



**International Chamber of Commerce**

*The world business organization*

**International Court of Arbitration • Cour internationale d'arbitrage**

## **ICC ARBITRATION**

### **GENERAL**

Since its creation in 1923, the ICC International Court of Arbitration (the Court) has administered over 17 000 arbitration cases, more than one third of which were filed over the last decade. The Court is composed of members from some 90 different countries. It does not itself settle disputes but supervises the arbitration process from its inception to the rendering of an enforceable award. All ICC Awards are scrutinized by the ICC International Court of Arbitration.

ICC arbitration proceedings are conducted under the ICC Rules of Arbitration (the Rules), the current version of which became effective on 1 January 1998 (available at <http://www.iccarbitration.org>). Disputes are settled by one or more arbitrator(s) upon a Request for Arbitration made by the Claimant. Arbitrators are either nominated by the parties for confirmation or directly appointed by the Court.

Although Requests for Arbitration are submitted to the Court's Secretariat in Paris or in Hong Kong, ICC arbitrations can be held in any country or language.

There are no restrictions whatsoever in the ICC system as to nationality of parties and arbitrators, or place, language or law of arbitration. This accounts for the increasing number of nationalities now represented each year: in 2009, parties from 128 countries and independent territories were involved in ICC arbitration.

### **ICC REPRESENTATION IN YOUR COUNTRY**

Companies and organizations that are members of ICC belong to one of ICC's 92 National Committees. National Committees aim to be fully representative of the chief interests of their country's business community. Where no National Committee has yet been established, organizations and companies may join directly by application to the ICC International Secretariat.

When the Court is called upon to appoint an arbitrator, the appropriate National Committee is generally invited to make a proposal which, in most cases, is approved.

ICC's dispute resolution services are offered to the public at large. It is not necessary to be a member of ICC to refer matters to the Court.

**ICC International Court of Arbitration • Cour internationale d'arbitrage de la CCI**

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## **BRINGING A CASE BEFORE ICC: PRACTICAL CONSIDERATIONS**

While many Requests for ICC arbitration are very detailed and contain a full description of the case, others are less detailed. In any event, the purpose of a Request submitted under the ICC Rules of Arbitration is to set out the elements of the case so as **1)** to permit the constitution of the most appropriate Arbitral Tribunal and **2)** to allow the Respondent to set out its defence on the basis of the Request and attached documents.

As a rule, parties to ICC proceedings may present their cases alone, be represented by one or more persons of their choice (legal counsel, lawyer, solicitor, etc.), or participate in the proceedings jointly with their representative(s).

### ***A - Where to send the Request for Arbitration***

The Request for Arbitration (the Request) should be sent to:

- **The Secretariat of the International Court of Arbitration  
International Chamber of Commerce  
Headquarters  
38 cours Albert 1er  
75008 Paris, France**

Tel.: +33 1 49 53 28 78  
Fax: +33 1 49 53 29 33

or

- **Secretariat of the ICC International Court of Arbitration - Asia Office  
Suite 2, 12/F, Fairmont House  
8 Cotton Tree Drive  
Central  
Hong Kong**

Tel.: +852 3607 5600  
Fax: +852 2523 1619



### **B - Number of copies**

The Request and attached documents are supplied in as many copies as there are other parties (or addresses of notification), plus one for each arbitrator and one for the Secretariat (Article 3(1) of the Rules). For example, if there is one Respondent (with only one address of notification) and if the agreement provides for three arbitrators, five copies should be sent.

### **C - Content of the Request**

ICC does not require, or give official endorsement to, any standard form of Request for Arbitration under its Rules. This is to preserve the necessary flexibility and adaptability of ICC arbitration, which is international in scope. Article 4(3) of the Rules provides, however, that:

'The Request shall, *inter alia*, contain the following information:

- a) the name in full, description and address of each of the parties;
- b) a description of the nature and circumstances of the dispute giving rise to the claims;
- c) a statement of the relief sought, including, to the extent possible, an indication of any amount(s) claimed;
- d) the relevant agreements and, in particular, the arbitration agreement;
- e) all relevant particulars concerning the number of arbitrators and their choice in accordance with the provisions of Articles 8, 9 and 10, and any nomination of an arbitrator required thereby; and
- f) any comments as to the place of arbitration, the applicable rules of law and the language of the arbitration.'

**Under sub-paragraph e)** above, three possibilities should be envisaged:

**1.** Where the arbitration agreement provides for a *sole arbitrator*:

Parties may by agreement nominate an arbitrator for confirmation. In any case, Claimant may submit in the Request any particulars concerning the choice of the arbitrator.

**2.** Where the agreement provides for *three arbitrators*:

Claimant is encouraged to nominate an arbitrator in the Request, for confirmation.

**3.** Where the agreement provides for *one or more arbitrators*, or is *silent* or *unclear* as to the number of arbitrators:

Claimant should indicate a preference for either one or three arbitrators. If a panel of three arbitrators is being proposed, Claimant is encouraged at the outset to nominate an arbitrator for confirmation. The financial consequences of a panel of three should be borne in mind. Unless agreed upon by the parties, the *number of arbitrators* is fixed by the Court (Article 8 of the Rules).

Where there are multiple parties as Claimant and/or Respondent and where the dispute is to be referred to three arbitrators, in the absence of a joint nomination or agreement on a method of



appointment, the Court may appoint each member of the Arbitral Tribunal (Article 10 of the Rules).

**Under sub-paragraph f)** in the above-quoted list, parties should be aware that:

1. The *place of arbitration* is fixed by the Court unless agreed upon by the parties (Article 14 of the Rules);

2. The *applicable rules of law* are those which the Arbitral Tribunal determines to be appropriate, unless otherwise agreed by the parties (Article 17 of the Rules);

3. The *language(s) of arbitration* is (are) determined by the Arbitral Tribunal in the absence of an agreement by the parties (Article 16 of the Rules).

The parties' position and views on these issues may be included in the Request and the Answer, which may constitute an agreement on one or more of the issues. Failing agreement, the parties' comments will be considered by the Court or the Arbitral Tribunal in making their decision(s) on such issues.

#### **D - Registration fee**

Each Request for Arbitration must be accompanied by a non-refundable advance payment of **US\$ 3 000** on the administrative expenses (Appendix III, Article 1(1) of the ICC Rules of Arbitration). Payment should be made:

- by cheque made out to INTERNATIONAL CHAMBER OF COMMERCE

or

- by wire transfer according to the following instructions:

Beneficiary (*Account holder*): International Chamber of Commerce  
Address: 38 cours Albert 1<sup>er</sup>  
75008 Paris, France

Bank of Beneficiary: UBS SA  
Address: 35, rue des Noirettes  
P.O. Box 2600  
1211 Geneva 2, Switzerland

Account no.: 240-224534.61R



IBAN: CH06 0024 0240 2245 3461 R  
Swift Code (BIC): UBSWCHZH80A

Please indicate on your payment order the name of the party in the procedure on behalf of which this payment is being made.

### **E - Arbitration costs**

The costs of the arbitration include:

**1.** the fees and expenses of the arbitrators and the ICC administrative costs fixed by the Court in accordance with the scale found in Appendix III of the Rules.

For a US\$ 1 000 000 claim examined by a sole arbitrator, for instance, the amounts determined by the Court will normally be:

- administrative expenses: US\$ 21 715
- arbitrator's fees: between US\$ 14 627 and US\$ 64 130,  
average US\$39 378
- arbitrator's expenses (travel, accommodation, couriers, etc.)

The arbitrator's fees and expenses should be multiplied by three where a panel of three arbitrators is appointed. Pursuant to Article 31 of the Rules, the fees of the arbitrator(s) fixed by the Court may be higher or lower than those resulting from the application of the scale, if this appears to be necessary in special circumstances;

**2.** where applicable, the fees and expenses incurred in respect of any expertise ordered by the Arbitral Tribunal, as fixed by the latter (Appendix III, Article 1(11) of the Rules);

**3.** the reasonable legal and other costs incurred by the parties for the arbitration.

The final Award fixes the costs of the arbitration case and decides which of the parties shall bear them or in what proportion they shall be borne by the parties (Article 31(3) of the Rules).

An “arbitration costs calculator” is available at the Court Website <http://www.iccarbitration.org>, in the menu of the left under Tools, which can provide an evaluation of what the advance on costs fixed by the Court is likely to be. It is merely indicative, has no legal implications and should not be considered as necessarily reflecting the final arbitration fees and expenses. You can try with one or three arbitrators.

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