ICCA

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA DRAFTING SOURCEBOOK

FOR LOGISTICAL MATTERS IN PROCEDURAL ORDERS

SECOND EDITION

with the assistance of the
Permanent Court of Arbitration
Peace Palace, The Hague

The ICCA Reports No. 2

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COMMERCIAL ARBITRATION

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ICCA is pleased to present the ICCA Reports series in the hope that these occasional papers, prepared by ICCA interest groups and project groups, will stimulate discussion and debate

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The views expressed in the *ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders* are those of the Drafting Committee. The *Sourcebook* is the result of the collective efforts of the Drafting Committee and the views expressed are not attributable to any particular Drafting Committee member. The views expressed are not attributable to ICCA, its Governing Board or members. All Drafting Committee members served in their individual capacities.

About ICCA

ICCA is a worldwide nongovernmental organization (NGO) devoted to the use and improving the processes of arbitration, conciliation and other forms of resolving international disputes. Its activities include convening biennial international arbitration congresses; sponsoring authoritative dispute resolution publications (including the ICCA Yearbook Commercial Arbitration, International Handbook on Commercial Arbitration and ICCA Congress Series); and promoting the harmonization of arbitration and conciliation rules, laws and standards. ICCA has official status as an NGO recognized by the United Nations. See <www.arbitration-icca.org>.

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Preface to the Second Edition

The Kigali Special Edition of the *ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders* was successfully launched in Rwanda on 5 June 2025, and I am delighted now to share the finalised Second Edition of the *ICCA Drafting Sourcebook*.

In light of the publication of Spanish and Portuguese translations of the *ICCA Drafting Sourcebook*, timed to coincide with the XXVIIth ICCA Congress in Madrid (12-15 April 2026), ICCA has taken the opportunity to bring the Useful Resources Annex of all three language versions up to date in this Second Edition.

Kap-You (Kevin) Kim
Drafting Committee Chairman
April 2026

Preface to the Kigali Special Edition

Ten years after the publication of the original *ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders*, I am happy to share this preface to the Kigali Special Edition. The Kigali Special Edition has been produced for the ICCA-KIAC Conference taking place in Kigali, Rwanda, on 5 June 2025.

Revisiting the *ICCA Drafting Sourcebook* after a decade, we cannot help but be astounded by how much has changed in international arbitral procedure. Topics that did not appear in the first edition, such as artificial intelligence, disability accommodation, remote hearings, paperless proceedings and publication of commercial arbitration awards are now commonplace. The Drafting Committee hopes that you will find the new entries in the Kigali Special Edition, together with a revised Useful Resources Annex, to be of assistance as you sit down to prepare or review a draft procedural order.

While the world of arbitration has changed in many ways, the core of the *ICCA Drafting Sourcebook* remains the same: it is a collection of draft clauses dealing with logistical issues that frequently arise in international arbitration. The impetus behind creating the *Sourcebook* was to broaden access to language that can facilitate the smooth running of an arbitration but that often does not appear in laws or arbitral rules. The Kigali Special Edition of the *ICCA Drafting Sourcebook* offers pragmatic solutions that we invite you to consider, copy or adapt as your practice requires.

Kap-You (Kevin) Kim
Drafting Committee Chairman
June 2025

Foreword to the First Edition

Kap-You (Kevin) Kim
Drafting Committee Chairman

I am very pleased to introduce the *ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders* (the "*ICCA Sourcebook*").

The *ICCA Sourcebook* reflects countless hours of work by members of the ICCA Sourcebook Drafting Committee, representing regions from around the globe and arbitration practices of various sizes and shapes, who have, in turn, tapped their own network of practitioners to share and compile various views on the issues being considered.

The Committee's goal was both simple and challenging: to prepare a list of pragmatic solutions to common logistical issues that present themselves to parties and arbitrators who often have widely varying habits, preferences and levels of experience in international arbitration, without becoming dogmatic or rigid.

This *ICCA Sourcebook* is not intended as another "best practices" or "soft law" guide. Rather, it is an evolving work containing an amalgam of suggestions for parties and arbitrators to consider, and adapt, and even contribute their own ideas to.

This first edition addresses a wide range of issues, some as basic and practical as paper size, paragraph numbering, and presentation of translated documents. By prompting parties to consider such issues collectively with the arbitrator at the outset of an arbitration, the *ICCA Sourcebook*, it is hoped, can help smooth out and prevent avoidable bumps further down the procedural road. That said, the *ICCA Sourcebook* is not a complete template procedural order and is not intended to be. It is a collection of draft clauses dealing with logistical issues that frequently arise in international arbitrations. Some of these are issues that very few people have strong opinions about, but drafting the procedural orders dealing with them can nonetheless take up a lot of time.

This first edition of the *ICCA Sourcebook* is the beginning of our project. We will keep the online version (at <www.arbitration-icca.org>) updated with new language as we develop it, and as it is submitted to us. I would ask you please to consider sending us your own model clauses to bureau@arbitration-icca.org – we would be happy to credit you, or to let you remain anonymous if you wish.

I would like to thank you for taking the time to read our publication, to thank the members of the Drafting Committee for their hard work, and to thank ICCA for bringing the Drafting Committee together and giving us the opportunity to think about these issues and to learn from each other.

Please Read This First

The *ICCA Sourcebook* deals with logistical issues: matters that tend not to be addressed in arbitration laws or rules. You can copy from the clauses we have included if they work for your situation, or adapt them to fit your needs. They are written in language that can be copied straight into a procedural order.

Usually, practitioners get to know how logistical issues are dealt with by looking at procedural orders from earlier arbitrations. Some practitioners have much easier access to previously used procedural orders than do others. With that in mind, we are publishing these clauses with two aims.

The first aim is to save time: these clauses provide a starting point for practitioners tasked with preparing draft orders.

The second aim is to give less-experienced practitioners an idea of what to expect in an international arbitration proceeding: to familiarize them with the types of clauses they might see in a draft first procedural order from the arbitral tribunal or opposing counsel.

The drafting in the *ICCA Sourcebook* sets out approaches that have been used in international arbitration proceedings, but we do not claim that it represents the only way, or even the best way, to proceed.

You may not want to use the language that these clauses set out. You may have a way of dealing with an issue that works better in your situation. If that is the case, would you consider sending your drafting to bureau@arbitration-icca.org? This will be a living document, with options and new topics added over time. The electronic version of this document will be kept updated at <www.arbitration-icca.org>, so, if you are reading this in hard copy, please also refer to the website to see if something useful has been added.

We encourage you also to check the companion publication to the *ICCA Sourcebook*, the ICCA Checklist: First Procedural Order, which is a checklist of issues to consider including in a first procedural order in arbitral proceedings.

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ICCA Drafting Sourcebook
for Logistical Matters in Procedural Orders

A. General

The Useful Resources list at the end of the *Sourcebook* includes references to detailed material relevant to issues dealt with in this Section under the following headings: Artificial Intelligence, Cybersecurity, Data Protection, Disability Accommodation, Evidence, Paperless Proceedings/Use of Platforms, and Procedural Orders – General Logistical Matters.

1 Communications

1.1 Written communications shall be deemed to have been validly made when they have been submitted as follows:

> Parties: to the addresses of counsel set forth in Section [__] of [the Terms of Appointment/Procedural Order No. __];
>
> Tribunal: to the addresses set forth in Section [__] of [the Terms of Appointment/Procedural Order No. __] [including address of administrative secretary, if applicable];
>
> [Institution: to the address set forth in Section [__] of [the Terms of Appointment/Procedural Order No. __].].

In the event of any change by a party of its representatives or the contact details of any of its representatives, that change shall be noted promptly in writing to the arbitral tribunal [, /and] the other party [and the institution].

1.2 All communications from the arbitral tribunal to the parties shall be made by email [, by the presiding arbitrator/by the [administrative secretary/institution] on behalf of the arbitral tribunal]. As a general rule, the arbitral tribunal shall not provide confirmation copies by facsimile, mail or courier.

1.3 The parties shall acknowledge without undue delay receipt of any communication from the arbitral tribunal by reply email to the presiding arbitrator [and the institution]. It is sufficient to state in the email "Receipt confirmed". This rule also applies to communications from a party to the arbitral tribunal. In such case, [the presiding arbitrator/the institution] as well as the other party shall acknowledge receipt by reply email. Each party shall designate one representative to receive and send the confirmations in order to avoid duplication.

1.4 The parties shall send copies of correspondence between them to the arbitral tribunal [and to the institution] only if the correspondence pertains to a matter on which the arbitral tribunal [and/or the institution] is required to take action or of which it needs to be made aware.

1.5 The parties must not communicate with any member(s) of the arbitral tribunal on an *ex parte* basis and all statements, documents or other information supplied to the arbitral tribunal by one party shall simultaneously and by the same means be communicated to all tribunal members and parties [and to the institution].

2 Filing (Time Zones)

2.1 The deadline for filing written submissions shall be [time] in [time zone] on the date of the deadline.

3 Time Limits

3.1 Time limits are fixed and extended by the arbitral tribunal in appropriate circumstances as determined by the arbitral tribunal. [Short extensions may be agreed between the parties as long as they do not affect any subsequent time limits, and provided that the arbitral tribunal is informed before the original due date.]

3.2 The parties shall strictly comply with the time limits set by the arbitral tribunal. For any extension, a reasoned request shall be made promptly after the need for the extension arises and, in any event, before the date of expiration of the time limit.

4 Default

4.1 If one of the parties fails to observe a time limit or to adhere to the procedural rules as set forth in this Procedural Order or any subsequent Procedural Order or instruction from the arbitral tribunal without giving sufficient reasons for such default or non-compliance, the arbitral tribunal may disregard the factual allegations, denials and offers of evidence submitted in such manner, but is not bound to do so.

5 Unscheduled Applications and Submissions

5.1 Parties shall seek permission from the arbitral tribunal before submitting any unscheduled application or Submission.[1] When seeking permission, the parties shall submit a brief description of the matter to be addressed in the application or Submission but should not include any supporting documentation. If permission is granted for the unscheduled

1. See definition under Topic 12 below: "a 'Submission' is a pleading/memorial together with any accompanying witness statements, expert reports, exhibits and attachments."

application or Submission, the arbitral tribunal will inform the parties of the schedule to be followed.

6 Presence of Party Representatives

6.1 The arbitral tribunal encourages, and may request, the attendance of the parties in person or through an internal representative at any management conference, procedural meeting, or hearing.

7 IBA Rules on the Taking of Evidence in International Arbitration (the "IBA Rules of Evidence")

7.1 [*Option 1*] [In addition to the institutional, *ad hoc* or other rules chosen by the parties,] [t]he parties agree that the arbitration shall be conducted according to the IBA Rules of Evidence as current on the date of [this agreement/the commencement of the arbitration].[2]

7.2 [*Option 2*] [In addition to the institutional, *ad hoc* or other rules chosen by the parties,] [t]he parties agree that in determining any question regarding the taking of evidence, the arbitral tribunal [shall/may] refer to the IBA Rules of Evidence as current on the date of [this agreement/the commencement of the arbitration], as guidelines.

7.3 [*Option 3*] [In addition to the institutional, *ad hoc* or other rules chosen by the parties,] [t]he parties agree that [the hearing/document production/etc.] shall be conducted according to the relevant provisions of the IBA Rules of Evidence as current on the date of [this agreement/the commencement of the arbitration].

7.4 [*Option 4*] [In addition to the institutional, *ad hoc* or other rules chosen by the parties,] [t]he parties agree that in determining any question regarding [the hearing/document production/etc.], the arbitral tribunal [shall/may] refer to the relevant provisions of the IBA Rules of Evidence as current on the date of [this agreement/the commencement of the arbitration], as guidelines.

8 Electronic Case Management

8.1 Subject to the provisions of any applicable law or institutional, *ad hoc* or other rules chosen by the parties, the parties and the arbitral tribunal may agree that electronic case management will be employed during the arbitration, in which case they shall also agree on the electronic case management platform to be used and shall agree with the platform provider and each other the terms on which that platform shall be used.

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2. This formulation is proposed in the Foreword to the current (2020) edition of the IBA Rules on the Taking of Evidence in International Arbitration.

8.2 [If an electronic case management platform is to be used,] [t]he parties shall upload all pleadings, witness statements, expert reports, exhibits, and any other written or documentary evidence to [platform name] (the "platform") in searchable PDF or similarly accessible native format. Upon uploading materials, the parties shall also notify the other party and the arbitral tribunal by email.

8.3 [If an electronic case management platform is to be used,] [t]he arbitral tribunal shall upload all awards and procedural orders to the platform. Upon uploading materials, the arbitral tribunal shall notify the parties by email.

8.4 Unless otherwise directed by the arbitral tribunal, no paper copies of any materials will be required.

8.5 Upload of a document to the platform together with email notification to the other party and the arbitral tribunal will constitute effective service. In the event of a technical failure or other disruption to the platform, the parties shall promptly inform the arbitral tribunal and each other, and, if such an issue affects service of a document, make temporary arrangements for submission by email. The arbitral tribunal may issue supplementary directions in response to platform disruptions.

8.6 The parties shall maintain the data integrity and confidentiality of the platform. All data security and confidentiality measures stipulated by the platform [or [institution name]] are to be followed, and no unauthorized users are to be granted access.

8.7 At the conclusion of proceedings, the arbitral tribunal [or [institution name]] may provide instructions for archiving the case record in electronic form.

9 Cybersecurity and Data Protection

9.1 [Subject to the provisions of the applicable law or institutional, *ad hoc* or other rules chosen by the parties,] [t]he arbitral tribunal [, the institution] and the parties shall attempt to agree a cybersecurity and data protection protocol for the arbitration as early as possible.

9.2 Where the arbitral tribunal [, the institution] and the parties have agreed a cybersecurity and data protection protocol for the arbitration, any third party participating in or providing services with respect to the arbitration (including counsel, witnesses, experts, electronic case management platform providers, translators, interpreters and transcript providers) shall be required to agree to be bound by the terms of such protocol.

10 Use of Artificial Intelligence[3]

10.1 To the extent that the use of artificial intelligence in the arbitration by the arbitral tribunal, the parties and other participants is not regulated by the applicable law or institutional, *ad hoc* or other rules chosen by the parties, the tribunal and the parties shall discuss, as early as possible, whether to have regard to any published or other guidelines on the use of artificial intelligence in arbitration.

11 Disability Accommodation[4]

11.1 [*Option 1 ICC Guide on Disability Inclusion in International Arbitration and ADR language*] At any point during the proceedings, but ideally as soon as practicable, either party may advise the arbitral tribunal of a person who, by reason of disability, requires reasonable accommodation to facilitate their full participation in the arbitration, including site visits and oral hearings. In considering such requests, the arbitral tribunal will take account of the privacy rights of such persons against the unnecessary disclosure of their disability. For the purposes of this provision, disability means any physical or mental health condition that – without accommodation – would impair a person's ability to participate in work related to an arbitration.[5]

11.2 [*Option 2*] The parties shall advise the arbitral tribunal if there are any disability considerations amongst the parties, witnesses, counsel or other participants which need to be taken into account in establishing the procedure, including the hearing.

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3. At the time of writing, some organizations have produced guidelines on the use of artificial intelligence in arbitration proceedings and it is anticipated that more will follow. See Annex – Useful Resources for a list of references.
4. See also Topic 22, "Disability Accommodation – Hearing", below.
5. This formulation is proposed by the ICC Commission on Arbitration and ADR's ICC Guide on Disability Inclusion in International Arbitration and ADR (2023) at page 6. <https://iccwbo.org/news-publications/news/icc-releases-guide-for-disability-inclusion-in-international-arbitration-and-adr/>.

B. Written Phase of Proceedings

Since the first edition of the *Sourcebook* in 2015, prompted by efficiency and sustainability concerns, it has become common for parties to exchange and store written submissions electronically rather than as paper documents. This section of the *Sourcebook* now includes draft clauses covering the uploading of documents to an electronic case management platform or to a file transfer service, while retaining language referring to documents being exchanged by email and delivery of hard copies for situations in which that may be needed.

The Useful Resources list at the end of the *Sourcebook* includes references to detailed material relevant to the written phase of proceedings under the following headings: Artificial Intelligence, Cybersecurity, Data Protection, Disability Accommodation, Evidence, Paperless Proceedings/Use of Platforms, Procedural Orders – General Logistical Matters, and Sustainability.

12 Written Submissions[6]

Content of Written Submissions

12.1 In the context of these arbitral proceedings, a "Submission" is a pleading/memorial together with any accompanying witness statements, expert reports, exhibits and attachments.

12.2 The claimant shall submit with its Statement of Claim and the respondent shall submit with its Statement of Defense, respectively, all evidence and authorities on which they intend to rely in support of the factual and legal arguments contained therein, including witness statements, expert reports, and documentary and all other evidence in whatever form.

12.3 The claimant in its Reply and the respondent in its Rejoinder shall submit only such additional evidence as is necessary to respond to or rebut the matters raised in the other party's immediately preceding pleading/memorial or evidence, or additional evidence that was not previously available to it.

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6. Typically, in international arbitration proceedings, at the same time as filing its pleading/memorial, a party also provides all written evidence it seeks to put on record. This includes documents, written witness statements and, potentially, expert reports. Our proposed wording adopts this approach. However, it is also possible to postpone the submission of written witness statements, expert reports and/or documents until after the filing of pleadings/memorials. It is also possible not to use written witness statements or expert reports at all.

12.4 Each pleading/memorial shall also contain a (consolidated) chronology of all events mentioned in the narrative of the submitting party's pleadings/memorials and reference the paragraphs of the relevant pleadings/memorials and/or evidence.

12.5 [*Option in the event that evidence is to be provided later in the proceedings*] The parties shall submit their Statement of Claim and Statement of Defense without enclosing, at that stage, any evidence or authorities on which they intend to rely in support of the factual and legal arguments advanced therein. The parties shall not submit to the arbitral tribunal at this initial stage any witness statements, expert reports, or documentary evidence.

12.6 [*Option in the event that evidence is to be provided later in the proceedings*] With their Reply and Rejoinder, the parties shall then submit any evidence pertaining to facts that are disputed between the parties, including [witness statements, expert reports, and] documentary and all other evidence in whatever form.

Method of Exchanging Submissions

Option 1: where an electronic case management platform is used

12.7 [*Sub-option (a) – all uploading on due date*] On the due date, the submitting party shall upload its Submission to [platform name] (the "platform") in searchable PDF or similarly accessible native format. Upon uploading materials, the submitting party shall also notify the other party [, the institution] and the arbitral tribunal by email.

12.8 [*Sub-option (b) – exhibits and attachments uploaded on day after due date*] On the due date, the submitting party shall upload its pleading/memorial, witness statements and expert reports (without exhibits or attachments) to [platform name] (the "platform") in searchable PDF or similarly accessible native format. The following day, the submitting party shall upload the exhibits and attachments to its pleading/memorial, witness statements and expert reports to the platform in searchable PDF or similarly accessible native format. Upon uploading materials, the submitting party shall also notify the other party [, the institution] and the arbitral tribunal by email.

12.9 Unless otherwise directed by the arbitral tribunal, no paper copies of any materials will be required.

12.10 Upload of a document to the platform together with email notification to the other party [, the institution] and the arbitral tribunal will constitute effective service. In the event of a technical failure or other disruption to the platform, the parties shall promptly inform the arbitral tribunal [, the institution] and each other, and, if such an issue affects service of a document, make temporary arrangements for submission.

Option 2: where file transfer service is used

12.11 [*Sub-option (a) – all uploading on due date*] On the due date, the submitting party shall upload its Submission to [file transfer service name] in searchable PDF or similarly accessible native format. Documents shall be grouped together in folders by category (i.e., pleadings/memorials, fact exhibits, witness statements, expert reports, and legal authorities). Within each folder, documents shall be identified by their unique exhibit numbers as file names (i.e., C-1.pdf, C-2.pdf, etc.). Upon uploading materials, the submitting party shall also notify the other party [, the institution] and the arbitral tribunal by email, including a link to the uploaded materials.

12.12 [*Sub-option (b) – exhibits and attachments uploaded on day after due date*] On the due date, the submitting party shall upload its pleading/memorial, witness statements and expert reports (without exhibits or attachments) to [file transfer service name] in searchable PDF or similarly accessible native format. The following day, the submitting party shall upload the exhibits and attachments to its pleading/memorial, witness statements and expert reports to [file transfer service name] in searchable PDF or similarly accessible native format. Documents shall be grouped together in folders by category (i.e., pleadings/memorials, fact exhibits, witness statements, expert reports, and legal authorities). Within each folder, documents shall be identified by their unique exhibit numbers as file names (i.e., C-1.pdf, C-2.pdf, etc.). Upon uploading materials, the submitting party shall also notify the other party [, the institution] and the arbitral tribunal by email, including a link to the uploaded materials.

12.13 Unless otherwise directed by the arbitral tribunal, no paper copies of any materials will be required.

12.14 Upload of a document to [file transfer service name] together with email notification (including a link to the document) to the other party [, the institution] and the arbitral tribunal will constitute effective service. In the event of a technical failure or other disruption to the FTP Server, the parties shall promptly inform the arbitral tribunal [, the institution] and each other, and, if such an issue affects service of a document, make temporary arrangements for submission.

To be used with either Option 1 or Option 2, only if requested by arbitral tribunal

12.15 The following [business] day, the submitting party shall dispatch, by express courier, hard copies of its pleading/memorial, witness statements and expert reports (without exhibits or attachments) to each member of the arbitral tribunal.

Option 3: where email and hard copies are used

12.16 On the due date, the submitting party shall send its pleading/memorial, witness statements and expert reports (without exhibits or attachments) by email simultaneously to the other party [, the institution] and each member of the arbitral tribunal.

12.17 On the following [business] day, the submitting party shall dispatch, by express courier, [hard copies of the documents sent electronically as well as] all exhibits or attachments to the other party [, the institution] and each member of the arbitral tribunal.

12.18 In addition, the submitting party shall include, with each set of hard copies, electronic versions of all documents submitted by that party in paper format during the entire course of the proceedings, in searchable PDF or similarly accessible native format. The electronic documents shall be provided on a USB flash drive, or via a file transfer service download link or other convenient means of transmission. Documents shall be grouped together in folders by category (i.e., pleadings/memorials, fact exhibits, witness statements and expert reports, legal authorities). Within each folder, documents shall be identified by their unique exhibit numbers as file names (i.e., C-1.pdf, C-2.pdf, etc.).

Use of hyperlinks

12.19 Within any electronic version of a Submission, any references within the main pleading/memorial to documentary exhibits, witness statements, expert reports and legal authorities shall be hyperlinked. There is no need to create hyperlinks for references within exhibits, witness statements, expert reports or legal authorities.

13 Formatting

13.1 Each paragraph in every pleading/memorial shall be numbered in Arabic numerals.

13.2 All pleadings/memorials shall contain a table of contents that shows all headings down to the fifth level. [*Option 1*] [The parties shall adopt a suitable numbering scheme to identify the level of headings used in any pleadings/memorials.] [*Option 2*] [All pleadings/memorials shall use headings in the following format: 1st level "A., B., C., etc.", 2nd level "I., II., III., etc.", 3rd level "1., 2., 3., etc.", 4th level "a), b), c), etc." and 5th level "(i), (ii), (iii), etc.".]

13.3 Pleadings/memorials, witness statements and expert reports shall use font size [11 pt] and leave a margin on the right-hand side of the paper of [4 cm] and on the left-hand side of [2 cm].

13.4 [*Option in the event of hard-copy Submissions*] All hard copies of the Submissions[7] shall be filed in [A4/A5/US Letter] paper size. All Submissions shall be unbound, have [two/three] punch-holes and be contained in ring binders.[8] [Submissions on A5 paper may instead be spiral bound.] Individual documents within the Submissions shall not be stapled but shall be separated by tabbed dividers. Parties shall use double-sided printing.

13.5 [*Option in the event of hard-copy Submissions*] Binders must be of high quality such as to minimize damage to, or loss of, pages, and facilitate easy page-turning. When transported, the binders must be carefully packaged to prevent damage.

13.6 [*Option in the event of hard-copy Submissions*] All ring binders shall contain spine labels which provide the name(s) of the submitting law firm(s), the case number, the parties to the dispute, a description of contents (e.g., Reply, Witness Statements, or Exhibits) and the date of the Submission. The same information shall be included in the cover sheet of each binder. The cover sheet shall not contain any further information.

13.7 [*Option in the event of hard-copy Submissions*] Each party shall submit a (consolidated) table of contents of its ring binders. Each document shall be identified by its date, a description and the tab number.

14 Witness Statements

14.1 Subject to any contrary provision in any applicable law, rule, or ruling of the arbitral tribunal, any person [, including a party or an employee or representative of a party,] may provide a witness statement.

14.2 Each witness statement shall contain at least a photograph of the witness and the following as provided in Article 4(5) of the IBA Rules on the Taking of Evidence in International Arbitration (2020) ("IBA Rules on the Taking of Evidence (2020)"), namely:

(a) the full name and address of the witness, a statement regarding his or her present and past relationship (if any) with any of the Parties, and a description of his or her background, qualifications, training and experience, if such a description may be relevant to the dispute or to the contents of the statement;
(b) a full and detailed description of the facts, and the source of the witness's information as to those facts, sufficient to serve as that witness's evidence in the matter in dispute. Documents on which the witness relies that have not already been submitted shall be provided;

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7. See definition under Topic 12 above: "a 'Submission' is a pleading/memorial together with any accompanying witness statements, expert reports, exhibits and attachments."
8. In some jurisdictions, a common form of two-ring binder is referred to as a lever arch folder.

(c) a statement as to the language in which the Witness Statement was originally prepared and the language in which the witness anticipates giving testimony at the Evidentiary Hearing;
(d) an affirmation of the truth of the Witness Statement; and
(e) the signature of the witness and its date and place.[9]

14.3 Witness statements shall be numbered discretely from other documents and properly identified as such. Witness statements submitted by the Claimant shall begin with the letters "CWS" followed by the name of the witness (i.e., CWS-Picasso, CWS-Da Vinci, etc.); witness statements submitted by the Respondent shall begin with the letters "RWS" followed by the name of the witness (i.e., RWS-Rembrandt, RWS-Rubens, etc.) Any document referred to by a witness in their witness statement that is already in the record shall maintain the original reference and need not be submitted again. Any document to be exhibited with a witness statement shall be annexed thereto and referenced with numbers in Arabic starting at 001, prefaced by the reference of the pertinent witness statement as indicated above.

14.4 [*Option in the event that prior witness contacts are considered appropriate*] It shall not be improper for counsel to meet witnesses and potential witnesses to establish the facts and prepare the witness statements.[10]

14.5 [*Option in the event that prior witness contacts are considered inappropriate*] The parties shall indicate in their pleadings/memorials any witnesses that they invite the arbitral tribunal to call to provide evidence of specific facts. While it shall not be inappropriate for a party or its counsel to speak to any potential witnesses in order to establish the facts of the case, the parties shall refrain from discussing with any witnesses or potential witnesses the content of any testimony that they may be invited to give to the tribunal, from rehearsing their testimony, and from any other form of witness preparation. No written witness statements shall be submitted to the arbitral tribunal with the parties' Submissions.

15 Expert Reports

15.1 Each party may retain and submit to the arbitral tribunal the evidence of one or more experts.

15.2 Expert reports shall be accompanied by any documents or information upon which the experts rely, unless such documents or information have already been submitted with

9. The extract from Article 4(5) of the IBA Rules on the Taking of Evidence (2020) is reproduced by kind permission of the International Bar Association, London, UK, and is available at <https://www.ibanet.org/resources>.
10. If required, add qualification to preclude certain forms of contact with witnesses.

the parties' written Submissions,[11] in which case the documents shall be identified by the relevant document number.

15.3 Subject to any further orders that the arbitral tribunal may make in consultation with the parties, the provisions set out in relation to witnesses shall also apply to the evidence of experts.

15.4 [*Option for tribunal-appointed experts*] In any event, the arbitral tribunal shall be competent to appoint one or several experts, in consultation with the parties, should it consider that it would be assisted by the opinion of such experts in assessing questions of fact [or law].

16 Documentary Evidence and Legal Authorities

16.1 Exhibits and legal authorities shall be consecutively numbered throughout the proceedings. Exhibits submitted by the claimant shall begin with the letter "C" followed by the applicable number (i.e., C-1, C-2, etc.); exhibits submitted by the respondent shall begin with the letter "R" followed by the applicable number (i.e., R-1, R-2, etc.). Similarly, legal authorities submitted by the claimant shall begin with the letters "CLA" followed by the applicable number (i.e., CLA-1, CLA-2, etc.); legal authorities submitted by the respondent shall begin with the letters "RLA" followed by the applicable number (i.e., RLA-1, RLA-2, etc.).

16.2 The parties shall provide with each written Submission a full (consolidated) index of all exhibits and legal authorities. The index shall be organized in a table format setting forth the exhibit number in the first column; the date of the exhibit in the second column; a short description of the exhibit by type, author(s), recipient(s) and content (e.g., Email by X to Y dated … concerning …) in the third column; and the pleading/memorial, witness statement and/or expert report in which reference is made to the exhibit in the fourth column.

17 Document Translations

17.1 Documents submitted into evidence which have contents not in the language of the arbitration shall be accompanied by a translation into the language of the arbitration at the cost of the submitting party, subject to a final award on costs. The translation need not be prepared by a certified translator unless so required by the applicable rules or laws, or so ordered by the arbitral tribunal. [Machine-generated translations must be checked

11. For additional drafting regarding the content of expert reports, see Article 5 of the IBA Rules on the Taking of Evidence in International Arbitration (2020).

for accuracy and the identity of the person who performed the check provided with the translation.]

17.2 To the extent feasible, the translation must be in similar format to the original document, including: pagination; page layout; indentation; bullet and numbered lists; tables and charts; font and font variations such as size, bolding, italicization, underlining; complete heading/title etc. For witness statements and expert reports filed in another language, the translation of each page must be formatted as similarly as possible to the original page utilizing these protocols.

17.3 The translation shall be numbered identically to the original document, except that a reference to the language of translation shall be included (e.g., C-2-FR.pdf for a French translation of Exhibit C-2). Each page of the translation must be marked to indicate that it is a translation, for example by adding the annotation "[*Translation*]" in the upper left corner.

17.4 [*Option in the event that hard copy documents are used*] The translation must be presented in front of the original, with a colored sheet separating them.

17.5 If a party disputes the accuracy of a translation, the parties shall confer and try to come to an agreement on the translation. If the parties cannot agree, the arbitral tribunal shall decide on a manner of handling the disagreement. If the parties agree on a revised translation, the party that submitted the document shall make arrangements to replace the translation in whole or in the relevant part.

17.6 [*Option in the event that hard copy documents are used*] If the parties agree on a revised translation, the party that submitted the document shall make arrangements to replace the translation in whole or in the relevant part for all members of the arbitral tribunal, counsel for the other party and any others who require it.

17.7 [*Option 1: default position entire document*] A party shall, in principle, translate the entirety of any document or part of a document that is not in the language of the arbitration. A partial or excerpt translation may be submitted where, due to length or otherwise, the submitting party considers that the burden of translating outweighs the relevance and materiality of the excluded portions.

17.8 [*Option 2: default position excerpt*] A party may submit a partial or excerpt translation.

17.9 [*Option 3: to be used with paragraph 17.7 or 17.8, above*] If a partial or excerpt translation is submitted:

(i) the partial translation must provide sufficient context so as to not misrepresent or distort the document as a whole;

(ii) in principle, the entire original document must be submitted into evidence with the partial translation, except for reason of excessive length, lack of relevance or other good cause; and

(iii) the submitting party shall submit a complete or additional translation upon reasonable request by the other party or an order of the arbitral tribunal.

C. Preparing for the Hearing

Over the past decade, improved videoconferencing technology, the COVID-19 pandemic and concerns about the environmental impact of air travel have played their part in the increased use of remote hearings. As noted in Section B. "Written Phase of Proceedings", electronic exchange and storage of written submissions has also become more common (whether the hearing is to be in-person or remote). These factors are reflected in the draft clauses set out in this Section C.

The increased use of electronic case management platforms and videoconferencing platforms has led to a greater focus on data protection and cybersecurity, even though both are relevant concerns in any hearing type.

The draft clauses in this Section set out general language covering the use of remote hearing technology. However, much of the detail will depend on the specific technology currently in use and to be used in the future. Similarly, detailed provisions around data protection and cybersecurity will depend on the technology in use and the jurisdictions whose regulatory regimes are applicable to the arbitration participants (including third-party service providers). To keep the *Sourcebook* as generally applicable, and as evergreen, as possible, the issues are flagged at a high level.

The accommodation of disabilities is a topic that has received more attention in the world of arbitration in the past few years. The way in which accommodation may be made will depend on the specific situation, but we hope that the general language in this Section provides a useful starting point.

The Useful Resources list at the end of the *Sourcebook* includes references to detailed material relevant to the evidentiary hearing and preparation for it under the following headings: Artificial Intelligence, Cybersecurity, Data Protection, Disability Accommodation, Evidence, Paperless Proceedings/Use of Platforms, Procedural Orders – General Logistical Matters, Remote Hearings and Sustainability.

18 Pre-Hearing Deliberations of the Arbitral Tribunal

18.1 The members of the arbitral tribunal shall agree to meet [by videoconference/by telephone conference/in person] in advance of the hearing at a specified time and for a specified duration in order to examine the case file. Following this pre-hearing meeting, the arbitral tribunal shall notify the parties of those issues that it would like the parties to address at the hearing, without prejudice to the issues that the parties choose also to put forward.

19 Pre-Hearing Meeting

19.1 The [arbitral tribunal/institution] shall contact the parties at least [45] days prior to the hearing to review the logistical details and procedures for the hearing in preparation for the pre-hearing meeting.

19.2 No later than [14] days prior to the hearing, the arbitral tribunal shall hold a pre-hearing meeting with the parties [by videoconference/by telephone conference/in person] to confirm the logistical details and procedures for the hearing, including but not limited to (where applicable):

(i) logistical details related to the venue, including whether the hearing will take place in person, remotely or in a hybrid format;
(ii) arrangements for participants travelling to the venue, including whether parties' teams and the arbitral tribunal should arrange for reservations at different hotels and whether there are dietary or accessibility special needs;
(iii) necessary technical equipment and arrangements for testing;
(iv) persons attending the hearing for each party in person or remotely;
(v) procedure for requesting accommodation for disability on the part of any hearing participant;
(vi) hearing start and end times, with expected schedule of breaks;[12]
(vii) allocation of time to each party based on the chess-clock system or any other time-keeping system permitted by the arbitral tribunal;[13]
(viii) each party's expected order of presentation of its evidence, including whether the witnesses will be grouped by subject matter (e.g., fact witnesses, technical experts, legal experts, damages experts);
(ix) scope and manner of witness examination (e.g., tribunal-led (inquisitorial) or party-led (adversarial)), whether witness or expert conferencing is proposed;[14]
(x) sequestration of witnesses [and experts] giving evidence in person or remotely;
(xi) arrangements for interpretation,[15] transcription,[16] and/or technical support;[17]
(xii) arrangements to ensure that all hearing participants (including interpreters, court reporters and other third-party service providers) comply with applicable confidentiality, data protection and cybersecurity obligations;

12. See Topic 25, "Time Allocation and Chess Clock", below.
13. See Topic 25, "Time Allocation and Chess Clock", below.
14. Sometimes referred to as "hot-tubbing". See also paragraph 36.1, below.
15. To be discussed in the pre-hearing meeting if not already dealt with in an earlier procedural order as per Topic 30, "Interpretation of Oral Testimony", below.
16. To be discussed in pre-hearing meeting if not already dealt with in an earlier procedural order as per Topic 31, "Hearing Transcript", below.
17. See Topic 20, "Pre-Hearing Meeting: Additional Agenda Items for Remote Hearing", below.

(xiii) use of [electronic/hard-copy] hearing bundles and/or direct and cross-examination bundles;
(xiv) use of demonstrative exhibits at the hearing, including whether and, if so, when they will be shared with the other party prior to introduction to allow for an opportunity to object;
(xv) use of presentations at the hearing, including whether and, if so, when they will be shared with the other party prior to introduction to allow for an opportunity to object;
(xvi) possible list of questions from the arbitral tribunal, including for possible witness or expert conferencing;[18]
(xvii) possible preparation by the parties of an agreed chronology of the events giving rise to the dispute between them;
(xviii) any outstanding evidentiary objections;
(xix) post-hearing briefs;[19]
(xx) costs submissions;[20] and
(xxi) any other matters.

19.3 Each party shall notify the arbitral tribunal and other party at least [7] days prior to the meeting of its position with respect to these or any other procedural matters to be discussed at the meeting.

20 Pre-Hearing Meeting: Additional Agenda Items for Remote Hearing

20.1 Additional logistical details and procedures to be discussed at the pre-hearing meeting in advance of a remote hearing include:

(i) selection of an appropriate videoconferencing platform, if the remote hearing is not to be held using an electronic case management platform already in use for the proceeding;
(ii) possible retention of a third-party service provider to provide assistance in the conduct of the remote hearing;
(iii) support to address any technical problems arising during the remote hearing;
(iv) requirements such as individual breakout rooms for the arbitral tribunal, each party, witnesses, experts and interpreters;
(v) availability of multiple language channels if interpretation/translation required;
(vi) costs of the selected videoconferencing platform;
(vii) costs of third-party service providers and/or technical support;

18. See Topic 18, "Pre-Hearing Deliberations of the Arbitral Tribunal", above.
19. See Topic 42, "Post-Hearing Briefs", below.
20. See Topic 43, "Costs Submissions", below.

(viii) timing of and arrangements for a test session to ensure smooth functioning of the [electronic case management platform/videoconferencing platform] and all participants' ability to use it; and
(ix) backup plans in the event of technical problems during the remote hearing.

21 Specific Arrangements for Remote Hearing[21]

21.1 Prior to the remote hearing, the parties shall attempt to agree on an appropriate videoconferencing platform for the hearing if they have not already agreed to use an electronic case management platform for the hearing. Alongside the selection of the platform, the parties shall also attempt to reach agreement on whether it is necessary for the parties to retain a third-party service provider to provide assistance in the conduct of the remote hearing. In the absence of party agreement by [date], the arbitral tribunal will determine which platform to use, and whether engaging a third-party service provider for the conduct of the remote hearing is necessary. Irrespective of whether a third-party service provider is engaged, the parties shall ensure that the following facilities are available during the remote hearing:

(i) an operator will be available, at all times, during the remote hearing, to address any technical issues that may arise;
(ii) separate breakout rooms will be made available for the arbitral tribunal, each of the parties, individual witnesses and experts, and interpreters, as necessary;
(iii) if interpretation/translation is required, multiple language channels will be available.
(iv) if the parties so request, with the arbitral tribunal's permission, they will be entitled to have control of the videoconferencing platform.

21.2 If a third-party service provider is engaged, its employees shall agree to be bound by the same confidentiality rules as those to which the parties have agreed, and to applicable data protection and cybersecurity obligations.

21.3 The costs of providing the videoconferencing platform, third-party service provider and/or technical support for the remote hearing shall be shared equally between the parties in the first instance, subject to any later award of costs. Parties shall, after consultation with the arbitral tribunal, agree on any necessary arrangements and shall inform the tribunal of such arrangements at the pre-hearing meeting.

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21. The parties may consider including language about what arrangements would need to be made for a remote hearing from the outset, even if it is not certain whether the hearing will be conducted in person or remotely.

21.4 Prior to the hearing, the parties may provide the third-party service provider with all necessary material, as required, to facilitate the smooth conduct of the remote hearing.

21.5 At least [48] hours before the hearing is scheduled to begin, or any other time that the parties agree to, counsel representing both parties and the arbitral tribunal will conduct a "test session" to ensure that each participant is familiar with the videoconferencing platform and has access to the necessary technical equipment.

22 Disability Accommodation – Hearing[22]

22.1 Following the pre-hearing meeting, the parties shall advise the arbitral tribunal if there are any disability considerations amongst the parties, witnesses, counsel or other participants which need to be taken into account in establishing the procedure for the hearing.

23 Pre-Hearing Conference for Experts

23.1 The arbitral tribunal may order the party-appointed experts to meet [by videoconference/ by telephone conference/in person] to discuss issues in advance of the hearing, in order to identify points of agreement and narrow the dispute. In addition, the experts may convene during the evidentiary hearing.

23.2 If the arbitral tribunal makes such an order, the parties shall attempt to agree a protocol for such expert meetings, including whether counsel should be present, minutes should be taken, or a joint report should be prepared. In the absence of such agreement, the arbitral tribunal may order a protocol.

22. See also Topic 11, "Disability Accommodation", above.

D. The Hearing

As noted in the introduction to Section C. "Preparing for the Hearing", the use of remote hearings has increased with improvements to videoconferencing, the impact of the COVID-19 pandemic and concerns about the environmental impact of air travel. In addition, as noted in the introduction to Section B. "Written Phase of Proceedings", electronic exchange and storage of written submissions has also become more common, as has the use of electronic case management platforms in hearings (whether in-person or remote).

These factors, along with a greater focus on data protection and cybersecurity, are reflected in the draft clauses set out in this Section D.

The Useful Resources list at the end of the *Sourcebook* includes references to detailed material relevant to the evidentiary hearing under the following headings: Cybersecurity, Data Protection, Evidence, Paperless Proceedings/Use of Platforms, Procedural Orders – General Logistical Matters, Remote Hearings and Sustainability.

24 New Evidence

24.1 Parties must not use new evidence during the hearing without the prior approval of the arbitral tribunal.[23] All evidence presented during the hearing (i.e., evidence referenced in opening and closing PowerPoints) shall refer to the relevant exhibit number so that the other party can ascertain that the evidence is not new to the record. Demonstrative exhibits are permissible, as long as they rely solely upon documents in the record and are submitted to the arbitral tribunal and the other party [x] hours before they are expected to be deployed at the hearing.

25 Time Allocation and Chess Clock

25.1 Prior to the hearing, the parties shall attempt to agree on a schedule for the hearing days, including start and stop times, and lunch and coffee breaks, taking into account how many hours are to be devoted to the hearing each day. In the absence of party agreement by [date], the arbitral tribunal will decide on the schedule. Unless otherwise agreed, the chess-clock system shall be used to police the timing and shall be administered by the arbitral tribunal/institution.

25.2 [*Time allocation – Option 1*] Each party will have an equal amount of time to present its case.

23. The parties may consider building in an opportunity to submit new documents prior to the hearing.

25.3 [*Time allocation – Option 2*] The amount of time allocated to each party during the oral procedure shall be determined by the arbitral tribunal based upon the relevant factors, including the number of witnesses for each side.

25.4 The time spent by a party on opening, closing, direct (and re-direct) examination of its own witnesses/experts and the cross (and re-cross) examination of the other party's witnesses/experts is counted against that party's time. The time allocated to each party will also include (i) time for interpretation, if any, and (ii) time devoted to discussing and addressing any procedural objection raised by a party. The time spent by any witness/expert answering questions from the arbitral tribunal is not counted against any party's time. Any time lost due to technical issues not attributable to the conduct of a party is not counted against any party.

25.5 The parties may agree in advance the maximum time to be allocated for opening and closing statements (if any).

26 Hearing Bundles: Electronic[24]

26.1 If the tribunal so requests, an electronic hearing bundle – a compilation of the parties' pleadings/memorials, witness statements, documentary evidence, legal authorities and other selected materials – shall be prepared and provided to all parties and the arbitral tribunal [reasonably in advance of the hearing at which they are required/by [date]] by the means directed by the arbitral tribunal.

26.2 The documents in the electronic hearing bundle shall be in searchable PDF or similarly accessible native format and shall be indexed and hyperlinked. Documents shall be grouped together in folders by category (e.g., pleadings/memorials, fact exhibits, witness statements and expert reports, legal authorities). Within each folder, documents shall be identified by their unique names or exhibit numbers as file names (e.g., C-1.pdf, C-2.pdf, etc.).

26.3 The parties, in consultation with the arbitral tribunal (if necessary), shall discuss and try to agree on the contents, structure and preparation of the electronic hearing bundle.[25]

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24. When conducting a remote hearing, it is recommended that hearing bundles be provided in electronic format to all participants. Even when the hearing is in person, it may be desirable for environmental and other reasons to have an electronic hearing bundle rather than hard-copy hearing bundles, possible with one paper hearing bundle in the hearing room as a backup: see paragraph 26.5, below.
25. Often, the claimant will take a primary role in preparing the electronic hearing bundle and the respondent should cooperate so that the process is completed smoothly, efficiently and to mutual satisfaction.

26.4 [*Option 1 – no hard copies*] Unless otherwise directed by the arbitral tribunal, no paper copies of the electronic hearing bundle will be required.

26.5 [*Option 2 – one hard copy as back-up*] In the case of an in-person hearing, if the arbitral tribunal so requests, one hard-copy hearing bundle shall be made available for reference by witnesses and experts being questioned in the hearing room and as a back-up in case of technical problems.[26]

26.6 [*Option 3 – limited hard copies*] If the arbitral tribunal so requests, hard copies of selected pleadings/memorials, witness statements, expert reports, documentary evidence, legal authorities or other materials shall be prepared and provided [reasonably in advance of the hearing at which they are required/by [date]] to members of the arbitral tribunal and/or other hearing participants as directed by the arbitral tribunal.

27 Hearing Bundles: Hard Copies

27.1 If the tribunal so requests, hard-copy hearing bundles – compilations of the parties' pleadings/memorials, witness statements, expert reports, documentary evidence, legal authorities and other selected materials – shall be prepared and provided [reasonably in advance of the hearing at which they are required/by [date]].

27.2 Unless it is technically unfeasible or overly burdensome, the hearing bundles shall also be provided in searchable PDF or similarly accessible native format, which shall be indexed [and hyperlinked].

27.3 The parties, in consultation with the arbitral tribunal (if necessary), shall discuss and try to agree on the contents, structure and preparation of the hearing bundles.[27]

27.4 The bundles must be well organized in a logical structure suited to the particularities of the case and its documents, such as the following example:

(i) BUNDLE A: the parties' written pleadings/memorials, in chronological order.
(ii) BUNDLE B: the witness statements submitted by the parties, in sub-bundles for each party. Optionally, legal and technical expert reports may also be included in this bundle.

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26. For the organization and presentation of hard-copy bundles, see Topic 27, "Hearing Bundles: Hard Copies", below.
27. Often, the claimant will take a primary role in preparing the hearing bundles and the respondent should cooperate so that the process is completed smoothly, efficiently and to mutual satisfaction.

(iii) BUNDLE C: fact exhibits, presented in sub-bundles for each party, or combined into chronological or other order. If the exhibits are presented in a different order than that in which they were submitted, and thus renumbered, a cross-reference chart must be provided.

(iv) BUNDLE D: legal expert reports and legal authority exhibits, in sub-bundles for each party. Alternatively, legal expert reports may be included in Bundle B, in which case Bundle D would only contain legal authority exhibits.

(v) BUNDLE E: other expert reports, e.g., technical or quantum, with attendant exhibits, in sub-bundles for each party. Alternatively, the expert reports may be included in Bundle B, particularly if they have no exhibits or the exhibits have been included in Bundle C.

(vi) Optional bundles:

(1) If the exhibits are voluminous, the parties may also jointly agree on and prepare other bundles they deem to be helpful, such as a "Key Exhibits Bundle" or "Core Bundle".

(2) If there have been many procedural disputes and decisions, it may be helpful to prepare a bundle of procedural orders and procedure-related correspondence.[28]

If a bundle requires multiple binders, the binders shall be sub-numbered, e.g., BUNDLE A-1, BUNDLE A-2, etc.

27.5 Unless otherwise agreed or ordered by the arbitral tribunal, hearing bundles shall be provided in hard copy by the party preparing them in the following quantities:

(i) one set for each member of the arbitral tribunal and the administrative secretary, if any;

(ii) one set for the witness seat at the hearing for reference by witnesses and experts being questioned; and

(iii) two or more sets for use by opposing counsel, as may be agreed between counsel for the parties.

27.6 The party preparing the hearing bundles shall try to produce them in sizes preferred by the recipients, e.g., A4, A5 or US Letter, and print on both sides of each page to minimize bulk.

28. Parties may also want to bring to the hearing, in electronic form, copies of all other documents produced between the parties but not submitted as exhibits, for convenient reference.

27.7 The duplication of documents among the hearing bundles must be avoided, except to the extent that a "Key Exhibits Bundle"[29] is created.

27.8 Each bundle shall:

(i) have a cover page and spine clearly labeled with the case number, party names and binder number and contents, which must be color-coded by party;
(ii) include a contents list at the beginning;
(iii) use tabbed cardstock pages before each document to identify the document contents, e.g., exhibit number (in case exhibits are reordered and renumbered in Bundle C, then chronologically numbered tabs would be used in lieu of exhibit number tabs), pleading/memorial title, witness name, etc.; and
(iv) as a general rule, be organized with claimant's materials first, followed by respondent's, unless the contents dictate otherwise (e.g., if the parties agree to compile all exhibits in chronological order to form Bundle C).

27.9 When pagination is added to the hearing bundle by the parties, it must be inserted in the bottom right corner of each page, in square brackets.[30]

27.10 Hearing bundles must be presented in high-quality binders that minimize damage to or loss of pages and facilitate easy page-turning. When transported, the binders must be carefully packaged to prevent damage and timely delivered to the hearing venue or other location specified by each recipient.

28 Direct and Cross Bundles: Electronic

28.1 Before beginning any direct examination, a party may provide to its witness or expert a bundle in electronic format containing a copy of the witness's or expert's written testimony submitted during the proceedings and any other document to which the party intends to refer during the direct examination. The bundle must be made available to each member of the arbitral tribunal, to the administrative secretary (if any), to the other party, to the court reporter and to the interpreter (if any). [If the hearing is being conducted remotely, or the witness or expert is giving evidence remotely, the bundle shall be prepared and shared in the manner that is most convenient as directed by the arbitral tribunal.]

29. See paragraph 27.4(iv), above.
30. Hearing bundles must be paginated to enable the hearing participants to cite precisely to particular content and quickly locate it. This is particularly important for exhibits, which generally do not have consistent internal pagination.

28.2 Before beginning any cross-examination, a party may provide to the other party's witness or expert a bundle in electronic format containing documents to which the party intends to refer during its cross-examination of the witness or expert. The bundle must be made available to each member of the arbitral tribunal, to the administrative secretary (if any), to the other party, to the court reporter and to the interpreter (if any). [If the hearing is being conducted remotely, or the witness or expert is giving evidence remotely, the bundle shall be prepared and shared in the manner that is most convenient as directed by the arbitral tribunal.]

28.3 Prior to the hearing, the arbitral tribunal may order a party to prepare a hard-copy direct or cross bundle for one or more witnesses or experts, the contents of which shall be identical to the electronic direct or cross bundle for that witness or expert.

28.4 All documents in a direct or cross bundle shall be identified by using the exhibit numbers recorded over the course of the arbitration. If an exhibit is voluminous, an extract from it may be used, provided it is identified as an extract and gives sufficient context to avoid misrepresenting its meaning within the whole document.

28.5 Translations of exhibits used during cross-examination shall be provided to witnesses or experts who do not understand the original language of the document. The translation must be sufficient for the witness to understand its context.

29 Direct and Cross Bundles: Hard Copies

29.1 Before beginning any direct examination, a party may provide to its witness or expert a binder containing a clean copy of the witness's or expert's written testimony submitted during the proceedings and any other document to which the party intends to refer during the direct examination. A copy of the binder must be distributed to each member of the arbitral tribunal, to the administrative secretary (if any), to the other party, to the court reporter and to the interpreter (if any).

29.2 Before beginning any cross-examination, a party may submit to the other party's witness or expert a binder containing documents to which the party intends to refer during its cross-examination. A copy of the binder must be distributed to each member of the arbitral tribunal, to the administrative secretary (if any), to the other party, to the court reporter and to the interpreter (if any).

29.3 All documents in a direct or cross bundle shall be identified by using the exhibit numbers recorded over the course of the arbitration. If an exhibit is voluminous, an extract from it may be used, provided it is identified as an extract and gives sufficient context to avoid misrepresenting its meaning within the whole document.

29.4 Translations of exhibits used during cross-examination shall be provided to witnesses or experts who do not understand the original language of the document. The translation must be sufficient for the witness to understand its context.

30 Interpretation of Oral Testimony

30.1 Witnesses and experts who are to give oral evidence in a language other than the language of the arbitration shall be assisted by an interpreter retained by the parties jointly or by the party presenting the witness or expert.

30.2 Parties may retain any competent interpreter[31] [without regard to licensing or certification] unless otherwise required by applicable rules or by order of the arbitral tribunal.

30.3 Parties may retain an interpreter jointly or independently.

(i) In the case of jointly retained interpreters, the costs shall be shared by the parties, subject to a final award on costs. In the case of independently retained interpreters, the retaining party shall bear the costs, subject to a final award on costs.

(ii) An independently retained interpreter may be present during a hearing to check the accuracy of the interpreter retained by the other party. [In addition, except to the extent restricted by applicable rules of ethics or other rules, independently retained interpreters may assist in preparations outside of the hearing, including simulated cross-examination sessions, in order to aid the interpreter in providing accurate interpretation at the hearing and to assist witnesses and experts in becoming familiar with the process of providing testimony with interpretation.]

30.4 Any interpreter appointed by either or both parties shall agree to be bound by the same confidentiality rules as those to which the parties have agreed, as well as any applicable data protection and cybersecurity obligations.

31. Parties should try to retain the best quality interpretation services available to aid the tribunal in understanding the interpreted testimony. Although interpretation services can be expensive, poor-quality interpretation can, in the longer term, be far more costly (both substantively and monetarily). Therefore, parties should retain interpreters who are skilled in providing accurate and natural interpretation in the environment of an arbitration hearing, whether in-person or remote, and who are able to handle the technical, legal or other terminology that will be used by the particular witnesses or experts they will interpret for.

30.5 The parties shall attempt to reach an agreement as to whether interpretation at the hearing will be consecutive,[32] simultaneous[33] or a hybrid.[34]

30.6 Parties may assist the interpreter(s) by providing an agreed list of important terms and names in advance of the hearing. They may also provide copies of any other materials submitted in the arbitration to assist the interpreter in becoming familiar with the case and therefore in providing more accurate interpretation.[35]

30.7 Objections to the accuracy of interpretation must be raised, in principle, promptly after the alleged error is made.[36]

31 Hearing Transcript

31.1 Unless the arbitral tribunal otherwise orders, the parties shall jointly engage a court reporter (transcriber).[37]

31.2 The court reporter shall agree to be bound by the same confidentiality rules as those to which the parties have agreed, as well as any applicable data protection or cybersecurity obligations.

31.3 The costs of provision of the transcript shall be shared equally between the parties in the first instance, subject to any later award on costs. Parties shall, after consultation with the arbitral tribunal, agree on any necessary arrangements and shall inform the tribunal of such arrangements at the pre-hearing meeting.

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32. In consecutive interpretation, the interpreter waits for a pause in the speaker's words – i.e., after a sentence or group of sentences – and then provides the interpretation while the speaker waits. This approach is more drawn out than simultaneous interpretation but is less costly on an hourly basis.
33. In simultaneous interpretation, rather than waiting for the speaker to reach a pause or finish his or her statement, the interpreter begins interpreting through an audio link in real time as the speaker is speaking. This approach is speedier, though not necessarily less expensive since interpreters with this skill charge higher rates and use additional equipment.
34. A third option is to use a hybrid approach, such as having simultaneous interpretation of the question, and consecutive interpretation of the answer.
35. If real-time transcription services are retained, access to the real-time transcript should be provided to the interpreter(s).
36. In order to check the accuracy of interpretation effectively, participants should be able to hear both the testimony (in the original language) and the interpretation. In the case of a remote hearing, this can be done through the use of multiple language channels on the platform. At a minimum, a recording of both the testimony and the interpretation should be available for the parties to check the accuracy. If neither a recording nor a transcript will be available, the use of consecutive, rather than simultaneous, interpretation may facilitate real-time checking.
37. Unless required by the applicable law or rules, or otherwise ordered by the arbitral tribunal, the court reporter need not be qualified to act as a court reporter in the courts of any State.

31.4 Prior to the hearing, the parties may provide the court reporter with all, or a selection of, written Submissions to facilitate accurate transcription during the hearing.

31.5 Unless the arbitral tribunal has made another arrangement for recording the hearing,[38] the court reporter shall make an audio recording of the hearing, including the original and interpreted versions of all witness testimony, in order to help the arbitral tribunal decide on requests to correct the transcript. The court reporter shall make this audio recording available to the arbitral tribunal on request.

31.6 [*Option for daily transcript*] Unless otherwise agreed by the parties and upon consent of the arbitral tribunal, the court reporter shall email the transcript to the parties and the arbitral tribunal on a daily basis.

31.7 [*Option for real-time transcript*] Unless otherwise agreed by the parties and upon consent of the arbitral tribunal, real-time transcript shall be made at the hearing and made available to the parties and arbitral tribunal and, while they are testifying, to witnesses requiring interpretation. The court reporter shall provide an electronic copy of the transcript to the arbitral tribunal and the parties on a daily basis.

31.8 Any party proposing corrections to the transcript shall notify the other party and arbitral tribunal no later than [10] days after the transcript has been received by the parties. All agreed corrections shall be in the form of an errata sheet, showing the original transcription and agreed corrections. Any remaining disputes over the proposed corrections will be decided by the arbitral tribunal. The arbitral tribunal may correct the transcript on its own initiative.

32 Recording

32.1 The parties agree that unless explicit permission is granted by the arbitral tribunal in advance, no participant may record any part of the hearing.[39] If the arbitral tribunal intends to record any part of the hearing, it may do so, provided it alerts the parties that it intends to do so.

32.2 [*Only applicable to remote hearing*] If the electronic case management platform or the videoconferencing platform or the third-party service provider assisting in the conduct of the hearing provides the facility for the parties to record the audio/visual content of the hearing, this facility may only be utilized after the agreement of the parties, and the provision of consent by the arbitral tribunal.

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38. For example, in the case of a remote hearing, through an electronic case management platform or videoconferencing platform.
39. For audio recording made by a court reporter, see paragraph 31.5, above.

33 Appearance of Witnesses and Experts at the Hearing[40]

33.1 Prior to the hearing, by [date], the parties shall notify the tribunal of the witnesses and experts (who have filed written statements and expert reports) whom the parties intend to cross-examine.

33.2 [*Option for calling witnesses of the other party only*] Each party shall identify [by date] the witnesses and experts of the other party whom it intends to cross-examine; those not named by the other party will not appear at the hearing unless called by the arbitral tribunal.

33.3 [*Option for calling own witnesses as well as witnesses of the other party*] Each party shall identify the witnesses and experts of the other party whom it intends to cross-examine; a witness or expert not called by the other party can still be called up by the arbitral tribunal or by the party putting up that witness or expert.

33.4 [*Alternative wording in the event of witness examination led by the arbitral tribunal*] Prior to the hearing, the parties shall inform the arbitral tribunal of the witnesses and experts whose appearance at the hearing they would consider useful. The arbitral tribunal shall then notify the parties of the witnesses and experts whom the arbitral tribunal calls for examination.

33.5 Any witness who submits written testimony in support of a party's case shall appear for examination by the other party or the arbitral tribunal, should he or she be called upon to do so.

33.6 [*Effect of witness's failure to appear – Option 1*] The prior testimony of a witness or expert who does not appear is set aside, absent extraordinary circumstances and/or a showing of good cause.

33.7 [*Effect of witness's failure to appear – Option 2*] In the event that a party does not make a witness or expert available, the requesting party may apply for any additional ruling from the arbitral tribunal, including the setting aside of the prior testimony of that witness or expert, or the drawing of adverse inferences.

33.8 [*Examination by videoconference in an in-person hearing*] Where legally permissible, examination by videoconference may be permitted for justified reasons at the discretion of the arbitral tribunal. Any party may apply for permission for a particular witness or expert to appear by videoconference, stating the reasons why permission is sought

40. Paragraphs 33.1-33.3 assume a party-led process, while paragraph 33.4 assumes that witness examination is led by the arbitral tribunal.

and proposing a protocol for the examination. The parties shall ensure that the witness or expert testifies under the same conditions as he or she would in the physical hearing room, i.e., without conferring with anyone else during the testimony and having access to the relevant direct and cross bundles (if any) from the start of his or her direct and/or cross-examination.

33.9 [*Examination by videoconference – remote hearing*] Witnesses and experts shall give their evidence by videoconference in accordance with a protocol agreed by the parties or otherwise ordered by the arbitral tribunal. The parties shall ensure that the witness or expert testifies under the same conditions as he or she would in a physical hearing room, i.e., without conferring with anyone else during the testimony and having access to the relevant direct and cross bundles (if any) from the start of his or her direct and/or cross-examination.

34 Experts Appointed by the Arbitral Tribunal

34.1 The tribunal-appointed expert shall be present at the evidentiary hearing and available for questioning at that hearing, so long as any party or the arbitral tribunal requests such presence. The parties or the party-appointed experts may question the tribunal-appointed expert at the hearing. However, the scope of this questioning is limited to the issues covered in his or her expert report and parties' submissions including pleadings, witness statements, and party-appointed expert reports.

35 Party Communication with Witnesses and Experts

35.1 Once their testimonies have begun, witnesses and experts shall have no contact with the party who put them forward, or that party's lawyers, during any recesses or interruptions that may arise, until they have completed their testimony. The parties shall make their best efforts to start and finish the examination of a witness/expert on the same day.

36 Witness and Expert Conferencing

36.1 If witnesses address similar or identical issues in their witness statements, or experts address similar or identical issues in their expert reports, the arbitral tribunal may decide to examine such witnesses or experts jointly ("witness/expert conferencing") after cross-examination by the relevant counsel. Witness/expert conferencing[41] will involve questions from the arbitral tribunal to be answered by both witnesses/experts in the order in which the parties agree or, failing such agreement, the arbitral tribunal determines. [Counsel may put forward final questions related solely to the answers to the arbitral tribunal's questions.]

41. Sometimes referred to as "hot-tubbing".

37 Presence of Witnesses and Experts Before and After Testimony

37.1 The parties shall attempt to agree regarding whether witnesses and experts can [be present in the hearing room/access the virtual hearing room on the electronic case management platform or videoconferencing platform] when they are not testifying.

37.2 [*Option 1*] Fact witnesses and experts shall not be allowed [in the hearing room/to access the virtual hearing room on the electronic case management platform or videoconferencing platform] before giving their oral evidence.

37.3 [*Option 2*] Fact witnesses shall not be allowed [in the hearing room/to access the virtual hearing room on the electronic case management platform or videoconferencing platform] before giving their oral evidence.

37.4 [*Option 3*] Fact witnesses and experts shall not be allowed [in the hearing room/to access the virtual hearing room on the electronic case management platform or videoconferencing platform] before or after giving their oral evidence.

37.5 [*Exception for party representatives*] Notwithstanding the general rule, fact witnesses who are also party representatives shall be allowed [in the hearing room/to access the virtual hearing room on the electronic case management platform or videoconferencing platform] at any time. The identity of persons falling within this category should be agreed by the parties in advance of the hearing. The arbitral tribunal, using its discretion in view of the circumstances, may order such witnesses to undergo examination first or during the early stages of the hearing.

37.6 [*Exception where tribunal expressly permits*] Notwithstanding the general rule, witnesses or experts shall be allowed [in the hearing room/to access the virtual hearing room on the electronic case management platform or videoconferencing platform] at any time with the express permission of the arbitral tribunal upon request from a party.

38 Sequence of Witness and Expert Examinations

38.1 [*Option 1 – party-led witness examination*] Prior to the hearing, the parties may agree on the general sequence of witness and expert examinations. If no agreement is reached, the sequence will be:

(i) direct examination by the party putting forward the witness/expert in question;
(ii) cross-examination by the other party;
(iii) re-direct examination by the party putting forward the witness/expert;
(iv) re-cross examination (only where there has been a re-direct examination and in exceptional circumstances where authorized by the arbitral tribunal);

(v) if applicable, conferencing of witnesses/experts by the arbitral tribunal [, followed by questions from the parties solely related to the answers to questions from the arbitral tribunal].

38.2 [*Option 2 – witness examination led by the arbitral tribunal*] Unless the parties agree, prior to the hearing, on a different approach, the sequence of witness and expert examinations at the hearing shall be as follows:

(i) examination of the witness/expert by the arbitral tribunal;
(ii) if applicable, direct examination by the party putting forward the witness/expert in question;
(iii) if applicable, cross-examination by the other party;
(iv) further opportunities for re-direct examination by the party putting forward the witness/expert and re-cross examination as the arbitral tribunal may authorize.

38.3 Prior to the hearing, the parties shall try to agree to a specific sequence of witnesses and experts to be heard at the hearing. If the parties are unable to agree to a given sequence, the order proposed by each party shall be submitted to the arbitral tribunal for its consideration. If no agreement is reached, claimant's witnesses shall appear first, followed by respondent's witnesses, followed by claimant's experts, followed by respondent's experts.

38.4 The parties may agree or the arbitral tribunal may order scheduling of the witnesses and experts for examination by issue or phase, so that each topic is dealt with discretely.[42]

38.5 The arbitral tribunal may at any stage put further questions to the witness/expert.

39 Testimony of Co-signing Experts

39.1 [*Option 1*] If two or more experts have authored a report jointly, they shall be jointly and simultaneously cross-examined. If the experts have identified in their joint report that one of them is responsible only for a selected part of the report, then he or she shall only be cross-examined on that part of the report.[43]

39.2 [*Option 2*] In the event that two or more experts have jointly authored a report, the primary author may be called for cross-examination to answer questions regarding the entirety of the report. In the event that the primary author is not competent to testify as

42. This sequence is helpful for arbitrations organized into separate issues or phases (such as jurisdiction, liability and damages, or technical and legal issues).
43. When experts submit joint reports, parties sometimes require them to attribute specific sections to specific experts and each expert is then required to testify on his or her own section(s) at the hearing.

to the entirety of the report, the party shall so inform the other party by [date], and indicate with particularity (i.e., with reference to specific sections and/or paragraphs) which sections of the report each co-author is competent to address. The other party may then decide to call one or both authors to be cross-examined with respect to the portions of the report for which they are responsible.

39.3 [*Option 3*] If two or more experts have authored a report jointly, they shall be separately cross-examined.

40 Scope of Examinations[44]

40.1 [*Direct examination*] The party presenting the witness or expert may conduct a brief direct examination limited to introducing the witness or expert, confirming the written testimony or report and identifying any corrections that such witness or expert might wish to make.

40.2 [*Option for more extensive direct examination*] In addition, the party presenting the witness or expert may conduct a brief direct examination [, of a maximum of [x] minutes,] as agreed by the parties or determined by the tribunal solely on matters covered by the witness statement or expert report. Such direct examination may not introduce new matters not already covered by the written statement or report, save in response to new matters raised after the last witness statement filed by that witness. In such a case, the other party's witnesses or experts may respond to the issues raised in direct examination related to such new matters.

40.3 [*Option for expert to summarize report*] [In addition/In lieu of direct examination], each expert may briefly (e.g., for up to 20 minutes) summarize or explain his or her expert report to the arbitral tribunal.

40.4 [*Cross-examination – Option 1*] The cross-examination may include any matter relevant to the arbitration.

40.5 [*Cross-examination – Option 2*] The scope of the cross-examination shall be limited to the content of the witness/expert's written statement, his/her credibility, any issues raised in direct examination and any question directly related to the dispute with which the witness had direct personal involvement.

40.6 [*Re-direct examination*] The scope of a re-direct examination will be determined solely based on the content of the other party's cross-examination, such that no questions may be asked on issues not raised in that cross-examination.

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44. The parties may consider limiting the scope of witness examination as provided under this heading.

40.7 [*Re-cross examination*] Re-cross examination should take place only in exceptional circumstances where authorized by the arbitral tribunal, and not in every instance where a witness/expert has had a re-direct examination. The scope of a re-cross examination shall be determined solely by the content of the other party's re-direct examination, such that no questions may be asked on issues not raised in that examination.

40.8 Notwithstanding any agreement between the parties regarding the scope of witness examination, each party shall have leave to apply to the arbitral tribunal to add to or limit the scope of examination.

41 Closing Statements

41.1 The parties may agree to have oral closing statements in addition to, or in lieu of, post-hearing briefs.

41.2 The parties may agree to a maximum length for closing statements or they may agree to use any remaining time under the chess clock.

E. The Post-Hearing Phase

The Useful Resources list at the end of the *Sourcebook* includes references to detailed material relevant to the post-hearing phase of proceedings under the headings: Procedural Orders – General Logistical Matters and Transparency/Publication of Awards.

42 Post-Hearing Briefs

42.1 [*Option 1 – where decision to order post-hearing briefs is made before hearing*] The parties shall submit simultaneous post-hearing briefs on [date], with the length to be decided by the arbitral tribunal following consultation with the parties [before/during] the hearing. The parties shall submit simultaneous reply post-hearing briefs on [date], with the length to be decided by the arbitral tribunal following consultation with the parties [before/during] the hearing.

42.2 [*Option 2 – where decision whether to order post-hearing briefs is left until the hearing*] [The parties shall determine the necessity of post-hearing briefs at the close of the hearing, with the length, deadline and number of rounds to be decided by the arbitral tribunal following consultation with the parties] [The arbitral tribunal, following consultation with the parties, shall determine the necessity for any post-hearing briefs as well as the length, deadline, and number of rounds].[45]

42.3 The scope of the post-hearing briefs shall be limited to the issues that arose during the hearing and the parties shall not reiterate what has already been said in their pleadings. In addition, the arbitral tribunal [shall/may] indicate specific topics upon which it would like the parties to comment.

43 Costs Submissions

43.1 [*Option 1 – included in post-hearing briefs*] The post-hearing briefs shall contain the parties' costs submissions, which should set out the legal fees and related expenses incurred by the submitting party [with supporting documentation]. In its costs submission, each party shall include its legal arguments on entitlement to costs and its method for allocating the costs between the parties. The parties may submit simultaneous reply costs submissions on [date].

43.2 [*Option 2 – separate costs submissions*] The parties shall submit simultaneous costs submissions by [date]. Each costs submission should set out the legal fees and related expenses incurred by the submitting party [with supporting documentation], as well as its legal arguments on entitlement to costs and its method for allocating the costs between the parties. The parties may submit simultaneous reply costs submissions on [date].

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45. Oftentimes, the parties agree to a closing presentation in lieu of the post-hearing briefs.

44 Closing the Proceedings

44.1 The arbitral tribunal shall officially close the proceedings when it considers appropriate, following the last hearing or filing. The arbitral tribunal may in exceptional circumstances decide on its own initiative or upon application of the parties to reopen the proceedings at any time before the award is made.

45 Timing of Award

45.1 At the end of the hearing, the arbitral tribunal shall indicate to the parties the date by which it expects to issue its award.

46 Publication of Awards

46.1 [*Option 1*] The award(s) shall remain confidential and therefore not be published.

46.2 [*Option 2*] The award(s) [and/or any summary thereof] shall be published in accordance with the institutional, *ad hoc* or other rules chosen by the parties.

46.3 [*Option 3*] The parties consent to the partial publication of the award(s) in redacted format to protect sensitive and/or confidential information. The parties shall agree on the redactions [upon proposal by the institution]. If agreement cannot be reached, no publication shall occur.

46.4 [*Option 4*] The award(s) may be published if certain conditions, to be agreed upon jointly by the parties, are met, such as the expiration of a specific confidentiality period.

46.5 [*Option 5*] The parties consent to the publication of a summary of the award(s) [upon proposal by the institution], the terms of which summary shall be agreed by the parties. If agreement cannot be reached, no publication shall occur.

46.6 [*Option 6*] The parties consent to the full publication of the award(s).

46.7 [*Objection to inclusion of arbitrator's name*] If the award(s) [and/or any summary thereof] is/are to be published, the parties shall inform the arbitral tribunal, which may object to the inclusion of any arbitrator's name in the publication.

ANNEX

Useful Resources

BY TOPIC

Artificial Intelligence

American Arbitration Association – International Centre for Dispute Resolution ("AAA-ICDR")

AAAi Standards for Use of AI in Alternative Dispute Resolution (2025)

AAAiLab (web portal)

American Bar Association ("ABA") Standing Committee on Ethics and Professional Responsibility

Formal Opinion 512: Generative Artificial Intelligence Tools (2024)

Bar Council of England and Wales (The Information Technology Panel)

Considerations When Using ChatGPT or Any Other Generative AI Software Based on Large Language Models (updated November 2025)

Bryan Cave Leighton Paisner LLP ("BCLP")

Annual Arbitration Survey 2023: AI in IA The Rise of Machine Learning (2023)

Chartered Institute of Arbitrators ("Ciarb")

Guideline 15 Framework Guideline on the Use of Technology in International Arbitration (2021)

Guideline 16 Guidance Note on Remote Dispute Resolution Proceedings (2020)

Jus Mundi

Jus Mundi AI Hub

Silberstein-Loeb, Jonathan

"Arbitrators, Decision Making, and Generative AI", 41 ASA Bulletin (2023, Issue 4), pp. 831-840

Silicon Valley Arbitration and Mediation Center ("SVAMC")

SVAMC Guidelines on the Use of Artificial Intelligence in Arbitration (2024)

Stockholm Chamber of Commerce Arbitration Institute ("SCC")
SCC Guide: Guide to the Use of Artificial Intelligence in Cases Administered Under the SCC Rules (2024)

Supreme Court of the Republic of Singapore
Registrar's Circular No. 1 of 2024. Guide on the Use of Generative Artificial Intelligence Tools by Court Users

Vienna International Arbitration Centre ("VIAC")
VIAC Note on the Use of Artificial Intelligence in Arbitration Proceedings (2025)

Cybersecurity

American Arbitration Association – International Centre for Dispute Resolution ("AAA-ICDR")
AAA-ICDR Best Practices Guide for Maintaining Cybersecurity and Privacy

Chartered Institute of Arbitrators ("Ciarb")
Guideline 15 Framework Guideline on the Use of Technology in International Arbitration (2021)

Guideline 16 Guidance Note on Remote Dispute Resolution Proceedings (2020)

Debevoise & Plimpton
Debevoise Protocol to Promote Cybersecurity in International Arbitration

International Bar Association ("IBA") IBA Presidential Taskforce on Cybersecurity
Cybersecurity Guidelines (2018)

International Bar Association ("IBA") IBA Arb40 Subcommittee
Technology Resources for Arbitration Practitioners – Virtual Arbitrations (2019) (online collection)

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR
Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2022)

ICCA-NYC Bar-CPR Working Group on Cybersecurity in Arbitration
ICCA-NYC Bar-CPR Protocol on Cybersecurity in International Arbitration (ICCA Reports No. 6) (2022)

Swiss Arbitration Centre
Swiss Rules of International Arbitration Practice Note (October 2024)

Working Group on LegalTech Adoption in International Arbitration
Protocol for Online Case Management in International Arbitration (2020)

Data Protection

American Arbitration Association – International Centre for Dispute Resolution ("AAA-ICDR")
AAA-ICDR Best Practices Guide for Maintaining Cybersecurity and Privacy

Chartered Institute of Arbitrators ("Ciarb")
Guideline 15 Framework Guideline on the Use of Technology in International Arbitration (2021)

Guideline 16 Guidance Note on Remote Dispute Resolution Proceedings (2020)

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR
Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2022)

ICCA-IBA Joint Task Force on Data Protection in International Arbitration
ICCA-IBA Joint Task Force Roadmap to Data Protection in International Arbitration (ICCA Reports No. 7) (2022)

Rosenthal, David
"Complying with the General Data Protection Regulation (GDPR) in International Arbitration – Practical Guidance", 37 ASA Bulletin (2019, Issue 4), pp. 822-852

Swiss Arbitration Centre
Swiss Rules of International Arbitration Practice Note (October 2024)

Working Group on LegalTech Adoption in International Arbitration
Protocol for Online Case Management in International Arbitration (2020)

Disability Accommodation

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR
ICC Guide on Disability Inclusion in International Arbitration and ADR (2023)

London Court of International Arbitration ("LCIA")
LCIA Diversity, Equality and Inclusion Guidelines (December 2024)

Evidence

China International Economic and Trade Arbitration Commission ("CIETAC")
CIETAC Guidelines on Evidence (2024)

CPR Dispute Resolution
Protocol on Disclosure of Documents & Presentation of Witnesses in Commercial Arbitration (2021)

Duggal, Kabir and Rangachari, Rekha
"The Common Law Versus Civil Law Divide in International Arbitration: Prague Rules on the Taking of Evidence", 8 ACICA Review (August 2020, No. 2), pp. 17-19

International Bar Association ("IBA") Arbitration Committee
IBA Rules on the Taking of Evidence in International Arbitration (2020)

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR
Issues for Arbitrators to Consider Regarding Experts (2021)

Nordic Offshore and Maritime Arbitration Association ("NOMA")
NOMA Best Practice Guidelines (2025)

Gorjão Henriques, Duarte
"The Prague Rules: Competitor, Alternative or Addition to the IBA Rules on the Taking of Evidence in International Arbitration?", 36 ASA Bulletin (2018, Issue 2), pp. 351-363

Prague Rules Working Group
Rules on the Efficient Conduct of Proceedings in International Arbitration (Prague Rules) (2018)

Swiss Arbitration Association (ASA User Council)
"Taming the Beast": A Whitepaper on Document Production

Paperless Proceedings/Use of Platforms

Campaign for Greener Arbitrations
Green Protocol for Arbitral Proceedings

Model Green Procedural Order

Chartered Institute of Arbitrators ("Ciarb")

Guideline 15 Framework Guideline on the Use of Technology in International Arbitration (2021)

Guideline 16 Guidance Note on Remote Dispute Resolution Proceedings (2020)

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR

Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2022)

Stockholm Chamber of Commerce Arbitration Institute ("SCC")

SCC Platform: Guidelines for Parties and Arbitral Tribunals (revised 12 December 2025)

Guidelines for Arbitrators (2024)

SCC Ad Hoc Platform: Guidelines for Parties and Arbitral Tribunals (18 April 2023)

Vienna International Arbitration Centre ("VIAC")

VIAC Portal Guidelines for VIAC Proceedings (2021)

Working Group on LegalTech Adoption in International Arbitration

Protocol for Online Case Management in International Arbitration (2020)

Procedural Orders – General Logistical Matters

Australian Centre for International Commercial Arbitration ("ACICA")

ACICA Practices and Procedures Toolkit

Checklist for Preliminary Meeting and Procedural Orders

Chartered Institute of Arbitrators ("Ciarb")

Guideline 6 Managing Arbitrations and Procedural Orders

Debevoise & Plimpton

Debevoise International Arbitration Clause Handbook (2022 Edition) (includes Debevoise Efficiency Protocol (2018) and Debevoise Protocol to Promote Cybersecurity in International Arbitration)

German Institute for Arbitration ("DIS")

General Information on DIS Arbitration (2024)

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR
Facilitating Settlement in International Arbitration (2023)

Effective Conflict Management (2023)

Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2022)

Controlling Time and Costs in Arbitration, 2nd ed. (2018)

Effective Management of Arbitration – A Guide for In-House Counsel and Other Party Representatives (2017)

International Chamber of Commerce ("ICC") International Court of Arbitration
Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration (1 January 2021)

International Chamber of Commerce ("ICC") Institute of World Business Law
Dossier XX, Rethinking the Paradigms of International Arbitration (Bernardo M. Cremades, Patricia Peterson (eds)) (2023)

JAMS
JAMS Efficiency Guidelines for the Pre-Hearing Phase of International Arbitrations (Effective 1 February 2011)

Kaplan, Neil CBE QC SBS
"Innovating in Arbitration: Options for Greater Efficiency", Korean Arbitration Review (2019, Issue 10), pp. 10-19

Kim, Kap-You (Kevin)
"Looking Forward: Bringing Renewed Efficiency to the Arbitration Practice", Korean Arbitration Review (2022, Issue 13), pp. 4-11

London Court of International Arbitration ("LCIA")
Guidance Note for Parties and Arbitrators

Nordic Offshore and Maritime Arbitration Association ("NOMA")
NOMA Best Practice Guidelines (2025)

Prague Rules Working Group
Rules on the Efficient Conduct of Proceedings in International Arbitration (Prague Rules) (2018)

Queen Mary University of London and Pinsent Masons
Future of International Energy Arbitration Survey Report (2022)

Queen Mary University of London and White & Case
2021 International Arbitration Survey: Adapting Arbitration to a Changing World

2015 International Arbitration Survey: Improvements and Innovations in International Arbitration

Risse, Joerg
"Ten Drastic Proposals for Saving Time and Costs in Arbitral Proceedings", 29 Arbitration International (2013, Issue 3), pp. 453-466

Sabater, Anibal
"Optional Provisions for the Terms of Reference and Procedural Order No. 1", ICC Dispute Resolution Bulletin (2023, Issue 3), pp. 62-72

Savola, Hans Mikael (Mika)
"Procedural Order No. 1 – Trends and Practices", 41 ASA Bulletin (2023, Issue 4), pp. 783-804

Swiss Arbitration Association ("ASA")
The Arbitration Toolbox by ASA (including Sample Agenda and Checklist for the Organizational Conference; Agenda for the Pre-Hearing Conference; and Procedural Order No. 1 regarding Specific Procedural Rules)

Swiss Arbitration Centre
Swiss Rules of International Arbitration Practice Note (October 2024)

United Nations Commission on International Trade Law ("UNCITRAL")
UNCITRAL Notes on Organizing Arbitral Proceedings adopted in 2016 (with an additional note on early dismissal and preliminary determination adopted in 2023)

Vancouver International Arbitration Centre ("VanIAC")
Pre-Hearing Meeting Agenda Guideline

Vienna International Arbitration Centre ("VIAC"),
VIAC Explanatory Notes – A Secretariat's Guide (2022)

Welser, Irene and De Berti, Giovanni
"Best Practices in Arbitration: A Selection of Established and Possible Future Best Practice", in *Austrian Yearbook on International Arbitration 2010* (Klausegger,

Klein, Kremslehner, Petsche, Pitkowitz, Power, Welser and Zeiler (eds)), pp. 79-101

White & Case LLP and Queen Mary University of London School of International Arbitration
2012 International Arbitration Survey – Current and Preferred Practices in the Arbitral Process

Remote Hearings

American Arbitration Association – International Centre for Dispute Resolution ("AAA-ICDR")
Virtual Hearing Guide for Arbitrators and Parties Utilizing ZOOM

Campaign for Greener Arbitrations
Arbitration Tech and Virtual Hearing Toolkit

Carducci, Guido
"Remote or Virtual Arbitration Hearings as 'New Normal': Governing Law and Rules, Seat, Annulment, Recognition and Enforcement", 39 ASA Bulletin (2021, Issue 3), pp. 656-664

Centro Internacional e Iberoamericano de Arbitraje de Madrid ("CIIAM")
Note on Organisation of Virtual Hearings

China International Economic and Trade Arbitration Commission ("CIETAC")
Guidelines on Proceeding with Arbitration Actively and Properly During the COVID-19 Pandemic (Trial) (28 April 2020)

CPR Dispute Resolution
CPR's Annotated Model Procedural Order and Guidelines for Remote Video Arbitration Proceedings (revised August 2021)

Delos Dispute Resolution
Resources on Holding Remote or Virtual Arbitration and Mediation Hearings (version of 19 July 2021)

International Bar Association ("IBA") IBA Arb40 Subcommittee
Technology Resources for Arbitration Practitioners – Virtual Arbitrations (2019) (online collection)

International Chamber of Commerce ("ICC") Commission on Arbitration and ADR
Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings (2022)

International Chamber of Commerce ("ICC") Institute of World Business Law
Dossier XX, Rethinking the Paradigms of International Arbitration (Bernardo M. Cremades, Patricia Peterson (eds)) (2023)

International Chamber of Commerce ("ICC") International Court of Arbitration
ICC Checklist for a Protocol on Virtual Hearings and Suggested Clauses for Cyber-Protocols and Procedural Orders Dealing with the Organisation of Virtual Hearings (2020)

ICCA
Does a Right to a Physical Hearing Exist in International Arbitration? (ICCA Reports No. 10) (2022)

Korean Commercial Arbitration Board ("KCAB")
Seoul Protocol on Videoconferencing in International Arbitration (2020)

Madrid Court of Arbitration
Guidelines on Virtual Hearings (2020)

Singapore International Arbitration Centre ("SIAC")
SIAC Guides: Taking Your Arbitration Remote (August 2020)

Swiss Arbitration Centre
Swiss Rules of International Arbitration Practice Note (October 2024)

Vancouver International Arbitration Centre ("VanIAC")
Vancouver International Arbitration Centre Virtual Hearing / Meeting Protocol (VHP)

Vienna International Arbitration Centre ("VIAC")
The Vienna Protocol – A Practical Checklist for Remote Hearings (June 2020)

Sustainability

Australian Centre for International Commercial Arbitration ("ACICA")
The ACICA Sustainability Protocol: Towards More Sustainable Arbitral Proceedings (2025)

Campaign for Greener Arbitrations
Framework and Green Protocols

Arbitration Tech and Virtual Hearing Toolkit

Queen Mary University of London and Pinsent Masons
Future of International Energy Arbitration Survey Report (2022)

Transparency/Publication of Awards

Cavalieros, Philippe
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ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders: Second Edition

The ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders is a collection of draft clauses that we invite you to consider, copy or adapt for use in your arbitral proceedings. First prepared by a Drafting Committee of ICCA members in 2015, the ICCA Sourcebook (as updated in this 2026 Second Edition) makes the language of procedural orders available to a wider audience. The ICCA Sourcebook covers only logistical issues: matters that tend not to be addressed by arbitration rules and laws. It is not a best practices guide – instead we hope you will find it a helpful starting point for your own drafting.

The Second Edition incorporates new material on issues including artificial intelligence, disability accommodation, remote hearings, electronic case management platforms and publication of awards. It also includes an updated Annex – Useful Resources for further reading.

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