

**PARIS INTERNATIONAL
ARBITRATION CHAMBER**



**RULES FOR THE PROVISION
OF ARBITRAL SERVICES**

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SECTION 1 : INTRODUCTORY PROVISIONS

Article 1 : Prerogative of the Paris International Arbitration Chamber

- 1.1.** The PARIS INTERNATIONAL ARBITRATION CHAMBER (the « Chamber ») is an independent and non-profit institution whose purpose is the resolution of disputes through mediation and arbitration.

The Chamber does not itself resolve disputes submitted to it, but organises and administers, for each of them, mediation or arbitration, as the case may be, in accordance with the Chamber's rules.

- 1.2.** The Chamber is the only body allowed to organise and administer mediations and arbitrations subject to the Chamber's rules.

- 1.3.** The Chamber carries out its missions, in a mediation or arbitration, through a secretariat (the "Secretariat"), under the direction of its Secretary General.

The Secretariat may be assisted in its work by the Chamber's Arbitration and Mediation Commission as well as by the Chamber's Award Scrutiny Committee, pursuant to the provisions of the Chamber's arbitration rules.

- 1.4.** The Chamber may also organise and administer mediations and arbitrations not subject to its rules, under terms agreed upon between the parties and the Chamber.

Article 2 : Definitions

In the present rules for the provision of arbitral services (the "Rules"):

- a)** "arbitral tribunal" indicates a three-membered arbitral tribunal or a sole arbitrator;
- b)** "arbitration agreement" indicates any arbitration clause or submission agreement;
- c)** "arbitrator" indicates a presiding arbitrator, co-arbitrator or sole arbitrator;
- d)** "article" indicates an article of the Rules;
- e)** "claimant" indicates one or more claimants;
- f)** "excl. tax" indicates an amount exclusive of tax;
- g)** "non-CAIP arbitration" indicates any arbitration, *ad hoc* or institutional, that is not conducted in accordance with the Chamber's arbitration rules;
- h)** "party" or "parties" indicate any party to the arbitration.

Article 3: Scope of the Chamber's rules for the provision of arbitral services

- 3.1.** The Chamber's rules for the provision of arbitral services are applicable to any request for the provision of such services (the "Request") submitted by one or more of the parties.
- 3.2.** The provision of arbitral services by the Chamber is subject to the version of its rules in force on the date of receipt of the Request by the Chamber.

Article 4: Available arbitral services

- 4.1.** Within any non-CAIP arbitration, the Chamber, acting through the Secretariat, may provide the following arbitral services:
- a)** appoint, confirm, rule on the challenge to, or replace any arbitrator;
 - b)** assist the parties and/or the arbitral tribunal in the establishment and/or conduct of the proceedings in accordance with:
 - i.** the Chamber's arbitration rules, under the terms agreed upon between the parties and the Chamber; or
 - ii.** any other arbitration rules or set of rules, under the terms agreed upon between the parties and the Chamber.
- 4.2.** In providing the service referred to in article 4.1.b, the Chamber, acting through the Secretariat, may notably:
- a)** appoint, confirm, rule on the challenge to, and/or replace any arbitrator;
 - b)** decide on the consolidation of arbitrations;
 - c)** appoint any expert;
 - d)** act as assistant or administrative secretary to the arbitral tribunal;
 - e)** assist the arbitral tribunal in the communication of documents by postal mail;
 - f)** act as depositary for any sums related to the arbitration;
 - g)** administer any sums related to the arbitration;
 - h)** verify typographical, grammatical and/or similar errors in draft documents of the arbitral tribunal;
 - i)** reserve rooms for hearings and/or meetings;

- j)** assist in the procurement of any administrative, logistical and/or technical service for the conduct of hearings and/or meetings, notably:
 - i.** catering;
 - ii.** stenographer ;
 - iii.** interpreter and/or interpretation booth;
 - iv.** audiovisual equipment;
 - v.** security and/or reception;
 - vi.** reprographics, printing and/or binding;
- k)** extend any time limit, including the time limit for the award;
- l)** issue certified true copies of any document;
- m)** provide any other service agreed upon by the parties.

SECTION 2 : PROVISION OF ARBITRAL SERVICES

Article 5 : Request for the provision of arbitral services

5.1. Any party wishing the provision of arbitral services shall submit its Request to the Chamber, as well as to the other parties where such request is not made jointly by all the parties.

The Request contains notably the following information:

- a)** the full names, descriptions, postal and email addresses or other contact details of each of the parties and of any person representing them;
- b)** if applicable, the full names, descriptions, postal and email addresses or other contact details of each arbitrator;
- c)** a full description of the arbitral services requested;
- d)** a copy of all relevant agreements between the parties and, in particular, of the arbitration agreement;
- e)** any applicable time limits;
- f)** if applicable, any observations on the constitution of the arbitral tribunal, the applicable rules of law, the place and language of the arbitration;
- g)** any other information deemed relevant;
- h)** all relevant supporting documents.

- 5.2. In case of non-compliance with the provisions of article 5.1, the Chamber may invite the claimant to comply therewith within fifteen (15) days, failing which the Request shall be automatically withdrawn.
- 5.3. Upon receipt of the Request, the Chamber shall invite the submitting party to pay the opening fee and advance the fees for the provision of arbitral services in accordance with articles 9 and 10.
- 5.4. The Chamber may, at its discretion, decline to provide any service requested.

Article 6 : Comments on the request for the provision of services

If applicable, the Chamber shall notify the Request to the parties who did not submit it and grant them a period to submit comments, taking into account any applicable time limits.

Article 7 : Notifications and communications

- 7.1. All notifications and communications shall be made by email.
- 7.2. All notifications and communications to the Chamber shall be sent to the email address procedure@arbitrage.org.
- 7.3. Notifications and communications to a party shall be made:
 - a) to the email address of its counsel when that party is represented; or, failing that,
 - b) to the email address indicated by that party or used by it to communicate with the Chamber; or, failing that,
 - c) by any means with acknowledgement of receipt to the postal address of the party concerned as indicated in the Request.
- 7.4. Any change of email address shall be notified to the opposing party and to the Chamber as soon as possible.
- 7.5. Notifications and communications to a party shall be deemed valid if made in accordance with article 7.3. The Chamber may under no circumstances be held responsible for any technical malfunctions
- 7.6. All notifications and communications from a party shall be sent to the opposing party, so as to guarantee the respect for the adversarial principle and rights of defence.

Article 8: General rule

The Chamber carries out its missions taking into account the parties' agreements, the arbitral tribunal's orders, the applicable rules and, where applicable, the relevant provisions of the Chamber's arbitration rules in force on the date of receipt of the Request by the Chamber.

SECTION 3: COSTS

Article 9: Opening fee

9.1. The opening fee, set at three thousand euros (€ 3,000) excl. tax, must be paid within fifteen (15) days from the Chamber's confirmation of receipt of the Request, failing which the Request shall be automatically withdrawn.

9.2. The opening fee shall, in any case, be non-refundable as of its payment.

Article 10: Fees for the provision of arbitral services

10.1. The fees for the provision of the services referred to in article 4.1 are set as follows :

Appointment of an arbitrator	four thousand euros (€4.000) excl. tax
Confirmation of an arbitrator	four thousand euros (€4.000) excl. tax
Decision on a challenge	four thousand euros (€4.000) excl. tax
Replacement of an arbitrator	four thousand euros (€4.000) excl. tax

When several services referred to in article 4.1 are requested, a discount on the fees for all the services shall be applied as follows:

- a)** ten percent (10%) in case of two (2) services;
- b)** fifteen percent (15%) in case of three (3) services; and
- c)** twenty percent (20%) in case of four (4) services.

10.2. The fees for the provision of the service referred to in article 4.2 are calculated on the basis of the amount in dispute and the fee scales in force on the date of the Request.

10.3. The Chamber reserves the right to propose fees that deviate from the provisions of articles 10.1 and 10.2 so as to accommodate the parties' requests.

10.4. The fees must be advanced as soon as requested by the Chamber.

The claimant must advance the fees, unless otherwise agreed by the parties. However, any party may advance the full amount or the outstanding balance of the fees that has not been advanced.

No service shall be provided until the fees have been advanced.

10.5. The Request shall be automatically withdrawn if the fees are not advanced, at the latest, within sixty (60) days from the Chamber's confirmation of receipt of the Request.

10.6. The fees advanced shall, in any event, be non-refundable, even if, thereafter, the Request is withdrawn or any circumstance or measure, agreed or obtained by the parties, renders the services unnecessary.

SECTION 4 : ADDITIONAL PROVISIONS

Article 11 : Interpretation of the rules for the provision of arbitral services

The Secretariat has the authority to interpret the Rules.

Article 12 : Liability

Under no circumstances shall the Chamber, the Secretariat or any person appointed by them be liable for facts, acts or omissions in connection with services provided under the Rules, except in case of intentional wrongdoing or gross negligence.

Article 13 : Competent jurisdiction and applicable law

13.1. All disputes arising between the Chamber and the parties out of or in connection with the provision of services under the Rules shall be submitted to the exclusive jurisdiction of the competent courts of Paris, France.

13.2. The relationship between the Chamber and the parties in connection with the provision of any services under the Rules shall be governed by French law.



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