rules apply to arbitrations commenced after the amendment takes effect, and ICArb shall publish them. The fees in Annex I that are in force on the date of commencement of the arbitration shall apply.
3. The English text of these Rules is the original text. Translations into Arabic and French may be issued by ICArb for convenience and, in the event of discrepancy, the English text prevails.
4. Claims arising out of or in connection with ICArb's administration of an arbitration shall be governed by the laws of the Republic of Lebanon and submitted to the courts of Beirut, to the extent permitted by applicable law.
5. These Rules enter into force on and apply to arbitrations commenced on or after that date.

ANNEX I — ICArb COSTS AND FEES

Status: All amounts in this Annex are expressed in US dollars and constitute ICArb fees. This Annex applies to arbitrations commenced on or after the date of entry into force of the Rules.

A. Calculation of the Amount in Dispute

1. **Aggregation.** The Amount in Dispute is the total value of all claims, counterclaims and set-offs (to the extent they require the Tribunal to consider additional matters) made by all Parties, as stated in the Request, the Response and any later pleadings. Claims are aggregated; the value of a counterclaim is added to, and not set against, the value of the claim.

2. **Interest and ancillary claims.** Interest accruing up to the date of the Request is included if claimed as part of the principal sum; interest accruing afterwards, and claims for costs of the arbitration or of legal representation, are disregarded. Other ancillary claims (such as penalties or liquidated damages) are included at their stated amount.

3. **Unquantified and non-monetary claims.** Where a claim is not quantified, the Secretary General shall fix a provisional Amount in Dispute, having regard to the Parties' estimates, the contract and the nature of the relief, and, where a claim cannot be valued, shall fix the advance at his or her discretion. The Tribunal shall, at the CMC or as soon as practicable, request the Parties to quantify, and the advance shall be revised accordingly.

4. **Currency conversion.** Claims in a currency other than US dollars shall be converted at the rate published by a reputable financial source selected by the Secretariat on the date of receipt of the relevant Request, Response or pleading. Fees are fixed and payable in US dollars unless the Secretary General specifies another currency.

5. **Provisional valuation and revision.** The advance on costs is calculated on the provisional Amount in Dispute and shall be revised, upwards or downwards, upon any change in the Amount in Dispute, any new claim, joinder or consolidation, or when the Tribunal quantifies or varies a claim. In addition, the Secretary General may increase the advance where the arbitration proves more complex, longer or more costly than estimated, where hearings or the Tribunal's expenses exceed the allowance, where an expert or a further procedure is required, or where the advance is depleted. A reduction may be made where claims are withdrawn or reduced.

B. Scales

Administrative expenses and arbitrators' fees are calculated progressively: the percentage for each tranche of the Amount in Dispute is applied to that tranche only, and the results are added. The figures below are the cumulative amounts at the start of each tranche plus the stated percentage of the excess over the lower limit.

Amount in Dispute (US\$)	1. ICArb administrative expenses (US\$)	2. Arbitrator fee, per arbitrator — minimum (US\$)	3. Arbitrator fee, per arbitrator — maximum (US\$)
up to 50,000	3,500 (flat)	2,000 (flat)	14.00% of the amount
50,001 to 100,000	3,500 + 1.20% of amount over 50,000	2,000 + 2.00% of amount over 50,000	7,000 + 10.00% of amount over 50,000
100,001 to 250,000	4,100 + 1.90% of amount over 100,000	3,000 + 1.60% of amount over 100,000	12,000 + 6.50% of amount over 100,000
250,001 to 500,000	6,950 + 1.50% of amount over 250,000	5,400 + 1.20% of amount over 250,000	21,750 + 4.80% of amount over 250,000
500,001 to 1,000,000	10,700 + 1.10% of amount over 500,000	8,400 + 0.80% of amount over 500,000	33,750 + 3.20% of amount over 500,000
1,000,001 to 2,500,000	16,200 + 0.70% of amount over 1,000,000	12,400 + 0.50% of amount over 1,000,000	49,750 + 2.00% of amount over 1,000,000
2,500,001 to 5,000,000	26,700 + 0.40% of amount over 2,500,000	19,900 + 0.30% of amount over 2,500,000	79,750 + 1.20% of amount over 2,500,000
5,000,001 to 10,000,000	36,700 + 0.20% of amount over 5,000,000	27,400 + 0.16% of amount over 5,000,000	109,750 + 0.65% of amount over 5,000,000
10,000,001 to 25,000,000	46,700 + 0.080% of amount over 10,000,000	35,400 + 0.070% of amount over 10,000,000	142,250 + 0.30% of amount over 10,000,000
25,000,001 to 50,000,000	58,700 + 0.040% of amount over 25,000,000	45,900 + 0.040% of amount over 25,000,000	187,250 + 0.16% of amount over 25,000,000
50,000,001 to 100,000,000	68,700 + 0.020% of amount over 50,000,000	55,900 + 0.020% of amount over 50,000,000	227,250 + 0.080% of amount over 50,000,000
over 100,000,000	78,700 + 0.008% of amount over 100,000,000; maximum 100,000	65,900 + 0.008% of amount over 100,000,000	267,250 + 0.030% of amount over 100,000,000; maximum 600,000

Three arbitrators. Where the Tribunal consists of three arbitrators, the total fee range is 2.5 times the sole arbitrator range in column 2 and column 3, allocated under Article 36(3). The Council may, in exceptional circumstances, fix a different total.

C. Summary Table at Reference Amounts (US\$)

Amount in Dispute	ICArb Administrative Expenses	Sole Arbitrator Fee Range	Three-Arbitrator Fee Range (total)	Indicative total, sole arbitrator (min – max)
100,000	4,100	3,000 – 12,000	7,500 – 30,000	7,100 – 16,100
250,000	6,950	5,400 – 21,750	13,500 – 54,375	12,350 – 28,700
500,000	10,700	8,400 – 33,750	21,000 – 84,375	19,100 – 44,450
1,000,000	16,200	12,400 – 49,750	31,000 – 124,375	28,600 – 65,950
2,000,000	23,200	17,400 – 69,750	43,500 – 174,375	40,600 – 92,950
3,000,000	28,700	21,400 – 85,750	53,500 – 214,375	50,100 – 114,450
5,000,000	36,700	27,400 – 109,750	68,500 – 274,375	64,100 – 146,450
10,000,000	46,700	35,400 – 142,250	88,500 – 355,625	82,100 – 188,950
20,000,000	54,700	42,400 – 172,250	106,000 – 430,625	97,100 – 226,950
50,000,000	68,700	55,900 – 227,250	139,750 – 568,125	124,600 – 295,950
100,000,000	78,700	65,900 – 267,250	164,750 – 668,125	144,600 – 345,950
250,000,000	90,700	77,900 – 312,250	194,750 – 780,625	168,600 – 402,950
500,000,000	100,000	97,900 – 387,250	244,750 – 968,125	197,900 – 487,250

Figures are rounded to the nearest dollar and are exclusive of taxes and of expenses (Part E). If a figure differs from the formula in Part B, the formula prevails.

D. Other Amounts, Advances and Expedited Scale

- Filing fee.** US\$ 3,000 for each Request and each Request for Joinder; non-refundable; credited to the filer's share of the advance. The Secretary General may waive it in exceptional circumstances.
- Provisional advance (Article 37(1)).** Normally 40% of the administrative expenses plus 40% of the minimum arbitrator fees for the number of arbitrators, plus the Tribunal's expenses expected until the CMC. If the claim is not quantified it is fixed at the Secretary General's discretion.
- Advance on costs (Article 37(2)).** The sum of (a) the administrative expenses under Part B; (b) the estimated arbitrators' fees, normally the mid-point between the minimum and maximum for the number of arbitrators, adjusted for the circumstances; and (c) an allowance for expenses of the Tribunal and ICArb, normally 5% of (b) and, where an in-person hearing is anticipated, such greater amount as the Secretary General considers reasonable. If separate advances are fixed for claim and counterclaim, each is calculated on its own Amount in Dispute and the sum may not be less than the advance calculated on the aggregate.
- Bank guarantee threshold (Article 37(3)).** US\$ 250,000.
- Expedited Procedure (Article 29).** The administrative expenses are 90% of Part B, and arbitrator fees are 75% of the sole arbitrator scale, in each case for the Amount in Dispute; the Expedited Procedure ordinarily involves one arbitrator. Threshold: US\$ 2,000,000.
- Emergency arbitrator (Article 26).** US\$ 30,000, comprising US\$ 8,000 of administrative expenses (of which US\$ 3,000 is non-refundable) and US\$ 22,000 for the emergency arbitrator's fees and expenses, payable on application, and subject to increase by the Council.
- Additional administrative expenses.** The Secretary General may fix additional administrative expenses under Article 38(3), including abeyance, post-Award applications and additional services, in an amount reflecting the work involved.
- Mediation credit (Article 31(3)).** The Council may credit up to one half of administrative expenses paid for an ICArb mediation.
- Taxes.** Amounts in this Annex are exclusive of value added tax or other taxes, which may be added at the prevailing rate and are the responsibility of the Party concerned. Arbitrators' fees are exclusive of any tax payable on them, and recovery is a matter between the arbitrators and the Parties.
- Banking arrangements.** Payment instructions are those published by ICArb from time to time.

E. Expenses and Disbursements

Expenses are separate from fees and are paid from the advance on actual, reasonable and documented cost. They include: (a) **Tribunal travel and accommodation**, in accordance with ICArb's expense guidelines; (b) **hearing expenses**, including venue, catering, security and administrative support; (c) **expert expenses**, including the fees and expenses of Tribunal-appointed experts, for which a separate advance is fixed by the Tribunal under Article 22(3); (d) **transcription and interpreting expenses**, including translation ordered by the Tribunal; (e) **technological and virtual hearing expenses**, including platform licences, technical support, and hearing bundles; and (f) other expenses reasonably incurred by the Tribunal or ICArb. Where ICArb provides its own facilities or platform, the Secretary General may charge a published rate. The Parties bear expenses jointly and severally as against ICArb and subject to allocation in the Award.

F. Revision of this Annex

The Council may revise the scales, the filing fee and other amounts in this Annex from time to time by publication. The Annex in force on the date of commencement of the arbitration applies to it.

ANNEX II — MODEL ARBITRATION CLAUSES**Standard clause.**

“Any dispute, controversy or claim arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be finally settled by arbitration administered by the International Council (ICArb) in accordance with the ICArb Arbitration Rules in force at the date of commencement of the arbitration.”

Optional provisions (select as appropriate; adapt to the contract and to the mandatory law applicable at the seat):

Number of arbitrators. *“The arbitral tribunal shall consist of [one arbitrator] [three arbitrators].”*

Seat. “The seat (legal place) of the arbitration shall be Beirut, Republic of Lebanon.” Where no seat is stated, Beirut is the default seat. Hearings may be held elsewhere or remotely without changing the seat.

Language. “The language of the arbitration shall be [English] [Arabic] [French].”

Governing law. “This contract and any non-contractual obligations arising out of or in connection with it shall be governed by the law of [].”

Expedited arbitration. “The parties agree that the Expedited Procedure in Article 29 of the ICArb Arbitration Rules shall apply, irrespective of the amount in dispute.” To exclude it: “The Expedited Procedure shall not apply.”

Confidentiality. “The parties shall keep the existence and content of the arbitration confidential in accordance with Article 27 of the ICArb Arbitration Rules, and agree that [additional undertakings].”

Emergency relief. “Article 26 (Emergency Arbitrator) of the ICArb Arbitration Rules shall apply.” To exclude it: “The parties agree that Article 26 shall not apply.”

Multi-tier clause. “The parties shall first attempt to settle the dispute by negotiation for [30] days after written notice before commencing arbitration.”