COMMISSION ON ARBITRATION AND ADR | LEADING DISPUTE RESOLUTION WORLDWIDE

ICC COMMISSION REPORT

STATES, STATES ENTITIES AND ICC ARBITRATION

INTERNATIONAL CHAMBER OF COMMERCE

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Report of the ICC Commission on Arbitration and ADR Task Force on Arbitration Involving States or State Entities

INTRODUCTION

1 This report has been produced under the auspices of the ICC Commission on Arbitration and ADR. Its purpose is to explain how ICC arbitration works in relation to disputes involving states and state entities. It will be of interest to states, state entities and their legal advisers, but also to other organizations and entities that have relations with states and seek information on the options available to them when resolving disputes involving states or state entities.

2 The report is the work of the Commission Task Force on Arbitration Involving States and State Entities. The Task Force was created in recognition of the fact that ICC arbitration, although a powerful dispute resolution tool, was underused in disputes involving states and state entities and that some explanation was required on the advantages it offers and on how the ICC Rules of Arbitration (the "ICC Rules") operate in this context. That explanation is better given in a report than by way of a separate set of rules for state and state entity arbitration.

3 The recent revision of the ICC Rules has made a separate set of rules applicable to cases involving states or state entities unnecessary. The 2012 ICC Rules contain new provisions that reflect the work of the Task Force and are intended to facilitate and further the participation of state parties in ICC arbitration.

4 Users of international arbitration may be unaware of the recommendations, rules and practices that have been developed in the ICC arbitration system to take into account the participation of a state or state entity. This report seeks to raise awareness of those recommendations, rules and practices within the international arbitration community.

5 The aforementioned recommendations, rules and practices relate to two aspects of ICC arbitration involving states and state entities: the arbitration agreement and procedure. This report is intended to provide guidance on these matters.

6 The report begins with some background facts on ICC arbitrations involving states and state entities. It then offers recommendations on drafting arbitration agreements. Lastly, it looks at matters of procedure that specifically address arbitrations involving states and state entities.

BACKGROUND

7 ICC arbitration is often used by states and state entities. Approximately 10 per cent of ICC arbitrations involve a state or a state entity.

8 ICC arbitration is chosen for disputes involving states or state entities in all parts of the world, although there is a concentration of cases from Sub-Saharan Africa, Central and West Asia, and Central and Eastern Europe. Between them, cases from these regions account for about 80 per cent of ICC arbitrations involving states or state entities.

9 ICC arbitrations involving states and state entities cover a wide variety of cases involving both large and small amounts in dispute.

10 Those arbitrations cover both commercial and investment disputes. Claims arising out of commercial contracts constitute the largest category of cases involving states or state entities. The most frequent kinds of contracts are those relating to construction, maintenance and the operation of facilities or systems.

11 Some ICC cases involving states and state entities arise from the breach of a bilateral investment treaty ("BIT"). Such cases represent a minority of the ICC's caseload. At the present time, approximately 18 per cent of BITs allow for the possibility of using the ICC Rules.

THE ARBITRATION AGREEMENT

12 In order to provide for ICC arbitration, a clause or provision should be incorporated into the relevant contract, BIT, investment treaty or domestic investment law.

13 As arbitration agreements for commercial arbitration involving states and state entities are formed differently from those in investment arbitration, the recommendations regarding each will be set out separately.

Commercial arbitration

14 It is recommended that states/state entities and their private contractual counterparties insert the following standard ICC arbitration clause in their contracts:

> All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

15 States/state entities and their private contractual counterparties may wish to modify the standard ICC arbitration clause in the preceding paragraph to take into account the following variables arising in arbitrations involving states and state entities:

- Under the ICC Rules, in cases where the size of the arbitral tribunal is not specified, the ICC International Court of Arbitration (the "Court") will decide whether there should be one or three arbitrators. Statistics show that the majority of ICC cases involving states and state entities were submitted to three-member tribunals.[1] States wishing to be sure that their dispute is decided by a three-member panel should modify the standard ICC arbitration clause as follows:

  > All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by **three** arbitrators appointed in accordance with the said Rules.

- Under the ICC Rules, in cases submitted to three-member tribunals, each party nominates an arbitrator for confirmation by the Court. The Court appoints the president of a three-member tribunal unless the parties agree on another procedure for such appointment, in which case the nomination will be subject to the confirmation of the Court. States and state entities wishing to have the president of a three-member tribunal nominated by the party-nominated arbitrators or by the parties themselves should accordingly add the following to the standard ICC arbitration clause:

  > The third arbitrator, who shall act as president of the arbitral tribunal, shall be jointly nominated by [the other two arbitrators/the parties] within [30] days of the [confirmation/appointment] of the second arbitrator. If the president of the arbitral tribunal is not nominated within this time period, the Court shall appoint such arbitrator.

- States and state entities may wish to extend the thirty-day time limit for nominating an arbitrator laid down in Article 5(1) of the ICC Rules. To allow for extra time, the standard ICC arbitration clause should be modified as follows:

  > All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. **The time limit set forth in Article 5(1) of the Rules shall be [60] days**.

- States and state entities may wish to avoid the application of emergency arbitrator proceedings to their cases. This is allowed under Article 29(6) of the ICC Rules, which provides that "[t]he Emergency Arbitrator Provisions shall not apply if: … b) the parties have agreed to opt out of the Emergency Arbitrator Provisions …" To opt out, parties to ICC arbitrations involving states and state entities should use the following standard ICC arbitration clause:

  > All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply.

  NB: As will be explained below in paragraphs 51 and 52, emergency arbitrator proceedings cannot apply in ICC investment treaty arbitrations.

- Unless otherwise provided under the applicable law, ICC arbitration is not confidential per se. To protect confidentiality, states/state entities and their private contractual counterparties may therefore wish to modify the standard ICC arbitration clause as follows:

  > All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. **The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards, except as required by applicable law and to the extent not already in the public domain**.

- Conversely, states/state entities and their private contractual counterparties can agree on greater transparency, for example by providing for the award, proceedings or submissions of the parties to be made public. It should be noted that the agreed degree of confidentiality or transparency can be changed in the course of the arbitration proceedings.

1 85 per cent of ICC cases involving states and 86 per cent of ICC cases involving state entities were referred to three-member tribunals, as compared to only 57.5 per cent of ICC cases in general.

16 States and their private contractual counterparties may wish to include in their ICC arbitration clause a provision on the state's immunity from enforcement, especially in view of the interpretations that have been given by national courts to Article 28(6) of the 1998 ICC Rules (Article 34(6) of the 2012 ICC Rules).

17 States contemplating other deviations from the ICC Rules should first verify these modifications with the Secretariat of the Court so as to ensure that they are compatible with the ICC's offer to administer the process.

18 It is also recommended that states/state entities and their private contractual counterparties explore the possibility of including an obligation to submit the dispute to ADR prior to arbitration. To that end, the following clause could be included in contracts signed by states or state entities:

> In the event of any dispute arising out of or in connection with the present contract, the parties agree to submit the matter to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

Investment arbitration

19 Contracting states may wish to include in new BITs, multilateral investment treaties, investment chapters in Free Trade Agreements ("FTA"), or domestic investment laws a provision giving investors the possibility of resorting to ICC arbitration. In this case, it is sufficient to identify the dispute and provide that it shall be submitted "to arbitration under the Rules of Arbitration of the International Chamber of Commerce".

20 Contracting states may also wish to offer the possibility of using other ICC dispute resolution services. If a state wishes ICC ADR to be used, the parties should identify the dispute and provide that it shall be submitted "to settlement proceedings under the ICC ADR Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration."

21 States seeking transparency in investment arbitration may wish the Court to communicate the reasons for its decisions on objections to the confirmation of arbitrators, non-confirmations of arbitrators, and challenges and replacements of arbitrators. Contracting States may therefore wish to include the following in their BIT, multilateral investment treaty, investment chapter in their FTA, or domestic investment law:

> The Parties agree that the ICC International Court of Arbitration shall communicate the reasons for its decisions on the disputed confirmation, non-confirmation, challenge and replacement of arbitrators, in derogation of Article 11(4) of the ICC Rules of Arbitration.
>
> The derogation does not extend to appointment decisions: the reasons for appointments should normally be apparent from an appointee's CV.

22 States can also agree on modifications to the ICC Rules similar to those described above in respect of commercial arbitration, in which case equivalent wording should be applied, *mutatis mutandis*, to the provisions referring to ICC arbitration in BITs, multilateral investment treaties, investment chapters in FTAs, and domestic investment laws.

23 States contemplating other deviations from the ICC Rules should first verify these modifications with the Secretariat so as to ensure that they are compatible with the ICC's offer to administer the process.

PROCEDURE

24 ICC arbitration procedure is made up of the provisions set forth in the ICC Rules and the practices developed by the Court and its Secretariat.

Provisions added to the ICC Rules in 2012 to take into account the particularities of ICC arbitration involving states and state entities

25 The 2012 ICC Rules contain the following provisions addressing the participation of states/state entities in ICC arbitration:

Articles 1(1) and 1(2): disputes referable to ICC arbitration

26 Article 1(1) of the 1998 ICC Rules provided:

> The International Court of Arbitration (the "Court") of the International Chamber of Commerce (the "ICC") is the arbitration body attached to the ICC. … The function of the Court is to provide for the settlement by arbitration of **business disputes** … [Emphasis added.]

27 Articles 1(1) and 1(2) of the 2012 ICC Rules read as follows:

> Article 1(1)
> The International Court of Arbitration (the "Court") of the International Chamber of Commerce (the "ICC") is the independent arbitration body of the ICC. The statutes of the Court are set forth in Appendix I.
>
> Article 1(2)
> The Court does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration of the ICC (the "Rules"). The Court is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules. It draws up its own internal rules, which are set forth in Appendix II (the "Internal Rules").

28 Given that Article 1 now refers to "disputes" rather than to "business disputes", the 2012 ICC Rules make it clear that investment treaty disputes are covered.

Articles 6(3)–6(5): prima facie *analysis of the arbitration agreement*

29 Article 6(2) of the 1998 ICC Rules provided:

> If the Respondent does not file an Answer, as provided by Article 5, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement, the Court may decide, without prejudice to the admissibility or merits of the plea or pleas, that the arbitration shall proceed if it is *prima facie* satisfied that an arbitration agreement under the Rules may exist. In such a case, any decision as to the jurisdiction of the Arbitral Tribunal shall be taken by the Arbitral Tribunal itself. If the Court is not so satisfied, the parties shall be notified that the arbitration cannot proceed. In such a case, any party retains the right to ask any court having jurisdiction whether or not there is a binding arbitration agreement.

30 Articles 6(3) and 6(4) of the 2012 ICC Rules provide that the Secretary General shall now screen pleas concerning the existence, validity or scope of the arbitration agreement, and decide whether the matter at issue should be referred to the Court.

31 Articles 6(3) and 6(4) accordingly provide as follows:

> Article 6(3)
> If any party against which a claim has been made does not submit an Answer, or raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Secretary General refers the matter to the Court for its decision pursuant to Article 6(4).
>
> Article 6(4)
> In all cases referred to the Court under Article 6(3), the Court shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the Court is *prima facie* satisfied that an arbitration agreement under the Rules may exist. In particular:
>
> (i) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 7, with respect to which the Court is *prima facie* satisfied that an arbitration agreement under the Rules that binds them all may exist; and
>
> (ii) where claims pursuant to Article 9 are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Court is *prima facie* satisfied (a) that the arbitration agreements under which those claims are made may be compatible, and (b) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.
>
> The Court's decision pursuant to Article 6(4) is without prejudice to the admissibility or merits of any party's plea or pleas.

32 ICC statistics showed that Article 6(2) of the 1998 ICC Rules was applied slightly more frequently in ICC arbitrations involving states or state entities than in other ICC arbitrations and that, accordingly, the possibility of raising pleas concerning the existence, validity or scope of the arbitration agreement was an important factor for states and state entities.

33 Under the 2012 ICC Rules, the arbitral tribunal will continue to decide on preliminary jurisdictional objections, irrespective of whether the Secretary General decides to refer the question concerning the existence, validity or scope of the arbitration agreement to the Court.

34 The change made in the 2012 Rules was intended, in particular, to ensure that when a non-signatory party objects to the extension of an arbitration agreement to it and when claims are brought together under one or more instruments, the matter would be sent to the Court by the Secretary General.

35 It is of course always open to the Court to send the matter thereafter to the arbitral tribunal for a decision, as it frequently does.

Article 13(4): appointment of sole arbitrators, presidents of arbitral tribunals, and co-arbitrators failing a nomination

36 Pursuant to Article 9(3) of the 1998 ICC Rules, unless otherwise agreed by the parties, sole arbitrators and presidents of arbitral tribunals were appointed by the Court upon the proposal of one of the ICC National Committees. Likewise, pursuant to Article 9(6), co-arbitrators were appointed by the Court upon the proposal of an ICC National Committee failing a nomination by the parties.

37 Article 13(4) of the 2012 ICC Rules provides as follows:

> The Court may also appoint directly to act as arbitrator any person whom it regards as suitable where:
>
> a) one or more of the parties is a state or claims to be a state entity; or,
>
> b) the Court considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no National Committee or Group; or,
>
> c) the President certifies to the Court that circumstances exist which, in the President's opinion, make a direct appointment necessary and appropriate.

38 One of the concerns expressed by states was the role played by ICC National Committees in the appointment of a sole arbitrator or the president of an arbitral tribunal. There was a perception that ICC National Committees lacked neutrality owing to the fact that they are often composed of leading companies and business associations in their respective countries.

39 Article 13(4) of the 2012 ICC Rules addresses this concern by giving the Court discretion to appoint a sole arbitrator or the president of an arbitral tribunal directly, rather than upon the proposal of an ICC National Committee, in cases where one or more of the parties is a state or state entity.

40 Further concerns were expressed over how the Court would determine whether one of the parties was a "state entity" and how "state entity" should be defined for the purposes of Article 13(4) of the 2012 ICC Rules. This issue was dealt with by providing that the Court may make a direct appointment in a case where a party "claims to be a state entity." It was emphasized that, in any event, the Court always has the discretion to decide whether or not to make a direct appointment.

Articles 11 and 14: addition of "impartiality"

41 ICC arbitration provides for an independent and impartial method of dispute resolution. This is now made clear in the 2012 ICC Rules, which expressly require arbitrators to be impartial as well as independent.

42 The term "impartiality" was not explicitly referred to in the 1998 ICC Rules. Only Article 15(2) of the 1998 ICC Rules referred to impartiality in connection with the rules governing the arbitral proceedings:

> In all cases, the Arbitral Tribunal shall act fairly and **impartially** and ensure that each party has a reasonable opportunity to present its case. [Emphasis added.]

43 The term "impartiality" is now included in Articles 11 (concerning the appointment of arbitrators) and 14 (concerning the challenge of arbitrators) of the 2012 ICC Rules.

Article 21(2): non-application of contracts and trade usages

44 Article 17(2) of the 1998 ICC Rules provided:

> In all cases the Arbitral Tribunal shall take account of the provisions of the contract and the relevant trade usages.

45 Article 21(2) of the 2012 ICC Rules provides as follows:

> The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.

46 A concern was raised that Article 17(2) of the 1998 ICC Rules directed the arbitral tribunal in all cases to take account of the provisions of the contract and that many investment disputes involving states arise under BITs where there is no relevant contract.

47 This concern has been addressed by Article 21(2) of the 2012 ICC Rules which proposes that the arbitral tribunal shall take into account the provisions of the contract, *if any*.

48 A further concern was raised that, in investment arbitration, no trade usages should normally apply.

49 This second concern was also addressed by Article 21(2) of the 2012 ICC Rules which proposes that the arbitral tribunal shall take account of *any* relevant trade usages.

50 Article 21(1) of the 2012 ICC Rules, which refers to "rules of law", is broad enough to encompass the issue of the applicable law in investment treaty cases.

Article 29(5): non-application of the Emergency Arbitrator Provisions

51 One of the purposes of Article 29(5) of the 2012 ICC Rules was to exclude investment arbitration from the scope of emergency arbitrator proceedings. Article 29(5) provides:

> Articles 29(1)–29(4) and the Emergency Arbitrator Rules set forth in Appendix V (collectively the "Emergency Arbitrator Provisions") shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.

52 When drafting this provision, the ICC considered that the investor and the host state are not signatories of the arbitration agreement formed by the state's offer contained in the BIT and the investor's acceptance contained in its notice of claim or request for arbitration.

Bifurcation of proceedings

53 Although the 2012 ICC Rules do not contain any provisions on the bifurcation of the arbitral proceedings when a state/state entity objects to the jurisdiction of the arbitral tribunal or the admissibility of one or more claims, Appendix IV to the ICC Rules lists the following as one of the case management techniques that can be used by arbitral tribunals and parties:

> Bifurcating the proceedings or rendering one or more partial awards on key issues, when doing so may genuinely be expected to result in a more efficient resolution of the case.

54 The reference to "key issues" was intended to cover, amongst other situations, serious jurisdictional objections raised by a state or state entity.

Practices of the Court in ICC arbitrations involving states and state entities

55 Practices relevant to ICC arbitration involving states or state entities concern the role of the Court and ICC National Committees, the *prima facie* assessment of the arbitration agreement, the constitution of the arbitral tribunal, the fixing of the place of the arbitration and the scrutiny of draft awards.

Role of the Court and ICC National Committees

56 States and state entities have raised concerns about the role of the Court and ICC National Committees in ICC arbitration.

57 It must be pointed out that the members of the Court are usually private practitioners of international arbitration with no personal interest in the outcome of the disputes brought before the Court.

58 It must further be pointed out that, during the scrutiny of a draft award by the Court, the Court's long-standing practice is to exclude from the session any Court member who may be interested in the case, including, for example, the Court member proposed by the ICC National Committee in any state involved in the case.

59 It must lastly be pointed out that, as provided for in Article 13(4) of the 2012 ICC Rules, in cases involving states or state entities the Court no longer needs to appoint a sole arbitrator or the president of an arbitral tribunal upon a proposal from an ICC National Committee.

Application of Articles 6(3) and 6(4) to situations in which one of the parties seeks the extension of the arbitration agreement to a non-signatory state or state entity

60 Evidence suggests that the Court was always more restrictive in applying Article 6(2) of the 1998 ICC Rules where one of the parties sought the extension of the arbitration agreement to a non-signatory state or state entity.

61 Articles 6(3) and 6(4) of the 2012 ICC Rules were drafted in the expectation that the Court would maintain the rigour it applies to requests for the extension of an arbitration agreement to a non-signatory party, whether public or private, and that the Secretary General would be more likely to exercise his/her discretion and refer this matter to the Court.

Constitution of the arbitral tribunal (Articles 11–15)

Number of arbitrators

62 It is the Court's practice to submit disputes involving states and state entities to a three-member arbitral tribunal.

63 According to ICC statistics, states and state entities often prefer a three-member arbitral tribunal.

64 An exception to this may occur when the state or state entity specifically requests that the dispute be submitted to a sole arbitrator.

Appointment of a co-arbitrator on behalf of a state or state entity that has failed to make a nomination

65 It has been the Court's practice, when appointing a co-arbitrator on behalf of a state or state entity that has failed to make a nomination, to appoint an arbitrator either from that state or from a state with which that state has cultural affinities.

66 However, the Task Force on Arbitration Involving States and State Entities has recommended, and the ICC has accepted, that the Court's discretion when appointing a co-arbitrator on behalf of a state or state entity that has failed to make a nomination should not be limited to appointing a co-arbitrator from the same or a culturally related state.

67 The Court will take into consideration all facts and circumstances when appointing a co-arbitrator on behalf of a state or state entity that has failed to make a nomination.

Fixing of the place of the arbitration (Article 18)

68 Article 18(1) of the 2012 ICC Rules, like Article 14(1) of the 1998 ICC Rules, provides:

> The place of the arbitration shall be fixed by the Court, unless agreed upon by the parties.

69 It is the Court's practice to fix the place of the arbitration in cases involving states or state entities in a neutral location situated in a country that has ratified the New York Convention.

Scrutiny of draft awards (Article 33)

70 When an ICC arbitral tribunal submits its draft award to the ICC for approval, the Counsel in charge of the case at the Secretariat of the Court will review the draft award and may offer comments or observations. Once the draft award has been revised in light of any comments the Counsel may have made, it is submitted to the Court together with the Terms of Reference. A Court member is appointed as *rapporteur* to submit a report to the Court, which then deliberates and decides whether or not to approve the award.

71 The Court may (i) approve the draft award, (ii) approve the draft award but invite the arbitral tribunal to make changes to it when finalizing it for notification to the parties, or (iii) invite the arbitral tribunal to make changes to the draft award and to submit a revised version to a future session.

72 Pursuant to Article 33 of the ICC Rules, the award must be approved as to form. Requirements of form include, for example, whether reasons have been provided, whether the arbitral tribunal has dealt with all of the issues submitted to it, and whether formal requirements at the place of the arbitration have been met. However, Article 33 also permits the Court to make comments on the substance "without affecting the arbitral tribunal's liberty of decision". Examples include problems of computation, contradictory findings of fact or law, decisions made *ultra petita*, and failure to apply or make reference to the applicable law.

73 The Court's practice is to scrutinize draft awards rendered in ICC arbitrations involving states or state entities at its plenary sessions.

74 The scrutiny of draft awards is an important and attractive feature of ICC arbitration as it generally improves their quality and enhances the enforceability of the award. The advantages of scrutiny are strengthened for states and state entities by the fact that it is conducted at a plenary session of the Court.

75 Scrutiny is a fundamental feature of ICC arbitration and it increases confidence in the ICC arbitral process. It distinguishes ICC arbitration from proceedings conducted under other major international arbitration rules such as those of UNCITRAL or ICSID, which do not contain any equivalent provisions.

ICC COMMISSION ON ARBITRATION AND ADR

The ICC Commission on Arbitration and ADR is ICC's rule-making and research body for dispute resolution services and constitutes a unique think tank on international dispute resolution. The Commission drafts and revises the various ICC rules for dispute resolution, including the ICC Rules of Arbitration, the ICC ADR Rules, the ICC Rules for Expertise and the ICC Dispute Board Rules. It also produces reports and guidelines on legal, procedural and practical aspects of dispute resolution. In its research capacity, it proposes new policies aimed at ensuring efficient and cost-effective dispute resolution, and provides useful resources for the conduct of dispute resolution. The Commission's products are published regularly online, in the *ICC International Court of Arbitration Bulletin* and as individual booklets.

The Commission brings together experts in the field of international dispute resolution from all over the globe and from numerous jurisdictions. It currently has over 600 members from more than ninety countries. The Commission holds two plenary sessions each year, at which proposed rules and other products are discussed, debated and voted upon. Between these sessions, the Commission's work is often carried out in smaller task forces.

The Commission aims to:

- Promote on a worldwide scale the settlement of international disputes by means of arbitration, mediation, expertise, dispute boards and other forms of dispute resolution.
- Provide guidance on a range of topics of current relevance to the world of international dispute resolution, with a view to improving dispute resolution services.
- Create a link among arbitrators, counsel and users to enable ICC dispute resolution to respond effectively to users' needs.

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