



INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

**GUIDELINES
FOR THE HOSTING OF
ICCA CONGRESSES
AND
CONFERENCES**

Current from September 2019

GUIDELINES FOR THE HOSTING OF ICCA CONGRESSES AND CONFERENCES

A. Introduction

1. ICCA Congresses and Conferences (“Event”) are a co-operation between the International Council for Commercial Arbitration (“ICCA”)/ ICCA Foundation Inc. and a hosting organisation (“Host”).
2. Generally, the Host is directly responsible for the organisation, administration and marketing of the Event, while the programme and the list of speakers are determined exclusively by ICCA (in the persons of ICCA’s President and other Members of the Governing Board). In particular the Host is not the agent of ICCA or ICCA Foundation Inc. in any respect as regards the Event or for any other reason at any time.
3. The purpose of these Guidelines for the Hosting of ICCA Congresses and Conferences (“Guidelines”) is to outline the responsibilities and rights of the Host, ICCA and ICCA Foundation Inc. in terms of preparing and conducting the Event, related meetings and publications, as well as fees and costs.
4. These Guidelines may be amended or updated from time to time.

B. Choice of Host for the Event

5. A prospective Host presents its candidacy at a Meeting of the ICCA Governing Board, normally four years before the planned date of the Event. Lobbying will disqualify.

Pre-qualification

6. Five months before the Governing Board Meeting referred to in paragraph 5, a prospective Host submits a detailed outline of its candidacy, with basic supporting materials, to the President for referral to the Congress Committee (a subcommittee of the ICCA Governing Board) for pre-qualification screening. The outline, which should not exceed 25 pages, including any charts/tables/photographs, should include the following information:
 - (a) Structure and make-up of the prospective Host;
 - (b) Budget;
 - (c) Support – financial and in-kind – from the regional/national arbitration community, broader legal and business communities, judiciary and government;
 - (d) Programme of Host-sponsored plenary and social events;
 - (e) Event venues and hotels;
 - (f) The extent and dependability of available transportation and communications systems; and

- (g) An explanation as to what the hosting of the Event could do for the local, regional and global arbitration communities.

The pre-qualification bid is not to include letters of support or videos. The Congress Committee may revert with questions and/or requests for further information from each prospective Host.

7. Applying the criteria noted in paragraph 11 on a prima facie basis, the Congress Committee recommends pre-qualification (or not) of the candidacy to the Executive Body of ICCA. The Executive Body makes a pre-qualification decision and communicates same to each prospective Host in writing, at least three months before the Governing Board Meeting. The Executive Body retains complete discretion in deciding which bids pre-qualify and its decision is final.

Final proposals

8. One month before the Governing Board Meeting, each pre-qualified prospective Host is to submit its final proposal to the President of ICCA for referral to the Congress Committee.
9. The final proposal of each pre-qualified prospective Host is to consist of an electronic document and an identical bound volume not exceeding 100 pages, including any charts/tables/photographs. The final proposal should contain full details concerning:
 - (a) Structure and make-up of the prospective Host;
 - (b) Budget;
 - (c) Committed financial and in-kind support – set out in letters or emails to be included – from the regional/national arbitration community, broader legal and business communities, judiciary and government;
 - (d) Programme of Host-sponsored plenary and social events, including possible keynote speaker(s);
 - (e) Event venues and hotels;
 - (f) available transportation and communications systems; and
 - (g) An explanation as to what the hosting of the Event could do for the local, regional and global arbitration communities.

The final proposal is not to include videos. The Congress Committee may revert with questions and/or requests for further information from each prospective Host.

Governing Board Meeting presentations and choice of Host

10. At the Governing Board Meeting, each prospective Host will have 15 – 20 minutes to present its bid. The ICCA Bureau will notify the bidders as to the exact amount of time and order of presentations in advance of the Meeting. The delegation for each prospective Host should not exceed 4 persons and should include at least one leader of the proposed Host. Each prospective Host should provide 10 hard copies of its final proposal for the convenience of Governing Board Members at the Meeting. Slide

shows are welcome but must be based on the final proposal submitted one month earlier and not contain new information. Videos are not to be presented. Prospective Hosts are not to bring gifts of any kind for the Governing Board Members.

11. In evaluating proposals by prospective Hosts, the ICCA Governing Board will consider, inter alia, the following criteria (not necessarily listed in order of importance):
 - (a) Structure and corporate identity of the prospective Host;
 - (b) Financial strength of the prospective Host including its capacity to source funding for distinguished judges and/or academics for air tickets to and from the Event and living expenses at the Event;
 - (c) Support of the national or regional arbitration community;
 - (d) The reputation domestically and internationally of the prospective Host;
 - (e) Support of the government authorities;
 - (f) Travel access to the Event destination;
 - (g) Travel facilities for Event participants at the destination;
 - (h) Event meeting facilities (including plenary sessions, break-out sessions and ICCA Meetings) (“Event Venue”);
 - (i) Event hotel(s) (including proximity to Event Venue);
 - (j) Nature of and venues for social events;
 - (k) Geographic diversity of Events (including whether previous Events have been held in the same region);
 - (l) Intentions of the prospective Host as regards any surplus arising from the Event;
 - (m) Intentions of the prospective Host as regards the best efforts obligation in paragraph 64 below;
 - (n) The prospective Host’s ability to abide by the anti-bribery and corruption obligations provided in paragraphs 57-60 below; and
 - (o) Willingness and ability of the prospective Host to meet the requirements set out in these Guidelines.

12. Following the last presentation, the Governing Board will proceed to discuss the final proposals and to vote. Governing Board members who are nationals of or closely connected to any pre-qualified prospective Host must recuse themselves from voting. Following its vote, the Governing Board will recommend its choice to the board of ICCA Foundation Inc. The ICCA Governing Board retains complete discretion in deciding which pre-qualified prospective Host to recommend. The board of ICCA Foundation Inc. will then choose the Host from among the pre-qualified prospective Hosts. The board of ICCA Foundation Inc. retains complete discretion in choosing the Host from among the pre-qualified prospective Hosts.

13. Following the decision of the board of ICCA Foundation Inc., representatives of all pre-qualified prospective Hosts will be invited back to the Governing Board Meeting. The President of ICCA will announce which prospective Host has been selected.
14. Following selection of the Host, a contract will be drawn up between ICCA Foundation Inc. and the Host reflecting in substance these Guidelines.

C. Programme and Speakers for the Event

15. Once a Host has been selected, ICCA will designate a committee (“Programme Committee”) headed by a Chair or two Co-Chairs (“Programme Committee Chair” or “Programme Committee Co-Chairs”) who will draft a programme and list of speakers for the Event. Any final decision in respect of the programme and list of speakers is taken by ICCA, in consultation with the Programme Committee Chair/Co-Chairs.
16. The social/ceremonial events to be included in the programme are generally at a minimum as follows:
 - (a) an opening event;
 - (b) a closing ceremony and handover completing the substantive programme;
 - (c) a dinner for Members and Advisory Members of the ICCA Governing Board and ICCA staff members (“ICCA Staff”) (“ICCA Governing Board Dinner”);
 - (d) a dinner for participants at the Event (“Event Dinner”); and
 - (e) a social event (such as an after-party) to be designated and sponsored by the Host as a Young ICCA event.

D. ICCA Meetings

17. Meetings of the ICCA Foundation Inc. Board, the ICCA Executive Body, the ICCA Governing Board and ICCA’s governance committees (“ICCA Meetings”) are also held in conjunction with the Event.
18. The Host is responsible for obtaining the venue(s), for providing refreshments and lunch for the ICCA Meetings at the Host’s own cost, and for making an audio recording of the ICCA Governing Board meeting for ICCA’s sole use, at the Host’s own cost, in consultation with ICCA. For the ICCA Meetings, the Host is responsible, at its cost, for providing microphones, a screen and laptop for PowerPoint presentations, and for arranging conference call facilities with a reasonable number of telephone and/or video dial-ins.
19. During the Event, appropriate provision shall be made for the ICCA general membership, including but not limited to the creation of an ICCA Members’ Lounge at the Event venue. The ICCA Members’ Lounge shall include a business centre, fast Wi-Fi, charging stations, comfortable seating and snacks. Three small or medium-

sized meeting rooms, situated centrally to the main Event venues, shall be made available for reservation by ICCA members free of charge.

E. Registration Fees

20. In order to attend the Event, and subject to paragraph 24 below, participants must pay to the Host a registration fee (“Registration Fee”), the amount of which is determined by the Host in consultation with ICCA (such participants being referred to as “Paying Participants”). The Host is solely responsible for any liability for VAT or similar sales tax which may be applicable to the Registration Fee or any other aspect of the Event. Further, the Host must ensure that its registration documentation or system makes it clear that any contract or legal relationship in relation to the Event arises as between the participant and the Host, and not ICCA or ICCA Foundation Inc. In addition to attendance at the Congress and at social events (other than the Event Dinner in case a separate Event Dinner Fee is charged), the Registration Fee shall entitle each Paying Participant to a copy of the Congress Book (as to which, see further paragraphs 44 - 52 below).
21. Paying Participants who are Members or Advisory Members of the ICCA Governing Board and/or General Members of ICCA shall be entitled to a 10% discount on the Registration Fee (“Member Discount”).
22. In addition to the Member Discount, the Host may determine in consultation with ICCA to discount the Registration Fee for those Paying Participants who register for the Event prior to a certain date (“Early Bird Discount”).
23. One half of the Early Bird Registration Fee is payable by students, full-time academics, judges and others as agreed in consultation between ICCA and the Host.
24. The Registration Fee is not payable by the following participants (“Non-Paying Participants”):
 - (a) Event speakers, moderators and rapporteurs (the maximum number of which will be determined jointly by the Programme Committee together with the Host);
 - (b) the Programme Committee Chair/Co-Chairs;
 - (c) a maximum of five ICCA Staff;
 - (d) a maximum of three Young ICCA Co-Chairs;
 - (e) a maximum of five staff of the Permanent Court of Arbitration (“PCA”);
 - (f) a maximum of three representatives of Kluwer Law International (“Kluwer”);
 - (g) a maximum of ten guests to be designated by the ICCA President; and
 - (h) prominent guests, sponsors and others selected by the Host, the maximum number of which will be determined by ICCA.

25. Both Paying Participants and Non-Paying Participants (referred to collectively as “Participants”) are included in any List of Participants distributed at the Event.
26. The Host will be responsible for the cost of return economy class airfares between any European international airport and the Venue, as well as for the costs of accommodation for four nights at the Event hotel, for up to five members of the ICCA Staff.

F. Event Dinner and Event Dinner Fees

27. The Host is responsible for organising the Event Dinner, in consultation with ICCA.
28. In order to attend the Event Dinner, and subject to paragraph 29 of these Guidelines, Participants must pay to the Host a dinner fee (“Event Dinner Fee”), the amount of which is determined by the Host in consultation with ICCA.
29. Any Member or Advisory Member of the ICCA Governing Board, his/her accompanying person attending the Event Dinner and ICCA Staff, is not required to pay the Event Dinner Fee, with the Host to bear and pay for the costs of any Member or Advisory Member of the ICCA Governing Board, his/her accompanying person attending the Event Dinner and ICCA Staff.
30. Where the Event Dinner is charged separately from the Registration Fee, General Members of ICCA shall not necessarily be entitled to a 10% discount on the Event Dinner Fee.

G. ICCA’s Fee Share

31. Within six months after the Event, the Host must pay to ICCA Foundation Inc. an amount representing 15% (fifteen per cent) of the total amount of Registration Fees paid, net of any applicable VAT or other analogous tax, to the Host by Paying Participants (“ICCA’s Registration Fee Share”), and where the Member Discount and/or the Early Bird Discount has been applied to the Registration Fee, ICCA’s Registration Fee Share shall be calculated in those instances on the basis of the Registration Fee before any Reduced Member Discount and/or Reduced Early Bird Discount.
32. As an exception to the provision in paragraph 31 above, ICCA’s Fee Share shall be calculated on the basis of the discounted Registration Fee with regard to students, full-time academics, judges and others as agreed in consultation between ICCA and the Host referenced in paragraph 23 above.
33. Unless compelling circumstances dictate otherwise, and in addition to ICCA’s Registration Fee Share, within six months after the Event the Host must pay to ICCA Foundation Inc. an amount representing 25% (twenty-five per cent) of any profit made on the Event by the Host, net of any applicable VAT or other analogous tax (“ICCA’s Profit Share”).

34. ICCA's Registration Fee Share and ICCA's Profit Share shall be audited at the expense of the Host and paid by the Host to ICCA clear and free of any bank charges, tax, deduction or withholding that may be levied or charged on ICCA's Fee Share or ICCA's Profit Share in the jurisdiction of the Host/the Event. The Host is to bear and pay any such tax, deduction or withholding, whether or not ICCA is liable for such sum.

H. ICCA Governing Board Dinner

35. The Host, in consultation with ICCA, is responsible for organising the ICCA Governing Board Dinner. The appropriate level of formality and cost for the ICCA Governing Board Dinner shall be decided between the Host and ICCA.
36. The Host is to bear and pay for the costs of the ICCA Governing Board Dinner, including the costs of any Member or Advisory Member of the ICCA Governing Board and his/her accompanying person attending the ICCA Governing Board Dinner.

I. Marketing and Event Website

37. The Host is responsible for the costs of marketing the Event, as well as establishing and maintaining a dedicated website for the Event ("Event Website") which is to include information concerning the programme and accommodation, as well as registration and payment of Registration Fees.
38. ICCA shall promptly publish on the website maintained by ICCA ("ICCA Website") details of the Event provided by the Host to ICCA and add a link to the Event Website.

J. Event Recordings

39. In consultation with ICCA, the Host shall arrange for the Event to be recorded, including by way of photographs and full audio-visual recording ("Event Recordings"), the costs of which the Host is to bear and pay. The Event Recordings shall include the opening and closing events as well as every session of the substantive programme.
40. A copy of the Event Recordings produced pursuant to the arrangements described in paragraph 39 above shall be provided to ICCA as soon as practicable following their production. ICCA shall have the right to publish, including on the ICCA Website, the Event Recordings in advance of the Host. Any publication of the Event Recordings by the Host, including on the Event Website, may take place only upon agreement in writing between the Host and ICCA/ICCA Foundation Inc.
41. The Host is responsible for obtaining any necessary permission from and/or providing any necessary notice to speakers, moderators, secretaries and/or Participants for the purposes of the Event Recordings.

K. Event Costs

42. Without limitation and in addition to any of the costs specified in paragraphs 20, 27, 36, 37, 39 and 40 of these Guidelines, the Host is to bear and pay all costs arising from and relating to the Event, including any cost for premises, staff, equipment, handling of papers submitted to the conference, participants' files, insurance, security, interpretation (if a language other than English is required) ("Event Costs").
43. For the avoidance of doubt, to the extent that the Event Costs are greater than the Registration Fees and the Event Dinner Fees paid to the Host after deducting ICCA's Fee Share, the Host remains responsible for any such Event Costs.

L. Congress Book

44. The Host guarantees to purchase a bulk order of the Congress Book from Kluwer in advance of the Event (see Model Letter of Agreement for Bulk Purchase of Congress Book at Annex A of these Guidelines), the number and purchase price of which has been determined by Kluwer and the General Editor ICCA Publications. The Host is to purchase copies equivalent to the number of Paying Participants but in any event not less than 600 copies of the Congress Book at the bulk purchase price determined by Kluwer and the General Editor ICCA Publications in accordance with paragraph 47 below. If the number of Paying Participants to be provided with a copy of the Congress Book in accordance with paragraph 20 above exceeds the foregoing guaranteed number of purchases, the Host undertakes to purchase additional copies to ensure that each of the Paying Participants is provided a copy.
45. The Host will provide ICCA Publications with the names and postal addresses for all Paying Participants in order that they can be provided with a copy of the Congress Book pursuant to paragraph 20 above.
46. Distribution of the Congress Book by Kluwer will take place after Kluwer has received payment from the Host for the bulk purchase order. The Congress Book is ordinarily distributed 12 to 18 months after the Event.
47. Kluwer has advised the following price matrix for the 2024 Congress, to be published as Congress Series No. 23:

	600+ copies	700+ copies	800+ copies	900+ copies	1,000+ copies	1,100+ copies	1,200+ copies
500+ pages	€ 71	€ 64	€ 59	€ 53	€ 48	€ 44	€ 40
600+ pages	€ 78	€ 71	€ 64	€ 59	€ 53	€ 48	€ 44
700+ pages	€ 86	€ 78	€ 71	€ 64	€ 59	€ 53	€ 48
800+ pages	€ 94	€ 86	€ 78	€ 71	€ 64	€ 59	€ 53
900+ pages	€ 104	€ 94	€ 86	€ 78	€ 71	€ 64	€ 59
1,000+ pages	€ 114	€ 104	€ 94	€ 86	€ 78	€ 71	€ 64

48. The bulk purchase price of the Congress Book is determined by Kluwer in consultation with the General Editor of the Congress Book, on the basis of the

number of pages and copies. The following are examples of past bulk purchase prices for reference purposes only:

- (a) Beijing 2004, 400 copies, 640 pages, EUR 80 per volume;
- (b) Montreal 2006, 600 copies, 972 pages, EUR 54 per volume;
- (c) Dublin 2008, 720 copies, 780 pages, EUR 76 per volume;
- (d) Rio de Janeiro 2010, 704 copies, 488 pages, EUR 43 per volume;
- (e) Singapore 2012, 749 copies, 766 pages, EUR 66 per volume;
- (f) Miami 2014, 785 copies, 1128 pages, EUR 78 per volume; and
- (g) Mauritius 2016, 700 copies, 1114 pages, EUR 78 per volume.

- 49. The Host is to receive 25 complimentary copies of the Congress Book.
- 50. The General Editor is responsible for determining the content and publication of the Congress Book. The Host is not entitled to be involved with or make any arrangements for determining the content and publication of the Congress Book, including any marketing and/or advertising.
- 51. All papers produced for or delivered during the Event are to be sent directly by speakers and other contributors to ICCA Publications in The Hague.
- 52. For the avoidance of doubt, all copyright in the Congress Book remains the exclusive property of ICCA Foundation Inc. The Host must take appropriate actions in order to secure and protect ICCA's copyright, including but not limited to obtaining waivers and/or consent from speakers concerning their papers, presentations and recording of their presentations.

M. Kluwer

- 53. ICCA Foundation Inc. has the exclusive rights to publish, including on-line, any of the proceedings or papers from the Event. A number of those rights have been licensed to Kluwer.
- 54. Kluwer (or its successor in interest) will be permitted to exhibit at, and attend with at least three representatives, the Event free of charge. Kluwer (or its successor in interest) will be offered exhibition space free of charge and be given first choice for location of such exhibition space. Kluwer (or its successor in interest) will also be included in the list of sponsors on the Congress website and in the programme book free of charge.

N. Young Practitioner Events

- 55. An event for young practitioners will be held in conjunction with the Event, namely a skills training workshop, or parallel skills training workshops, taking place over

approximately a half day following the last morning of the Event for 50 to 100 participants organised by Young ICCA and traditionally held at the same venue as the Event (“Young ICCA Workshop”).

56. The Host, in consultation with Young ICCA, is responsible for organising the Young ICCA Workshop, including timing, venue, registration and sponsorship. Information concerning the programme and registration for the Young ICCA Workshop will be included by the Host on the Event Website.

O. Anti-Bribery & Corruption

57. In order for a prospective Host’s candidacy to be considered, the prospective Host must represent and warrant to ICCA Foundation Inc. that (a) the prospective Host and each of its respective officers, directors, employees, agents, distributors, and other individuals or entities acting for or on behalf of the Host (collectively, the “Relevant Persons”) have not, in connection with the Host’s work to be performed in connection with the Event, directly or indirectly violated or taken, and shall not directly or indirectly violate or take, any act in furtherance of violating any provision of the U.S. Foreign Corrupt Practices Act of 1977 (as amended) or any other anti-corruption or anti-bribery laws or regulations applicable to the Host or ICCA Foundation Inc.; and (b) the Relevant Persons have not, in connection with the Host’s work to be performed in connection with the Event, directly or indirectly taken, and shall not directly or indirectly take, any act in furtherance of any payment, gift, bribe, rebate, loan, payoff, kickback, or any other transfer of value – or offer, promise, or authorization thereof – to any individual or entity, including any Government Official, for the purpose of: (i) improperly influencing or inducing such individual or entity to do or omit to do any act or to make any decision in an official capacity or in violation of a lawful duty; (ii) inducing such individual or entity to influence improperly his or her or its employer, public or private, or any Governmental Entity, to affect an act or decision of such employer or Governmental Entity, including to assist any individual or entity in obtaining or retaining business; or (iii) securing any improper advantage (e.g., to obtain a tax rate lower than allowed by applicable law). If at any time any Relevant Person violates the provisions of this paragraph 57, ICCA Foundation Inc. shall have the right to terminate the Host’s role as Host of the Event.
58. The Host shall inform ICCA Foundation Inc. (a) before making payments of any kind to a Government Official and (b) if any of the Relevant Persons or their affiliates take any official office or position in a Governmental Entity.
59. ICCA and ICCA Foundation Inc. shall bear no responsibility and cannot be held liable for any conduct of any party retained by the Host.
60. For purposes of paragraphs 57-59 above, (a) “Governmental Entity” shall mean any transnational, multinational, domestic, or foreign federal, state, provincial, or local governmental, regulatory or administrative authority, instrumentality, department, court, arbitrator, agency, commission or official, including any political subdivision

thereof, any state-owned or state-controlled enterprise, or any non-governmental self-regulatory agency, commission or authority and (b) "Government Official" shall mean any: (i) officer, employee, or other individual acting for or on behalf of any Governmental Entity or public international organization; or (ii) holder of or candidate for public office, political party, or official thereof or member of a royal family, or any other individual acting for or on behalf of the foregoing.

P. Miscellaneous

61. The Host shall bear any and all liability arising from or associated with the Event, and shall hold harmless and indemnify ICCA Governing Board Members, Advisory Members and General Members, ICCA Foundation Inc., the ICCA non-governmental organisation and ICCA staff members from any third party claims, including the costs of legal defence.
62. Without prejudice to the obligations contained in paragraph 61 above, the Host shall arrange, obtain, bear and pay for the costs of liability insurance or some comparable mechanism or coverage indemnifying ICCA Governing Board Members, Advisory Members and General Members, ICCA Foundation Inc., the ICCA non-governmental organisation and ICCA staff members from any such third party claims. The Host shall further arrange, obtain, bear and pay for the costs of suitable insurance in the case of the cancellation of the Event, security at the Event, and for medical assistance for the Participants during the duration of the Event.
63. For the purposes of ensuring that Participants are provided with information and publications relating to the Event following its conclusion, the Host will consult with ICCA prior to sending any communication to Participants.
64. The Host, in consultation with ICCA, shall exercise best efforts to ensure appropriate participation of Event Participants from the region in which the Event is held.

Annex A

Model Letter of Agreement for Bulk Purchase of Congress Book

Dear [...]:

I am writing to confirm arrangements for the publication of Congress Series no. [...] which will contain the proceedings of the 20[...] Conference. As you know, under the terms of ICCA's contractual agreement with Kluwer the Host is required to purchase a bulk order of the Congress Series volume at a price that depends on the number of pages of the volume and the number of volumes purchased. This price includes postage and Kluwer is responsible for mailing the books to the Paying Participants on the basis of the List of Participants provided by the conference organizers. VAT is not included in this price.

Kluwer has advised the following price matrix for Congress Series No. [...]:

	600+ copies	700+ copies	800+ copies	900+ copies	1,000+ copies	1,100+ copies	1,200+ copies
500+ pages	€ 71	€ 64	€ 59	€ 53	€ 48	€ 44	€ 40
600+ pages	€ 78	€ 71	€ 64	€ 59	€ 53	€ 48	€ 44
700+ pages	€ 86	€ 78	€ 71	€ 64	€ 59	€ 53	€ 48
800+ pages	€ 94	€ 86	€ 78	€ 71	€ 64	€ 59	€ 53
900+ pages	€ 104	€ 94	€ 86	€ 78	€ 71	€ 64	€ 59
1,000+ pages	€ 114	€ 104	€ 94	€ 86	€ 78	€ 71	€ 64

I therefore kindly request that you confirm in writing your agreement with a guaranteed minimum bulk purchase of one copy of ICCA Congress Series No. [...] for each Congress Participant at the foregoing price structure.

With kind regards,

The General Editor

ICCA

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION