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Guideline on the Use of AI in Arbitration (2025)

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Preamble

In recent years new technology has become an integral part of the legal profession. Information technology tools used in arbitration include tools powered by or otherwise embodying Artificial Intelligence (AI). The development of AI is complemented by the ongoing demand for increased professional efficiency which is expected to continue and possibly accelerate.

Introduction

The Chartered Institute of Arbitrators Guideline on the Use of AI in Arbitration (2025) (the **'Ciarb AI Guideline'**) seeks to give guidance on the use of AI in a manner that allows dispute resolvers, parties, their representatives, and other participants to take advantage of the benefits of AI, while supporting practical efforts to mitigate some of the risk to the integrity of the process, any party's procedural rights, and the enforceability of any ensuing award or settlement agreement.

The Ciarb AI Guideline is based on current and known developments in the industry and the procedural issues to which the use of AI gives rise and may give rise in the future. The Ciarb AI Guideline seeks to address the impact of AI on arbitration rather generally. The Ciarb AI Guideline is not intended to be a manual or user guide to different AI Tools. Its authors nonetheless acknowledge that due to the rapid development of new technologies, there may be a need to revisit and update the Ciarb AI Guideline periodically.

The Ciarb AI Guideline is intended for use in conjunction with, and does not supersede, any applicable laws, regulations or policies, or institutional rules related to the use of AI in an arbitration.

The Ciarb AI Guideline addresses issues that participants in arbitral proceedings should keep in mind when considering the use of AI.

Part I outlines the benefits and risks of the use of AI in arbitration.

Part II sets out general recommendations on the use of AI in an arbitration.

Part III addresses arbitrators' powers to give directions and make rulings on the use of AI by parties in arbitration.

Part IV addresses the use of AI in arbitration by arbitrators.

Appendix A is a template Agreement on the Use of AI In Arbitration.

Appendix B is a template Procedural Order on the Use of AI in Arbitration.

Although the plain English uses and definitions of these terms may vary outside of the Ciarb AI Guideline, the capitalised terms used in the Ciarb AI Guideline have the following meanings.

- **AI** is a machine-based system that, for explicit or implicit objectives, infers from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI systems vary in their levels of autonomy and adaptiveness after deployment (*OECD definition).

- **AI Tool** is a tool or platform which relies on, incorporates, or utilises some form of AI.

- **GenAI Tool** is an AI Tool consisting of deep-learning models capable of generating narrative text, computer code, financial analysis, mathematical calculations, graphics or other output which either serves as a substitute for human-generated output or materially modifies human-generated output.[1]

- **Hallucination** (AI context) refers to an invented and fictitious piece of information generated by an AI Tool and presented by that AI Tool as factually correct.

- **Machine learning** is the use of data to imitate the way humans learn within a computer system, which may form part of or contribute to an AI system.[2]

- **Natural language processing** refers to a computer science programme capable of identifying, processing and responding to written or spoken language.

- **Mandatory Rule** means a valid and binding rule of applicable law, regulation, or public policy, the application of which may not be waived by agreement of parties, by the Tribunal, or otherwise by an individual or entity subject to it.

- **Tribunal** means the arbitrator or arbitrators who have been duly appointed to decide a given dispute and who have accepted such appointment.

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[1] Cf definition from IBM website: "Generative AI refers to deep-learning models that can generate high-quality text, images, and other content based on the data they were trained on."

[2] Cf definition from IBM website: "... computers and machines to imitate the way that humans learn, to perform tasks autonomously, and to improve their performance and accuracy through experience and exposure to more data."

Part I

Benefits and Risks of the Use of AI in Arbitration

1. Benefits of AI in arbitration

1.1. Efficiency and quality: AI has the potential to significantly enhance the arbitral process in terms of efficiency and quality. A vast range of AI Tools are available to individuals and organisations involved in legal disputes. These tools may be used in different contexts and phases of a dispute with a view to assist with various tasks including those listed in this section.

1.2. Legal research: AI-based research tools can outshine engines that use traditional search technologies by excelling in adaptability and continuous improvement. Their superiority lies not only in user-friendliness, facilitated by Natural Language Processing (NLP) driven enhanced search capabilities, but also in their ability to construct predictive models, discerning precisely what users seek in their queries.

1.3. Data analysis: AI can expedite the processing of intricate information through the utilisation of text mining and text analysis tools. The deployment of AI, for instance, for the detection of conflicting statements within text can offer an objective means of identifying essential patterns, correlations, and disparities within vast datasets.

1.4. Text generation: AI Tools can assist with systemising, structuring, generating and summarising texts, as well as ensuring that the wording used is consistent and coherent, grammatically correct and clear.

1.5. Collecting evidence: AI has the potential of streamlining the taking of evidence in an efficient and consistent way.

1.6. Translation and interpretation: AI Tools have the potential to translate documents used in the proceedings and perform simultaneous translation of statements made during the proceedings including witness examinations. Such tools may also play a role in harmonising the interpretation of documents and statements where several languages are used in the proceedings.

1.7. Transcription of Hearings: AI Tools can generate hearing transcripts at a fraction of the cost of human stenographers.

1.8. Detecting the use of AI: AI detection tools can detect deep fakes and assessing the authenticity of evidence by ascertaining that it has not been fabricated by other AI technology.

1.9. Case analysis: AI Tools have the potential to go beyond legal research and data analysis and provide predictions of potential case outcomes and insights on the likely response to certain procedural strategies or arguments. Such tools could increase efficiency and predictability of outcome.

1.10. Equal Treatment of Parties: AI can be used to help remedy "inequality of arms", if the right tools are available to an under resourced party at reasonable cost.

2. Risks associated with use of AI in arbitration

2.1. The use of AI Tools in arbitration gives rise to several risks, including enforceability of arbitral awards and other adverse implications for due process rights, the rule of law, the administration of justice, the credibility and legitimacy of arbitration, and the environment. Ensuring transparency in the deployment of these tools and exercising caution regarding ethical, procedural and technological concerns, including those listed in this section, is of paramount importance.

2.2. Confidentiality: The use of third-party AI entails substantial risks in regard to confidentiality, which is a fundamental prerequisite in the realm of arbitration. Inputting confidential data into a third-party AI Tool will inevitably raise concerns about how such data is stored, protected from outside access, used for machine learning purposes and potentially presented to third parties as output from their use of the same AI platform. Real-world AI applications can use multiple tools and platforms, which may make it difficult to identify which data is being used and where it is stored. It's important to carefully consider the context in which the relevant data was given and whether permission has been obtained to use it for purposes beyond resolving the dispute. The use of confidentiality agreements and a deeper understanding of how such tools protect confidentiality from misuse or cyber attacks will be necessary. When evaluating and considering AI Tools, it is important to consider whether the AI Tool has been vetted, has sufficient privacy and security standards, and whether it is an open or closed model. Not all AI Tools are equal in this regard.

2.3. Data integrity and security: Cybersecurity is a vital concern, particularly due to a general trend to move away from traditional hard-copy submissions and increasingly sophisticated hacking, phishing schemes, and other threats. Participants in arbitral proceedings should be informed of and vigilant regarding any enhanced vulnerability to cybersecurity threats flowing from AI use by arbitration participants and third parties.

2.4. Impartiality and independence: Questions related to bias take on a distinct character when contemplating the use of an AI Tool by arbitrators. In this context, potential algorithmic bias may emerge due to the selection of a specific dataset and the configuration of a particular algorithm. Apart from the bias issue and its implications for the objectivity of the information supplied to arbitrators via an AI

Tool, there is also the peril of affirmational authority bias and cognitive inertia that could impact arbitrators who rely on AI. In order to limit such risks, arbitrators or other authorities using AI for their decisions need to assume responsibility for the outcome and rationale of their decisions. The extent to which impartiality or independence risks arise will obviously vary widely depending on how certain AI Tools are used by arbitrators. Using an AI Tool to search for evidence on an issue within the case documents submitted by parties carries a different (and likely far lower) risk than use of an AI Tool to decide an issue in dispute.

2.5. Due process: The use of AI Tools in arbitration may give rise to due process issues including inequality of arms and significant discrepancies in parties' respective ability to understand the case advanced against them. The use of an AI Tool as an aid in factual case analysis might impinge upon the right to present a party's case and the implicit obligation of arbitrators to consider and address all of the parties' arguments and exhibits, rather than a limited selection determined by an AI Tool. Use of an AI Tool as an aid to identify the relevant legal framework may also carry such risk. Also in this case, paternity of the decision and assumption of responsibility are crucial aspects to limit the risk of due process violations.

2.6. The "Black box" problem: Comprehending the precise mechanism by which an AI Tool arrives at a particular outcome can prove challenging. While users may be able to scrutinise the data used for training a prediction tool and the underlying algorithm designed to detect patterns, users may not fully grasp the algorithm's intricate evolution and functioning. This inherent "black box" quality may impede human oversight over the accuracy of decisions or predictions produced by the AI Tool. Even where such assessment is possible, the "black box" nature of many AI Tools can encumber the obligation to furnish transparent and truthful justifications for specific decisions. As a result, a cautious approach becomes imperative when using information generated under such circumstances. The same applies to Hallucinations, such as academic sources and pieces of legislation or evidence.

2.7. Enforceability of arbitral awards: The rapid advancement of technology has led to a number of legislative and regulatory initiatives. In the short term, this may lead to uncertainty, as some AI Tools may be banned or restricted in certain jurisdictions. It is, therefore, imperative that the parties' choice of technology and the conduct of a case do not conflict with any Mandatory Rule, applicable laws, regulations or policies, or institutional rules related to the use of AI in an arbitration.

2.8. Impact on energy use and the environment: AI Tools tend to require a high level of energy and therefore the use of AI in arbitration and its potential benefits may need to be considered in light of any impact of proceedings on the environment.

2.9. The extent to which any of these risks are potent in any particular arbitration will depend on the AI Tool in question, the nature of the arbitration, and the use to which the AI Tool is being put.

Part II

General Recommendations About Use of AI in Arbitration

3. General

3.1. Parties and arbitrators are encouraged to make reasonable enquiry about any prospective AI Tool to be used in an arbitration with a view to understand the technology, function, and data to the best of their ability.

3.2. Parties and arbitrators are encouraged to engage in understanding the potential risks associated with any prospective use of AI and weigh perceived benefits of using AI Tools against any arbitration-related risks flowing from AI use and other adverse implications for due process rights, the rule of law, the administration of justice, the credibility and legitimacy of arbitration, and the environment.

3.3. Parties and arbitrators are encouraged to make reasonable enquiry about any AI-related law, regulation, rule of court (if relevant) applicable in the relevant jurisdictions.

3.4. Unless the Tribunal and the parties expressly agree to the contrary in writing (subject to any applicable Mandatory Rule), the use of an AI Tool by any participant in the arbitration, shall not diminish their responsibility and accountability that would otherwise apply to them without the use of an AI Tool.

Part III
Parties' Use of AI
In an Arbitration

4. Arbitrators' powers to give directions and make procedural rulings on the use of AI

4.1. The use of AI by parties falls within the general power of arbtirators to conduct the proceedings including giving directions and making procedural rulings, subject to any express prohibition agreed by the parties or flowing from mandatory applicable laws, regulations, policies, or institutional rules, to the extent that it may have an impact on the procedure.

4.2. To the extent relevant in proceedings which it conducts, the Tribunal may appoint AI experts if they require their assistance with understanding any AI Tool or aspects of AI and/or potential implications of adopting the relevant tool or technology in the circumstances of the case.

4.3. Arbitrators may regulate the use of AI by parties with a view to preserve the integrity of arbitral proceedings which they oversee and ensure the validity and enforceability of any ensuing awards.

4.4. Subject to the private use of AI by parties, arbitrators may require disclosure of the use of an AI Tool (see Article 7 Disclosure).

4.5. Arbitrators may not regulate the private use of AI by parties to the extent that such private use does not interfere with the proceedings and the integrity of the arbitration process and is generally allowed in litigation in the domestic courts in the relevant jurisdiction.

4.6. Arbitrators are encouraged to record any decision on the use of AI in a procedural order. The arbitrators and the parties may review and reconsider any decision on the use of AI during the course of the proceedings. If the use of AI was contentious, the arbitrators may consider addressing the use of AI in its award.

4.7. If parties fail to comply with directions or procedural orders on the use of AI, arbitrators should assess any impact of that failure on the proceedings. Arbitrators may thereafter take any measure to remedy that failure, make any further rulings on the use of AI, draw any appropriate conclusion (including drawing adverse inferences, if appropriate), or take such failure into account when awarding costs.

5. Party autonomy

5.1. Subject to any limitation or prohibition flowing from applicable laws, regulations or policies, institutional rules, or the arbitration agreement, the parties may by their agreement exercise their autonomy to agree whether and how AI may be used by parties in the arbitration. The parties may also propose specific AI Tools that may or may not be utilised or agree on any limits thereof.

5.2. When the arbitrator receives a request for arbitration, it should ascertain whether and how the parties provided for the use of AI in their arbitration agreement.

5.3. In case the arbitration agreement is silent or unclear on the use of AI, and the parties have not raised the issue in their initial communications with the institution or the arbitrators, the arbitrators are encouraged to invite the parties to express their views on the subject at the appropriate time (either at the first case management conference or later).

5.4. The parties may discuss the subject of the use of AI. Although, the arbitrators may intervene in the discussion to clarify what AI Tools or classes of tools may be available to the parties, how they could be used in the course of the arbitral proceedings, any risks thereof (e.g., as to accuracy, privacy etc.), and any other issues of that the arbitrators or the institution consider the parties should be aware.

6. Ruling on use of AI and admissibility of AI-generated material in the arbitration record

6.1. In case of any disagreement between parties on the use of AI in the arbitral proceedings, arbitrators may be requested to make a ruling on the use of AI based on the overall circumstances of the case.

6.2. If the arbitrators consider that the use (or non-use) of AI by one or more party jeopardises the integrity of the arbitral proceedings, arbitrators may make a ruling on the use of AI of their own motion after consulting the parties.

6.3. In making a ruling on the use of AI, arbitrators may take into account any benefits of using the relevant AI Tool (including any cost and/or time saving) and any risks associated with such AI Tool including whether it may have an impact on the evidence, fairness including due process and equality of arms, and confidentiality.

6.4. In making a ruling on the use of AI, arbitrators may consider the nature and specific features of the relevant AI Tool, including the data underpinning the output produced, the presence of any bias, as well as the quality, accuracy and security of the AI Tool.

6.5. In considering a challenge to the bias of an AI Tool, arbitrators are encouraged to consider the data used to train the model (where available and appropriate). Arbitrators may also consider requesting disclosure by the party using the model of any debiasing tools used within the model and any audits conducted for bias, although it may not be possible to fully eliminate bias from a model without impacting its accuracy.

6.6. In assessing whether AI-assisted or AI-generated content may be admitted to the record, arbitrators may (where relevant) assess the extent to which source data for the machine-generated content is on the record. Where the link between evidential source material and the model output is not clear, and where that link is a relevant factor in assessing whether the content should be admitted, arbitrators may seek submissions from the parties to explain how inputs from the record are linked to machine-generated outputs.

6.7. When making a ruling on the use of AI, arbitrators must consider and be guided by applicable laws, regulations or policies, or institutional rules related to the use of AI in an arbitration. Among others, this legal and regulatory framework includes: (i) the law of the seat of arbitration; (ii) the law and rules governing the proceedings, including the institutional arbitration rules; (iii) the national laws of parties; and (iv) any applicable ethical rules.

6.8. Although such laws and regulations may not be expressly aimed at regulating the use of AI in arbitral proceedings (e.g., those on privacy, cybersecurity, copyright and competition, which may have a broader and more general reach), they may nonetheless affect the arbitrators' or the parties' decision to allow, prohibit or limit the use of AI in the arbitration proceedings in question. Local laws and regulations may be mandatory in the relevant legal systems, which may affect the validity and/or enforceability of awards issued in conflict with them.

7. Disclosure

7.1. Disclosure of the use of an AI Tool may be required to the extent that its use may have an impact on the evidence, the outcome of the arbitration or otherwise involve a delegation of an express duty toward the arbitrators or any other party.

7.2. Disclosure of the use of AI may be required to ensure transparency over its use and ultimately preserve the integrity of the arbitration and/or the validity and enforceability of the award. The rationale for disclosure is to provide an opportunity for other arbitration participants to understand the manner and context in which AI has been used or is to be used.

7.3. Unless otherwise agreed by the parties, and after consulting them, the arbitrators may impose certain AI-related disclosure obligations on the parties including any party-appointed experts or factual witness. In this context, arbitrators may make directions as to the type of AI covered by the obligation to disclose, circumstances in which disclosure is required, to whom disclosure is to be made and within which timeframe.

7.4. Unless ordered otherwise, any duty to disclose is of a continuous nature and will generally stand throughout the entire arbitration proceedings.

7.5. In formulating a duty to disclose and assessing a party's compliance, the arbitrators may consider any potential inconsistency between disclosure and any duty of confidentiality or legal impediment entitling a party to withhold certain information about their case.

7.6. If a party fails to disclose the use of an AI Tool in contravention to the arbitrator's direction, the arbitrator may take steps to inquire about the failure to disclose and give parties an opportunity to comment.

7.7. Arbitrators should assess any impact of such failure to disclose on the integrity of the proceedings. Arbitrators may thereafter take any measure to remedy that failure, make any further rulings on the use of AI, draw any appropriate conclusion (including drawing adverse inferences, if appropriate), or take such failure into account when awarding costs.

Part IV
Use of AI by Arbitrators

8. Discretion over use of AI by arbitrators

8.1. Arbitrators may consider using AI Tools in the context of their mandate to enhance the arbitral process including its efficiency and the quality of the arbitrators' decision-making.

8.2. Arbitrators should not relinquish their decision-making powers to AI but may use AI to support more accurate and efficient processing of submitted information, always ensuring independent judgment. Arbitrators are advised to refrain from using AI in ways that could compromise the integrity of the proceedings or the validity or enforcement of the award. Specifically, the Tribunal should avoid delegating any tasks to AI Tools, such as legal analysis, research and interpretation of facts and law, or application of the law to the facts, if such use could influence procedural or substantive decisions.

8.3. Arbitrators should also independently verify the accuracy and correctness of information obtained through AI, ensuring their judgment is free from confirmation bias and other distortions. They should conduct their own research, using AI-generated information as a supportive tool, while maintaining a critical perspective to prevent undue influence on their decisions, including through appropriate supervision.

8.4. An arbitrator shall assume responsibility for all aspects of an award, regardless of any use of AI to assist with the decision-making process.

9. Transparency over use of AI by arbitrators

9.1. Unless otherwise agreed by the parties, the arbitrators are encouraged to consult with the parties on the use of any AI Tool by the arbitrators and provide the parties with an opportunity to comment and oppose to such tool being used by the arbitrators. If the parties disagree on the use of AI by the arbitrators, the arbitrators should refrain from using the specified AI Tool. Where the parties agree on the specific use of AI by the arbitrators, the arbitrators are encouraged to make a decision to proceed or not in light of all the circumstances of the case including considerations detailed in paragraphs 8.1 – 8.4 above.

9.2. An arbitrator sitting on a Tribunal should consult with the other arbitrators sitting on the same Tribunal on their use of any AI Tool in the context of its mandate.

Appendix A
Agreement on the Use of AI in Arbitration

Agreement on the Use of AI in Arbitration

[**Note:** May be stand-alone or incoporated into arbitration agreement]

This Agreement on the Use of AI in Arbitration is made on the [●] day of [●] YEAR

between:

(1) [●], a company registered in [●] with registered number [●] whose registered office is at [●] (hereinafter, along with its permitted successors and assignees, called the "[●]");

And

(2) [●], a company registered and existing under the laws of with registered number [●] whose registered office is at [●] (hereinafter, along with its permitted successors and assignees, called the "[●]");

(Individually [●] and [●] being a "**Party**" and collectively the "**Parties**").

Whereas

1. On [●] the Parties entered into [●] (the "**Contract**").
2. The Contract includes the following arbitration clause (the "**Arbitration Clause**"): [●].
3. Subject to any applicable laws, the Parties intend to regulate the use of AI Tools in the context of any arbitration proceedings under the Arbitration Clause.

Now the parties hereby agree as follows:

4. The Parties, including their representatives and experts in the proceedings, are allowed to use AI Tools in preparation for or during the arbitration proceedings.

5. The use of AI Tool shall be limited to the permitted AI Tools [OPTIONS: (i) as listed in Annex [●]; (ii) or having the following characteristics: [●]; (iii) or excluding the following tools [●]; or (iv) excluding tools having the following characteristics [●] (the "**Permitted AI Tools**").

6.   The use of any Permitted AI Tools shall only be allowed for the performance of the following activities in connection with the arbitration [research], [document review] [search for inaccuracies], [document formatting] [language review and improvement] (the "**Permitted Use**").

7.   The Party intending to use a Permitted AI Tool shall:

    7.1.   Ensure that its representatives and experts agree to the terms of this Agreement and comply with it as if they were a Party to it.

    7.2.   Comply at all times with, and adapt the use of such tool to, the terms of this Agreement and any applicable laws.

    7.3.   Disclose its intention to use of one or more Permitted AI Tools and include sufficient information to clearly identify the intended use and the relevant tool, including the related version.

    7.4.   Use reasonable efforts to understand any biases and/or limits relevant to the chosen Permitted AI Tool and take reasonable steps to mitigate such biases and/or limits with an aim of preserving the integrity of the arbitration and/or the validity and enforcement of the resulting award. In doing so, the Parties shall comply with any laws, ethical rules or professional standards applicable to the use of AI Tools in the context of arbitration.

    7.5.   Use reasonable efforts to independently verify the sources and accuracy of any output of any Permitted AI Tool used in the course of the arbitration from a factual and legal standpoint and correct any inaccuracies before submitting the relevant document or other evidence in the proceedings and at all times during the proceedings in case such inaccuracies are found after submission of an affected document or evidence.

    7.6.   Refrain from using any AI Tool to produce output which may mislead the arbitral Tribunal appointed for the proceedings (the "Tribunal") and/or the other Parties, including but not limited to any fabrication or falsification of any evidence, obtainment of inaccurate output as a result of the use of prompts aimed at obtaining a desired outcome.

7.7.   Preserve confidentiality of any confidential information or data inputted the chosen Permitted AI Tool, including by redacting or anonymising inputted materials where required or appropriate.

8.   The Tribunal shall have a right to investigate (including through the appointment of appoint AI experts), inquire, seek information and clarifications, give directions and decide on the use of any AI Tools. Where required by the arbitral Tribunal, the Parties agree to cooperate with the arbitral Tribunal to help evaluating whether any AI Tool, the way it is used or the aim it is used for are allowed, including by helping reproduce and evaluate the outputs received by any of the Parties in using a specific AI Tool by disclosing the prompts used for the specific input.

9.   Nothing in this procedural order shall prevent a party or its legal representatives from using AI Tools privately, to the extent that such private use does not interfere with the proceedings and the integrity of the arbitration process and is generally allowed in litigation in the domestic courts in the relevant jurisdiction.

Use of AI by the arbitral tribunal

10. Subject to any applicable laws, the parties agree that:

10.1.   The Tribunal and any members thereof and each of the arbitrators composing it shall be allowed to use any AI Tools they deem appropriate for the purposes of the arbitration it being understood that the Tribunal and any members thereof:

10.2.   In using any AI Tool the Tribunal and any members thereof:

10.2.1.   Shall disclose the use of any AI Tools in advance of the relevant use.

10.2.2.   Shall not be freed of its personal obligation to independently analyse the facts, the applicable law, and the evidence.

10.2.3.   Shall not rely on AI-generated output without having independently verified the relevant sources and accuracy of the obtained outputs.

10.2.4. Shall not delegate any decision-making responsibilities to the AI Tool and assume paternity and responsibility for the relevant output.

10.2.5. Shall not use AI Tools in a way that may affect the integrity of the arbitration and/or the validity and enforcement of the resulting award.

## Agreement to use the Ciarb Guideline on the Use of AI in Arbitration

11. Subject to any applicable laws, the Parties and the Tribunal agree that:

11.1.   The Chartered Institute of Arbitrators Guideline on Use of AI in Arbitration (2025) (the **'Ciarb AI Guideline'**) shall serve as guiding principles to all participants in the proceeding.

11.2.   In case of conflict between the terms of this Agreement and the Ciarb AI Guideline, the latter shall prevail.
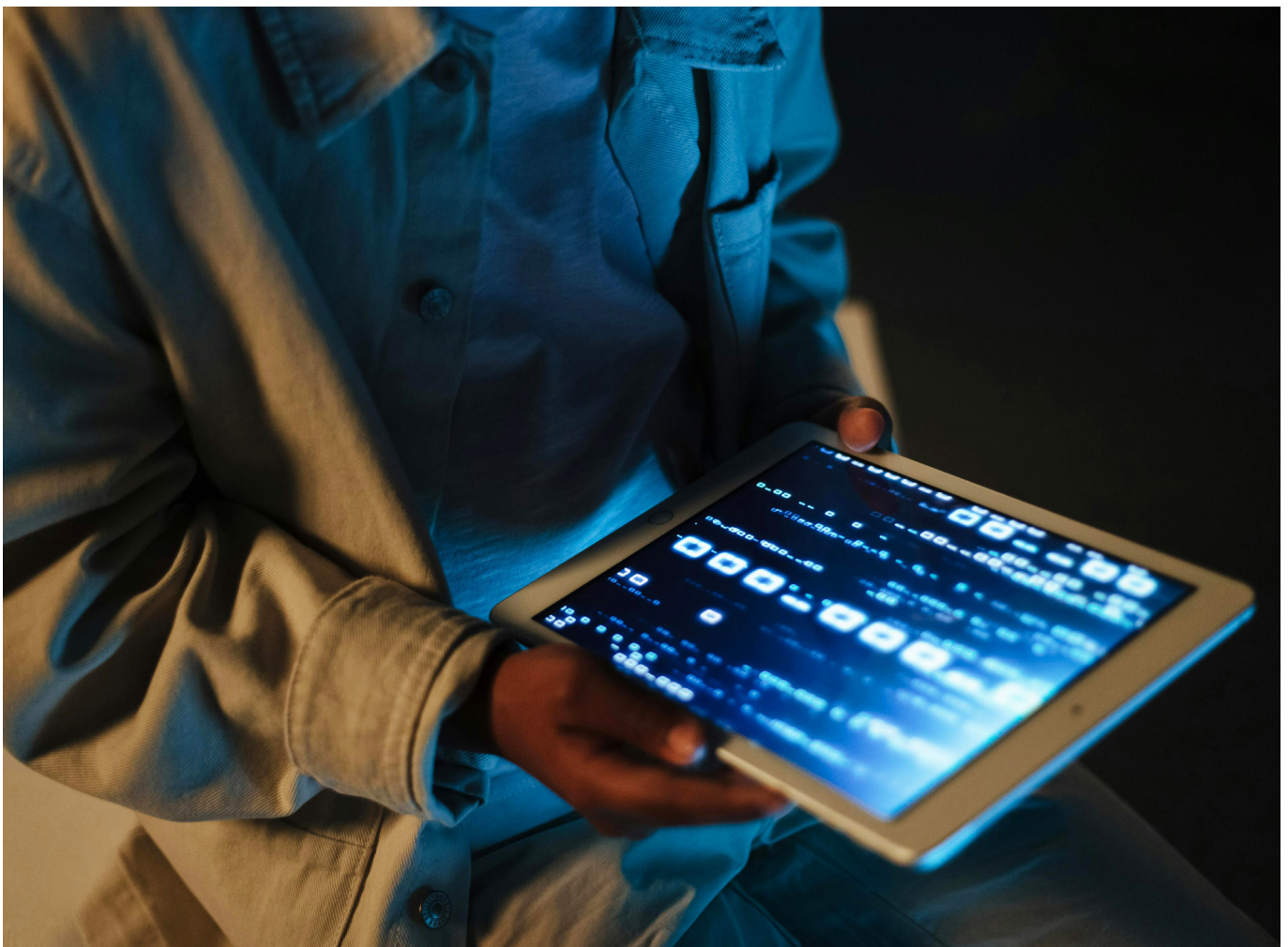
Appendix B
Procedural Order on the Use of AI in Arbitration
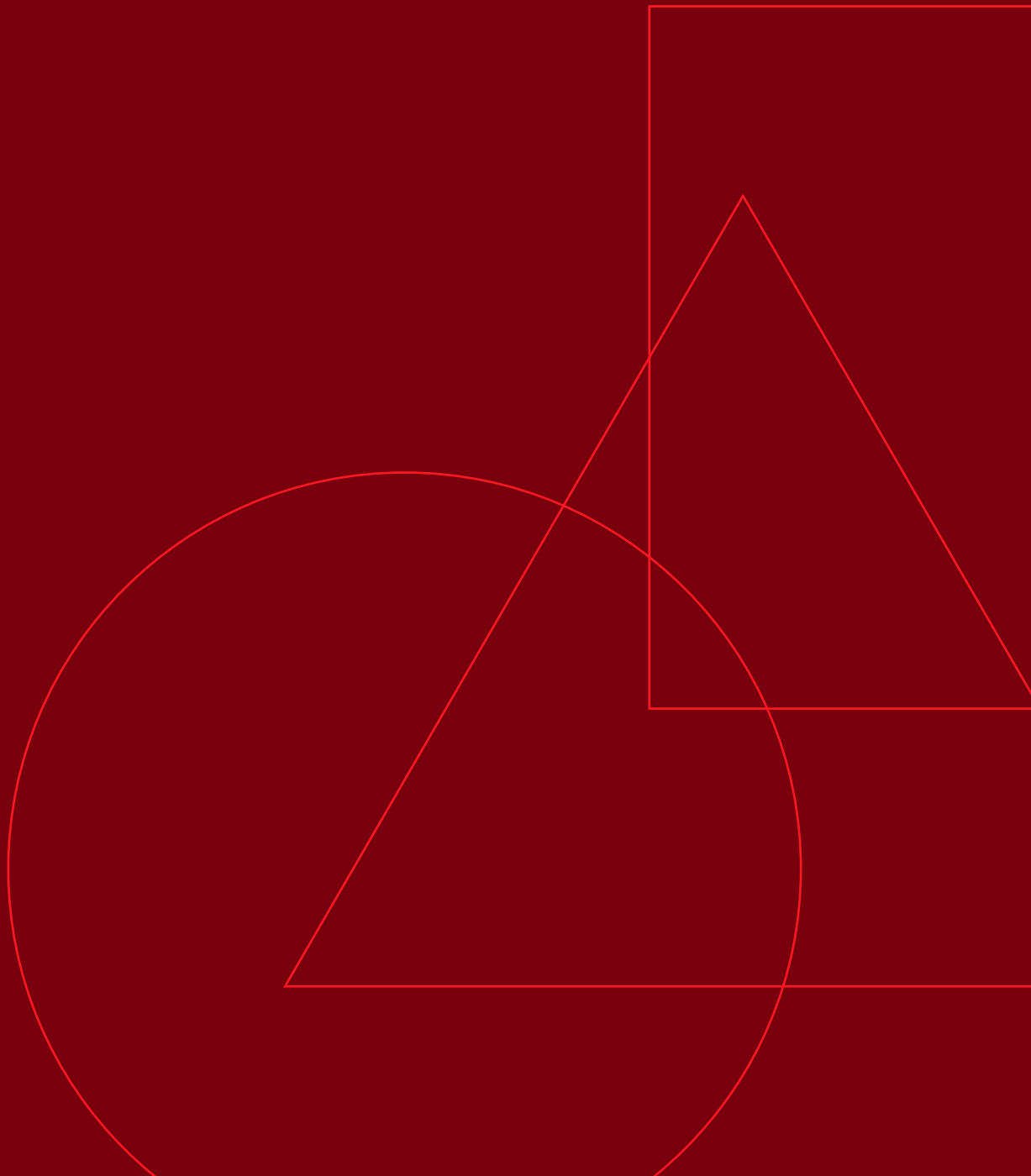
Procedural Order on the Use of AI in Arbitration

[**Note:** the following language should be modified as appropriate, taking into account the views of the parties. It may be incorporated into p.O.1/Terms of reference or take the form of a stand-alone procedural order.]

Option 1 (short form):

Procedural Order on the Use of AI In Arbitration

Having consulted with the parties regarding the potential benefits and risks of using artificial intelligence (AI) in this arbitration, and the utility of the Chartered Institute of Arbitrators Guideline on Use of AI in Arbitration (2025) (the 'Ciarb AI Guideline') to address such risks, and having afforded the parties a reasonable opportunity to express their views on the matter, it is hereby:

Ordered

that the Tribunal and other participants in this arbitration shall be guided by the Ciarb AI Guideline in the conduct of the proceedings.

It is so ordered.

Date: _   _

[Name, Arbitrator OR Presiding Arbitrator]

Procedural Order on the Use of AI In Arbitration

[Reference any preliminary management conference or other procedural meeting when AI and the Ciarb AI Guideline were discussed.]

The Tribunal has formulated this Order following consultation with the parties at the [PRELIMINARY MANAGEMENT CONFERENCE] on the use of artificial intelligence (AI) in this arbitration and the measures provided herein. Capitalised terms used herein shall have the meanings assigned in the Chartered Institute of Arbitrators Guideline on Use of AI in Arbitration (2025) (the **'Ciarb AI Guideline'**).

The Tribunal has a duty to do everything reasonably within its power to ensure the integrity of the proceedings and the enforceability of the award, while also endeavouring to conserve time, costs, and other resources. The use of rapidly evolving AI (and generative AI in particular) applications in arbitration by various participants holds the promise of greater effectiveness and efficiency. However, it also entails risks that are materially different (or more difficult to manage) than those typically present when participants do not employ AI Tools, as described in the Ciarb AI Guideline.

"High Risk AI Use" means any use of an AI Tool in the arbitral proceedings that entails one or more of the following risks: breach of privacy and confidentiality obligations, compromise of data security and integrity, the potential to materially undermine the procedural integrity of the arbitration, or the potential to assert a non-human influence on the award, whether or not such influence elevates the risk of annulment or non-enforcement of the award. High Risk AI uses include: [INSERT LIST HERE]

The Tribunal having afforded the parties a reasonable opportunity to express their views and giving due consideration to their comments on the matters addressed herein, it is hereby:

Ordered

1.   That the Tribunal and other participants in this arbitration shall be guided by the Ciarb AI Guideline in the conduct of this arbitration.

2.   Any participant in the arbitration engaging in a specific High Risk AI Use shall promptly disclose it to the Tribunal, the parties, and party representatives in writing and include:
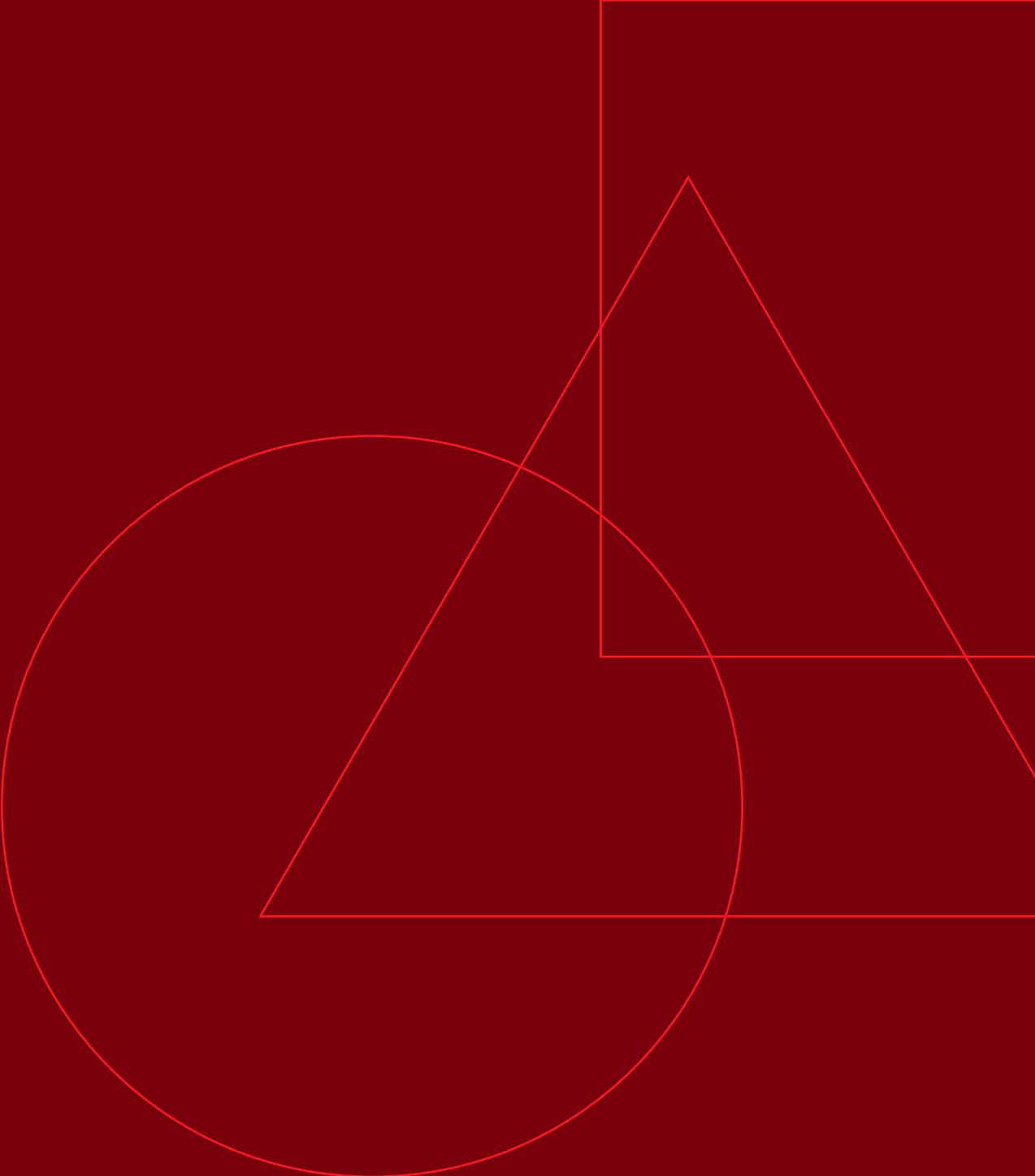
2.1.   identification of the AI Tool used, the document or activity for which it was used, and in the case of a document drafted in whole or in part by a GenAI Tool, the specific portions of text that have been so drafted; and

2.2.   a certification that the use of such AI Tool has not resulted in the disclosure of any confidential or business proprietary information to any unauthorised party.

3.   Following disclosure of a High Risk AI Use relating to a party submission to the Tribunal (which for this purpose shall extend to a party – appointed expert report), in addition to any applicable time period within which to respond or reply to the submission, the other party(ies), shall have **[seven (7)]** days to comment on the particular High Risk AI Use and the other party shall have an additional **[seven (7)]** days to submit a reply thereto.

4.   The Tribunal may not commence a particular High Risk AI Use unless the parties have had reasonable opportunity to comment on the proposed use, in conformity with the following requirements:

4.1.   The Tribunal shall give the parties written notice describing the specific High Risk AI Use and identifying the AI Tool(s) to be used.

4.2.   Within fourteen (14) days of service of the notice the parties may submit written briefs, [consider length limitations], expressing their views on the proposed High Risk AI Use.

4.3.   Not later than the deadline for submitting written briefs as provided immediately above, either party may request a telephone or video procedural hearing on the proposed High Risk AI Use(s), in which case the Tribunal shall schedule the hearing at earliest feasibility.

4.4.   Within fourteen (14) days of the hearing the Tribunal may issue a written decision affirming its intent to engage in the High Risk AI Use, which shall articulate measures it will take to eliminate or minimise to the extent reasonably possible any risks identified reasonably identified by parties. If the Tribunal fails to issue such decision within the time limit, it shall refrain from engaging in the subject High Risk AI Use.

4.5.   Notwithstanding any other provision of this Order or the Ciarb AI Guideline, but without derogating in any way from the Tribunal's ethical duties, the following uses of AI Tools by the Tribunal shall not constitute High Risk AI Use: [INSERT LIST HERE].

5.   Any provision of this Order violating an applicable Mandatory Rule shall be deemed amended to the minimum extent necessary to comply with the subject Mandatory Rule, failing which it shall be deemed severed and deleted here from, and the remainder of this Order shall remain in full force and effect. All deadlines stated herein shall be strictly enforced. This Order shall remain in force unless amended or rescinded by the Tribunal in a subsequent order. It is so ordered.

Date: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _   _

                                                                                      [Name, Arbitrator OR Presiding Arbitrator]

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