SQUIRE PATTON BOGGS

The New 2026 ICC Arbitration Rules:

What Changed, What Remained, and Why It Matters?

By Jose R. Feris and Ana Luiza Castro

October 2026

On 1 June 2026, a new version of the Rules of Arbitration of the International Chamber of Commerce (the "**2026 Rules**") entered into force.

In previous years, the ICC Rules had undergone targeted revisions. In particular, the 2017 version notably introduced the Expedited Procedure,[1] and, subsequently, the 2021 revision addressed issues such as: the ICC Court's authority to appoint the members of a tribunal to avoid "*a significant risk of unequal treatment and unfairness that may affect the validity of the award*";[2] express provisions on virtual hearings;[3] and the possibility of joinder after the constitution of the arbitral tribunal.[4]

The 2026 revision is different. For the first time since the comprehensive revision undertaken in 2012, the ICC engaged in a broad reassessment of its Rules as a whole.

This exercise, conducted by the ICC Court in consultation with the wider arbitration community through the ICC Commission on Arbitration and ADR, provided an opportunity to identify provisions requiring amendment and also to assess which aspects of the existing framework continued to serve its users effectively.

The significance of this revision is difficult to overstate. As one of the world's leading arbitral institutions, its rules and institutional practices have an influence extending well beyond the proceedings it administers.

In this regard, international surveys confirm its position among the most preferred arbitral institutions worldwide.[5] Therefore, developments in the ICC Rules matter to the international arbitration community more broadly: when the ICC revises its rules, it helps shape the direction of institutional arbitration worldwide.

Against this background, the 2026 revision is particularly revealing. In a nutshell, the 2026 Rules did not completely redesign ICC arbitration: they recalibrated it.

This revision cannot be understood solely through the provisions that were introduced. Equally important are those provisions that were deliberately left unchanged. Understanding these choices provides a more complete picture of the direction in which ICC arbitration is evolving, and of the broader development of international arbitration.

From this perspective, the importance of the 2026 Rules lies not only in the **(I)** innovations they introduce and the practices they crystallize, but also in **(II)** what they preserve.

I What has changed with the 2026 Rules?

For the purpose of analyzing the 2026 Rules it is useful to distinguish between two different types of changes: **(A)** the genuine innovation that either crystallize developments in arbitral practice or respond to practical needs identified by users; and **(B)** the features that were already part of the practice but have now been expressly incorporated into the Rules.

A. Innovations under the 2026 Rules

a. Removal of the mandatory nature of the Terms of Reference.

For decades, the Terms of Reference were one of the distinctive features of ICC arbitration. They were designed to perform several important functions: confirm the parties' consent to arbitrate, record procedural understandings and agreements at an early stage, define the scope of the arbitration by identifying the claims and issues in dispute and delineate the tribunal's mandate.

1 2017 ICC Arbitration Rules, Art. 30.

2 2021 ICC Arbitration Rules, Art. 12(9).

3 2021 ICC Arbitration Rules, Art. 26(1).

4 2021 ICC Arbitration Rules, Art. 7(5).

5 Queen Mary University of London and White & Case, 2025 International Arbitration Survey: The Path Forward: Realities and Opportunities in Arbitration. Available at: https://www.qmul.ac.uk/arbitration/media/arbitration/docs/White-Case-QMUL-2025-International-Arbitration-Survey-report.pdf

In practice, however, the Terms of Reference were not used by the arbitration community as initially intended. At an early stage, the parties' cases might not yet be fully developed, and the relevant issues might not have been crystallized. As a result, the preparation of the Terms of Reference could become more of an automatic exercise.

Moreover, in practice, there was also a certain degree of duplication with the first procedural order ("**PO1**"). In many cases, the procedural arrangements were discussed with the parties at the initial case management conference and later reflected in PO1, and requiring a separate Terms of Reference exercise could therefore involve the parties and the tribunal addressing overlapping matters twice.

The signature requirement for the Terms of Reference could also create practical difficulties, as the arbitration could be delayed when a party refused to sign it. Now, removing their mandatory character also eliminates a procedural step that, in some circumstances, could become an undesirable obstacle.

Consequently, this change was largely driven by arbitration practice itself, and the 2026 revision can be seen as responding to the reality of how ICC arbitrations had come to be conducted in practice.

In this regard, the introduction of the Expedited Procedure in the 2017 text demonstrated that ICC arbitrations could function effectively without mandatory Terms of Reference. According to data published by the ICC, by the time of the 2026 revision, it had administered over 1,000 expedited cases without mandatory Terms of Reference, and fewer than 25 tribunals had chosen to adopt them voluntarily.[6]

In any event, their now optional nature does not mean that the Terms of Reference will completely disappear. Parties and tribunals remain free to adopt them whenever they consider them useful, and they can also retain particular significance in jurisdictions in which the legal relationship between the parties and the arbitrators, or the definition of the arbitrators' mandate, is subject to specific requirements.

Therefore, although no longer mandatory, the figure of the Terms of Reference may continue to serve an important organisational function in certain disputes.

b. More prominent role for the Case Management Conference ("CMC").

Under the 2026 Rules, the initial CMC must take place within 30 days of the transmission of the file to the tribunal and now operates as the principal early procedural milestone.[7]

One consequence of this shift concerns new claims, as, under the 2021 Rules, the relevant cut-off was linked to the signature or approval of the Terms of Reference, and now, under the 2026 Rules, the equivalent cut-off is the initial CMC.[8] After that point, no new claim may be introduced without the tribunal's authorization.

c. Increase of the monetary threshold for the automatic application of the Expedited Procedure Provisions.

Under the 2026 Rules, the threshold for the automatic application of the Expedited Procedure Provisions has increased from USD 3 million to USD 4 million for arbitration agreements concluded on or after 1 June 2026.[9]

This change is particularly relevant to Latin America, where a significant number of cases involve amounts in dispute falling within this monetary range. As a result, the increase in the threshold is expected to have a meaningful impact in the region, bringing a greater number of disputes within the scope of the Expedited Procedure Provisions, unless it is expressly excluded by the parties.

This increase reflects the success of the Expedited Procedure: between 2017 and 2024 the ICC administered 865 expedited proceedings, resulting in 461 final awards, and 63% of these awards were rendered on or around the six-month time limit.[10]

Nevertheless, the increase in the monetary threshold revives a concern that has existed since the Expedited Procedure was introduced: the possibility of appointing a sole arbitrator notwithstanding the parties' agreement to have their dispute decided by three arbitrators.

However, the Expedited Procedure does not invariably require a sole arbitrator. The ICC Court already has the flexibility to appoint three arbitrators in expedited proceedings when appropriate, and the Court appointed three-member tribunals in 37 expedited proceedings between 2017 and 2024.[11] Thus, when the parties express a preference for a three-member tribunal and provide reasons for that preference, the ICC Court can take it into consideration and appoint three arbitrators in expedited cases.

Therefore, the increase to USD 4 million can be seen as a further development of a procedure that has now been tested over years, and that has been welcomed by the arbitration community.

---

6 Unveiling the 2026 ICC Arbitration Rules, part 2: Moving beyond mandatory Terms of Reference, 15 May 2026. Available at: https://iccwbo.org/news-publications/news/unveiling-the-2026-icc-arbitration-rules-part-2-moving-beyond-mandatory-terms-of-reference/.

7 2026 ICC Arbitration Rules, Art. 24.

8 2026 ICC Arbitration Rules. Art. 25.

9 2026 ICC Arbitration Rules, Art. 32 and Appendix V.

10 ICC Commission on Arbitration and ADR, Report on Expedited Procedure Provisions: Eight Years On, January 2026, ¶¶ 22, 31-32. Available at: https://iccwbo.org/wp-content/uploads/sites/3/2026/01/2026_ICC_REPORT_Expedited-Procedure-Provisions%E2%80%93Eight-Years-On_ENG.pdf.

11 ICC Commission on Arbitration and ADR, Report on Expedited Procedure Provisions: Eight Years On, January 2026, ¶ 55. Available at: https://iccwbo.org/wp-content/uploads/sites/3/2026/01/2026_ICC_REPORT_Expedited-Procedure-Provisions%E2%80%93Eight-Years-On_ENG.pdf.

d. New Highly Expedited Arbitration procedure.

The Highly Expedited Arbitration is not a reform to the ICC Rules in the traditional sense. It is a new specific procedural product, available entirely on an opt-in basis.[12] In consequence, it will apply only where the parties have expressly agreed to its adoption.

This new mechanism is designed for disputes capable of being resolved through a very rapid and concentrated proceeding, which is conducted by a sole arbitrator and contemplates the issuance of a final award within three months of the initial CMC. In such cases, the parties are generally expected to present their cases early in the proceedings, and the tribunal may limit submissions and evidence.

In practice, this mechanism appears particularly suited to sophisticated parties seeking a rapid determination of disputes without disrupting broader contractual relationships. In fact, the development of this new procedure responds to a practical need expressed by corporate users of arbitration, as they have identified the need for a mechanism capable of resolving discrete or specific disputes very quickly, without having to resort to a full-scale arbitration proceeding.

The Highly Expedited procedure seeks to meet that demand by providing an "*off-the-shelf*" mechanism that parties can easily incorporate into their arbitration clauses or agree upon once a dispute has arisen.

The introduction of the Highly Expedited Arbitration should therefore be understood as a practical response to the needs expressed by users of arbitration, and as an expansion of the procedural options offered by the ICC.

e. New provision for *Ex Parte* Preliminary Orders in Emergency Arbitration.

Revised Article 7(1) of Appendix IV to the 2026 Rules provides that a party may request a preliminary order directing another party not to frustrate the purpose of the application for emergency measures, and expressly provides that such a request may be made and decided without notice to the other parties.[13]

Where the request is made before the application has been transmitted to the other parties, the Secretariat transmits the application and the request to the emergency arbitrator before notifying them and does so only once the emergency arbitrator has decided on the request.[14] If the preliminary order is granted, the emergency arbitrator must immediately afford the other parties a reasonable opportunity to present their case and may subsequently modify the order.[15]

This issue had been discussed in ICC practice for many years. In 2019, the ICC Commission examined this issue in its Report on Emergency Arbitrator Proceedings, which concluded that "*true*" *ex parte* emergency orders, understood as orders issued before the respondent had even been notified of the application, were incompatible with the ICC Rules then in force.[16] Nevertheless, the Report recognised that a more limited form of relief, granted after notification of the application but before the respondent had had an opportunity to respond, remained open.

In fact, the Report identified at least one case in which an emergency arbitrator granted such temporary relief, ordering the respondent to maintain the *status quo* before it had filed its response. In that case, the respondent was temporarily prevented from drawing under a letter of credit.[17] Moreover, the Report also noted at least four other instances in which comparable provisional measures were requested but not granted.[18]

Thus, the issue remained unsettled, and the report expressly recorded that there was "*no commonly accepted view, nor a clear majority position*" as to the emergency arbitrator's authority to grant such temporary measures.

The new provision is therefore significant, as it resolves an uncertainty that had already emerged in ICC practice. Indeed, the 2026 ICC Arbitration Rules go a step further by expressly permitting a preliminary order to be sought and decided before the other party is even notified of the application.[19]

This equips emergency arbitrators to deal with situations in which advance notice may defeat the very purpose of the requested relief, including, for example, where there is a risk that assets may be dissipated or evidence destroyed. At the same time, the requirement that the respondent be promptly notified and immediately afforded a reasonable opportunity to present its case seeks to preserve due process through a deferred, and not excluded, adversarial process.

This is a welcome development, since the new mechanism strengthens the effectiveness of ICC emergency arbitration and may make it a more attractive alternative to applications for urgent relief before national courts.

12 2026 ICC Arbitration Rules, Art. 33 and Appendix VI.

13 2026 ICC Arbitration Rules, Art. 7(1) and Appendix IV.

14 2026 ICC Arbitration Rules, Art. 7(2) and Appendix IV.

15 2026 ICC Arbitration Rules, Art. 7(4) and Appendix IV.

16 ICC Commission on Arbitration and ADR, Report on Emergency Arbitrator Proceedings, April 2019, ¶¶ 24, 106-117. Available at: https://iccwbo.org/news-publications/arbitration-adr-rules-and-tools/emergency-arbitrator-proceedings-icc-arbitration-and-adr-commission-report/.

17 ICC Commission on Arbitration and ADR, Report on Emergency Arbitrator Proceedings, April 2019, ¶ 113. Available at: https://iccwbo.org/news-publications/arbitration-adr-rules-and-tools/emergency-arbitrator-proceedings-icc-arbitration-and-adr-commission-report/.

18 ICC Commission on Arbitration and ADR, Report on Emergency Arbitrator Proceedings, April 2019, ¶ 113. Available at: https://iccwbo.org/news-publications/arbitration-adr-rules-and-tools/emergency-arbitrator-proceedings-icc-arbitration-and-adr-commission-report/.

19 2026 ICC Arbitration Rules, Art. 7(1) and Appendix IV.

B Established practices now expressly incorporated into the Rules

a. Express confidentiality obligations on arbitrators.

Article 12(8) formally incorporates the confidentiality obligation on arbitrators into the Rules and reinforces the protection of commercially sensitive information.[20] But even more important than this incorporation is what the 2026 Rules deliberately left unchanged.

During the revision of the Rules, some advocated for the introduction of a general confidentiality obligation applicable to the parties. Nevertheless, the ICC ultimately chose to preserve the approach that has existed since the 2012 Rules, under which the arbitral tribunal may, at the request of a party, make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and take measures to protect trade secrets and confidential information.[21]

There are important reasons for maintaining this approach, as ICC arbitration is not limited to disputes between private commercial parties. In 2025, the ICC reported that 14% of newly registered cases involved a State or State entity, with a total of 150 such parties comprising 42 States and 108 State-owned entities from all regions of the world.[22]

In this regard, Brazil is a particularly illustrative example. Brazilian law expressly provides that arbitrations involving the public administration must respect the principle of publicity.[23] Thus, a general rule making all ICC arbitrations confidential could sit uneasily with the legal framework applicable to such disputes.

The 2026 Rules leave the existing balance on party confidentiality essentially untouched, and what they did instead was to expressly state an obligation that, in practice, was already largely understood to attach to the arbitrators themselves.

b. Express regulation of tribunal secretaries.

Tribunal secretaries were already addressed in the 2021 ICC Note to Parties and Arbitral Tribunals on the Conduct of Arbitration under the ICC Rules of Arbitration ("**2021 ICC Note**").[24] In this sense, the Note largely clarified what the Court already understood to be permitted.

However, given the increasingly significant role of tribunal secretaries in international arbitration, it seemed appropriate for these matters to be addressed in the Rules themselves rather than solely in a practice note.

Therefore, the 2026 Rules expressly provide that the appointment of secretaries is subject to consultation with the parties, and they must satisfy the same requirements of independence, impartiality and confidentiality applicable to arbitrators.[25] At the same time, the Rules also make clear that no decision-making authority may be delegated to them.[26]

c. Express regulation of early determination.

The inclusion of early determination in the Rules does not necessarily reflect the creation of a new power, since arbitral tribunals could already be understood to possess such authority under the general case-management provisions. In fact, the ICC had previously addressed such a mechanism in the 2021 ICC Note, which provided guidance on the expeditious determination of manifestly unmeritorious claims or defences. [27]

Now, as early determination has become a more established feature of international arbitration, expressly regulated in other arbitral frameworks, such as Rule 41 of the 2022 ICSID Arbitration Rules,[28] the ICC brought it into the Rules. This ensures that all users are equally aware of its availability, without having to rely on the 2021 ICC Note or on an understanding of the tribunal's general procedural powers.

Accordingly, Article 30 provides an express basis for tribunals to dispose of claims or defences that are manifestly without merit or manifestly outside their jurisdiction at an early stage of the proceedings.[29]

d. The timing for submission of awards has been clarified.

The previous six-month period was, in practice, largely a fallback rule rather than the timeframe within which tribunals were generally expected to render their final awards.

The ICC Court would ordinarily establish a specific timetable for the submission of draft awards, taking into account the circumstances of the case. As a result, the formal rule did not fully reflect the way in which the timing of awards was managed in practice.

20 2026 ICC Arbitration Rules, Art. 12(8).

21 2026 ICC Arbitration Rules, Art.23(3).

22 ICC Dispute Resolution 2025 Statistics. Available at: https://iccwbo.org/dispute-resolution/resources/icc-dispute-resolution-statistics/#block-accordion-1.

23 Brazil, Law No. 9,307/1996 (Brazilian Arbitration Act), art. 2(3), as amended by Law No. 13,129/2015 ("Arbitration that involves public administration will always be at law, and will be subject to the principle of publicity.") Available at: https://www.planalto.gov.br/ccivil_03/leis/l9307.htm.

24 2021 ICC Note to Parties and Arbitral Tribunals on the Conduct of Arbitration under the ICC Rules of Arbitration, Section XX. Available at: https://iccwbo.org/news-publications/arbitration-adr-rules-and-tools/note-parties-arbitral-tribunals-conduct-arbitration/.

25 2026 ICC Arbitration Rules, Art. 44 (2).

26 2026 ICC Arbitration Rules, Art. 44 (1).

27 2021 ICC Note to Parties and Arbitral Tribunals on the Conduct of Arbitration under the ICC Rules of Arbitration, Section VII, D. Available at: https://iccwbo.org/news-publications/arbitration-adr-rules-and-tools/note-parties-arbitral-tribunals-conduct-arbitration/.

28 2022 ICSID Arbitration Rules, Rule 41. Available at: https://icsid.worldbank.org/rules-regulations/convention/arbitration-rules/%20chapter-vi-special-procedures.

29 2026 ICC Arbitration Rules, Art. 30.

The 2026 Rules bring the text closer to that practice. Article 34 abandons the previous six-month period calculated from the signature or approval of the Terms of Reference and instead provides that the President of the ICC Court is responsible for fixing or extending the deadline for the final award, taking into account the procedural timetable and any reasoned request presented by the tribunal.[30]

e. Institutional changes.

The 2026 Rules also introduce changes to the governance and internal functioning of the ICC Court.

For instance, under Article 4(3) of Appendix I, proposals for the appointment of Court members submitted by ICC National Committees or Groups must now take into account the criteria and procedures established by the President of the Court.[31]

In addition, Article 4(4) expands the President's power to propose members directly to the ICC World Council.[32] Under the 2021 Rules, this possibility was limited to countries or territories where no National Committee or Group existed or where it had been suspended. The 2026 Rules remove this restriction, allowing the President to propose members through a reasoned request. These changes give the President a greater role in shaping the composition of the Court and may contribute to greater institutional alignment within the Court.

Also, the revised Rules change the composition and decision-making structure of the Court. Article 3 of Appendix I removes the category of alternate members that existed under the 2021 Rules.[33] Articles 7 to 12 provide a clearer framework for the different bodies through which the Court exercises its functions, including three-member committees, special committees, single-member committees, and plenary sessions.[34]

A clear and effective institutional framework is necessary for any institution to continue administering cases efficiently and consistently. Therefore, more transparency about the Court's internal structure and decision-making processes is welcome as these decisions directly impact the administration of ICC arbitration proceedings and the services the ICC renders.

II What did the 2026 Rules leave untouched?

As anticipated above, perhaps the most important aspect of the 2026 Rules may ultimately be the limits of the reform.

Hence, **(A)** what was left unchanged, and **(B)** what was deliberately not introduced, may ultimately be as important as the changes themselves, if not more so.

A. The DNA of ICC Arbitration is reinforced

A closer look at the 2026 Rules reveals that, despite the various changes introduced, the core features that have traditionally distinguished ICC arbitration have been carefully preserved.

For instance, party autonomy continues to play a central role, governing matters such as the applicable rules of law and, subject to the Rules, procedural arrangements.[35] Equally, tribunal discretion remains at the heart of the process whenever the parties have not reached agreement,[36] and the same continuity is apparent in the Rules' approach to the balance between efficiency and due process.[37]

Continuity is also apparent in the Rules' treatment of arbitrator independence and impartiality. Despite some discussion in favour of modifying language and bringing independence and impartiality together under a single standard assessed from the perspective of the parties, the 2026 Rules preserve the distinction traditionally adopted by the ICC.

Under Article 12(2), arbitrators remain required to disclose circumstances that may call into question their independence in the eyes of the parties, as well as circumstances that could give rise to reasonable doubts as to their impartiality.[38] The decision to retain this well-established approach is welcome, particularly given the ICC's longstanding role in shaping disclosure standards in international arbitration.

The 2026 Rules also reinforced the already existing obligation of the parties to assist arbitrators in identifying potential conflicts at an early stage. Now, apart from informing of the existence of third-party funding, the parties are also expected to identify the persons and entities that arbitrators should take into account when conducting conflict checks, together with the reasons for their inclusion.[39]

This requirement appropriately recognizes that effective disclosure depends on cooperation between arbitrators and the parties: arbitrators cannot reasonably be expected to disclose circumstances of which they are unaware, particularly where relevant connections involve subsidiaries, affiliates, or other entities associated with the parties.

30 2026 ICC Arbitration Rules, Art. 34.

31 2026 ICC Arbitration Rules, Art. 4(3) of Appendix I.

32 2026 ICC Arbitration Rules, Art. 4(4) of Appendix I.

33 2026 ICC Arbitration Rules, Art. 3 of Appendix I.

34 2026 ICC Arbitration Rules, Art. 7 to 12 of Appendix I.

35 2026 ICC Arbitration Rules, Art. 22 and 23(2).

36 2026 ICC Arbitration Rules, Art. 22(1), 23(2) and 23(3).

37 2026 ICC Arbitration Rules, Art. 23(1) and 23(4).

38 2026 ICC Arbitration Rules, Art. 12(2).

39 2026 ICC Arbitration Rules, Art. 12(5).

Likewise, institutional supervision remains a defining characteristic of ICC arbitration. One of ICC's most distinctive features, namely the scrutiny of draft awards, has not only been retained but, in some respects, reinforced.

As such, Article 34 of the 2021 Rules required draft awards to be submitted to the Court before signature, allowing it to suggest modifications as to form and to draw attention to substantive issues without interfering with the tribunal's freedom of decision. Notably, Article 37 of the 2026 Rules preserves this mechanism and now expressly provides that the Court shall also consider, to the extent practicable, questions of validity, enforceability and mandatory law at the seat of arbitration.[40] In other words, the institutional role has not been diminished.

Moreover, there are no fundamental departures with respect to case management. Despite the 2026 Rules having provided arbitral tribunals with additional procedural tools, they continue to emphasize party consultation and procedural fairness, and the new early determination offers a good example.[41] In this respect, the filing of an application does not automatically trigger the procedure, and Article 30(2) leaves it to the tribunal to decide whether the application should proceed and requires consultation with the parties before procedural measures are adopted.

In sum, albeit the ICC has modernised certain procedures and introduced additional mechanisms where useful, it has done so without disturbing the essential DNA of ICC arbitration.

B. Use of Artificial Intelligence within the Already Existing Framework

The increasing use of artificial intelligence ("**AI**") in international arbitration has generated considerable debate. In this context, it is noteworthy that the 2026 Rules did not introduce provisions specifically regulating the use of AI.

The ICC has long been attentive to the implications of technological developments for international arbitration, and earlier this year, the ICC Commission on Arbitration and ADR established a Task Force on Artificial Intelligence in Dispute Resolution.[42] This initiative suggests that the absence of detailed AI provisions from the Rules is better understood in the context of an evolving framework of practical guidance.

Additionally, the absence of a technology-specific rule does not mean that the Rules lack a normative framework capable of addressing the principal challenges created by AI. Arbitration has, after all, long relied on technological tools, and their use has always required appropriate attention to confidentiality, data protection and information security.

AI may alter the scale or nature of certain risks, but it does not introduce for the first time the need to ensure that technology is used consistently with applicable obligations. And two important issues illustrate the point particularly well: confidentiality and the delegation of the arbitrator's adjudicative function.

First, concerning confidentiality, the underlying legal issue is not new: it lies in the protection of confidential, proprietary and sensitive information. In this sense, the 2026 Rules already provide a comprehensive framework: under Article 12(8) arbitrators remain bound by confidentiality obligations, while Article 23(3) empowers tribunals to adopt measures protecting confidential information and trade secrets. [43]

Although these provisions are not AI-specific and do not answer questions such as which tools may be used or whether their use should be disclosed, it is clear that technological convenience does not override existing confidentiality obligations, and, to the extent they desire so, parties may supplement the existing framework through arrangements tailored to each case.

Second, concerning the non-delegable nature of the arbitral function, the underlying legal issue is also far from new. Arbitral practice had already faced similar questions in the context of tribunal secretaries, particularly regarding the distinction between permissible assistance and impermissible delegation of decision-making authority.

In this respect, Article 44 of the 2026 Rules provides a useful point of departure.[44] Such provision prohibits any delegation of the tribunal's adjudicative authority to the tribunal secretary. Although the provision addresses human assistance and not AI assistance, the principle it reflects is broader: the adjudicative mandate belongs to the arbitrator.

As a result, the existing framework accommodates many of the challenges posed by emerging technologies, even in the absence of AI-specific regulation. That is not to say that more detailed provisions or guidance may not become desirable in the future, but, at least for the time being, the Rules provide a robust normative foundation from which such developments can emerge.

40 2026 ICC Arbitration Rules, Art. 37.

41 2026 ICC Arbitration Rules, Art. 30.

42 ICC Commission on Arbitration and ADR. Available at: https://iccwbo.org/dispute-resolution/thought-leadership/commission-on-arbitration-and-adr/.

43 2026 ICC Arbitration Rules, Art. 12(8) and 23(3).

44 2026 ICC Arbitration Rules, Art. 44.

Conclusion

Viewed as a whole, the 2026 Rules are not a fundamental redesign of the ICC framework: they are a careful refinement of a system that has proved capable of adapting to the changing needs of international dispute resolution.

By preserving the essential features that have long defined ICC arbitration and introducing specific and targeted improvements, the revised Rules reflect the ICC's ability to combine institutional stability with procedural innovation.

Here, the ICC teaches us an important lesson: arbitral institutions must remain attentive to practical developments and to the concerns of the arbitration community, without changing features that continue to work effectively and enjoy broad acceptance among users.

In the end, with its newest revision and reform, the ICC has confirmed that its core framework remains fit for the demands of users in today's world.

Contacts

José Feris
Partner
Paris | +33 1 5383 1160
jose.feris@squirepb.com

Ana Luiza Castro
Associate
Paris | +33 1 5383 7400
analuiza.castro@squirepb.com

The opinions expressed in this update are those of the author(s) and do not necessarily reflect the views of the firm, its clients, or any of its or their respective affiliates. This article is for general information purposes and is not intended to be and should not be taken as legal advice.

© Squire Patton Boggs. All Rights Reserved 2026.

72487/10/26