
LE TRIBUNAL D'ARBITRAGE INTERNATIONAL DE COMMERCE AUPRES DE LA CHAMBRE EUROPEENNE D'ARBITRAGE

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PROVISIONS ON ARBITRATION COSTS

of the International Commercial Arbitration Court under
the International non-profit association "European Arbitration Chamber"
(Brussels, Belgium)

In force as of November 11, 2020.

Of all the language versions of the ICAC Provisions on Arbitration Costs, the English version is considered prevailing.

Article 1 General Provisions

- 1.1. **Amount in dispute** is the sum of all claims, counterclaims and off-set claims. If the amount in the dispute cannot be determined, the President of the ICAC determines the amount of the Arbitration fee, taking into account all the circumstances relevant to the case.
- 1.2. **Registration fee** is a fee paid by the Claimant upon filing a Request for arbitration to the ICAC to cover the costs related to the initiation of the proceedings.
- 1.3. **Arbitration fee** is a fee paid by the parties for each claim accepted for consideration by the ICAC to cover the costs of organizing and conduct of the arbitration proceedings in the ICAC.
- 1.4. **Additional costs of the arbitration proceedings** are costs, incurred in connection with the arbitration proceedings in each individual case, namely: travel expenses of the Arbitral Tribunal and the Secretary of the Arbitral Tribunal, postal expenses, costs for experts, translators, transcript of the arbitration hearings, audio and video recording, relocation of the arbitration hearings and rental of premises for hearings outside of Brussels (Belgium) etc.
- 1.5. **Expenses of Parties** are the expenses incurred by each party separately in connection with the protection of its interests in the ICAC (travel expenses of the representatives, lawyers' fees, etc.).
- 1.6. **Bank commission** for the payment of any fees and expenses to the bank account of the International non-profit association "European Arbitration Chamber" shall be borne by the party making such payment.

Article 2 Registration Fee

- 2.1. The Registration fee according to the paragraphs 6.3-6.4 of Article 6 of the ICAC Arbitration Rules is a fixed fee paid by the Claimant upon filing the Request for Arbitration in the ICAC.
- 2.2. The Registration fee of 1.000,00 EUR (VAT excl.) is payable. In addition to the Registration fee, 21% VAT shall be paid (if applicable).
- 2.3. The Registration fee is non-refundable.
- 2.4. The Registration fee is paid to the bank account of the International non-profit association "European Arbitration Chamber" and is considered paid on the day it is credited to the mentioned bank account.

Article 3 Arbitration fee

- 3.1. In accordance with paragraph 33.4 of Article 33 of the ICAC Arbitration Rules, the President of the ICAC determines the amount of the Arbitration fee based on the complexity of the case and the amount in dispute in accordance with Table 1 of these Provisions.
- 3.2. The Arbitration fee consists of the Arbitrators' fee and the ICAC Administrative fee. The Arbitrators' fee may range from 30% to 70% of the total amount of the Arbitration fee. The percentage of the Administrative fee and the Arbitrators' fee is determined by the President of the ICAC, depending on the complexity of the case, the fee of each of the arbitrators and other conditions.
- 3.3. The rates of the Arbitration fee mentioned in Table 1 of these Provisions shall be paid in the event the case is considered by the Arbitral Tribunal consisting of 3 (three) arbitrators. If the case is considered by the Sole Arbitrator, the amount of the Arbitration fee is reduced by 20%.
- 3.4. In exceptional cases, the President of the ICAC may deviate from the amounts indicated in Table 1 of these Provisions.
- 3.5. In addition to the Arbitration fee, 21% VAT shall be paid (if applicable).
- 3.6. The President of the ICAC may consider party's request for the refund of paid arbitration costs in the event of prematurely terminated proceedings only if it was filed before the transmission of the case to the Arbitral Tribunal.
- 3.7. The Arbitration fee rates shown in Table 1 of these Provisions do not include VAT, which may be subject to the Arbitrators' fee. Arbitrators, who are subject to VAT, shall inform the ICAC Secretariat of the estimated value of VAT upon accepting their mandate.
- 3.8. The Arbitration fee is paid to the bank account of the International non-profit association "European Arbitration Chamber".
- 3.9. To determine the amount of the Arbitration fee in each case, the amount in dispute (unless it is expressed in EUR) shall be converted into EUR at the exchange rate of the National Bank of Belgium established on the date of filing the Request for Arbitration.

Table 1. Arbitration fee

Amount in dispute, EUR	Arbitration fee (VAT excl.), EUR
from 20.000,00	3.000,00
from 20.001,00 to 50.000,00	4.500,00
from 50.001,00 to 100.000,00	6.500,00
from 100.001,00 to 250.000,00	3.200,00 + 4 % of the amount in dispute
from 250.001,00 to 500.000,00	7.000,00 + 3 % of the amount in dispute
from 500.001,00 to 1.000.000,00	11.500,00 + 2 % of the amount in dispute
from 1.000.001,00 to 3.000.000,00	14.500,00 + 1 % of the amount in dispute
from 3.000.001,00 to 5.000.000,00	17.750,00 + 0,7 % of the amount in dispute
from 5.000.001,00 to 10.000.000,00	27.500,00 + 0,525 % of the amount in dispute
from 10.000.001,00 to 50.000.000,00	47.500,00 + 0,2 % of the amount in dispute
from 50.000.001,00	101.500,00 + 0,1 % of the amount in dispute

Article 4 Advance on Additional Costs of Arbitration

- 4.1. In addition to the Arbitration fee, the President of the ICAC by his order may determine the amount of advance payment to cover the costs of the Arbitral Tribunal and the ICAC that may arise during the consideration of the dispute and incur a reasonable amount (including travel expenses of the Arbitral Tribunal and the Secretary of the Arbitral Tribunal, postal expenses, costs for experts, translators, transcript of the arbitration hearings, audio and video recording, relocation of the arbitration hearings and rental of premises for hearings outside Brussels (Belgium)). Each party shall pay its half of the advance to cover such costs. If a party fails to make the required payment, the ICAC Secretariat provides the other party with the opportunity to do so within a set period of time. If the

parties fail to pay, the President of the ICAC may issue an order to suspend the proceedings. If the other party makes the requested payment, the Arbitral Tribunal may, at the request of this party, issue a separate award for the reimbursement of this payment.

- 4.2. The Arbitral Tribunal may undertake the procedural steps provided for in paragraph 1.4 of the Article 1 and paragraph 4.1 of Article 4 of these Provisions only once the prospective costs are sufficiently covered.

Article 5 Expenses of the parties

- 5.1. The Arbitral Tribunal may order the losing party to pay any costs incurred by the prevailing party in connection with the protection of its interests in the ICAC (travel expenses, lawyer's fee, etc.) in amount, which the Arbitral Tribunal shall consider reasonable and faithful.

Article 6 Different Allocation of Arbitration Fees and Other Costs

- 6.1. Taking into account the circumstances of the case, the Arbitral Tribunal may decide on different allocation of the Arbitration fee, additional costs of the arbitration proceedings and parties' costs between the parties and may, in particular, order one party to pay in favor of other party the unnecessary costs incurred by this party due to inappropriate or bad faith actions of the other party. Such actions mean, in particular, actions that have caused an unreasonable delay in the arbitration proceedings.

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