

CLP Commission Executive Summary

16 May 2025, 10.30-16.30 (CET)

Hybrid virtual/in-person at ICC Secretariat

Paris, France

1. Welcome from CLP Commission Chair Ercüment Erdem

2. Global exchange on bills of lading + [Incoterms® 2020 FCA and CPT: Best practice for shipping containers through ports](#)

Gao Xiang, Vice Chair of the Global CLP Commission (China), led a discussion of the relation between (i) the 2024 CLP Commission guidance note recommending the use of FCA or CPT when shipping containers through ports, and (ii) banks' acceptance of received bills of lading instead of on-board bills of lading in documentary credit transactions, which would be necessary to carry out the guidance note recommendations.

See presentation. [[The Correct Match of Incoterms Rules with the Right Type of Bills of Lading](#)]

Highlights included:

- Last year, ICC published a short guidance paper encouraging the use of FCA, CPT, or CIP for shipping goods in containers through ports
- A question arises regarding this important stage of payment, especially regarding letters of credit (LC), which may make it difficult for traders to use the terms recommended in the guidance paper:
- **-> Can banks accept received bills of lading (BL) under an LC?**
- This year, Xiang has undertaken promotion of the ICC paper and consultations with experts on this question:
 - ICC China Banking Commission – Bankers say answer should be Yes
 - Legal Committee of ICC Global Banking Commission – Has done a survey of legal status of BLs, including received BLS. Committee has no objection to banks being able to accept a received BL under an LC
 - 2025 meeting of China Society of International Law – Also no objection. A special group is examining how to make changes to future business and law textbooks on this issue.

- **DISCUSSION**

- In Spain, it is not customary for banks to accept anything other than a specific mention on an LC. There is no special legislation on documentary credits – banks tend to follow ICC rules. Not aligned at all with Chinese experience of accepting warehouse receipts, for example.
- In Austria, the experience is even tougher – there are many LCs with China and Chinese banks, which (depending on the Incoterms rule – eg FCA) will demand an onboard BL even when the Austrian seller is not involved in arranging transport. The idea to encourage banks to accept received (instead of onboard) BLs is excellent but far from practice.
- In Morocco, banks may change conditions for opening an LC into condition of payment - eg, original title of transport.
- During the Incoterms® 2020 revision process, Maersk indicated they would accept received BLs.
- This particular problem was the reason for the new A6/B6 interplay in FCA in Incoterms® 2020 – the option for instructions to be given. A reminder that parties can agree to have a shipped notation.
- Indeed, it's not necessarily a legal problem. Banks have this practice because they want to be sure that goods are loaded onboard which gives the bank an easier form of security.

3. ICC Digital Standards Initiative (DSI) briefing

Tianmi Stilphen, Lead, Regulatory Affairs and Legal Reform (ICC DSI), gave a briefing on latest work of the ICC Digital Standards Initiative, including developments regarding global adoption of the UNCITRAL Model Law on Electronic Transferable Records (MLETR).

See presentation. [[DSI Network and Legal Reform May 2025](#)]

Highlights included:

- 4 pillars of the ICC Digital Standards Initiative, based on Singapore
 1. **Standards** – Enable the development of a global baseline of standards for digital trade documents and data to facilitate interoperability across networks and platforms. Always standards that already exist, the aim is to speed up transition time.
 2. **Trust** – Develop frameworks for technology principles and practices to enable scalable digital trust across the entire trade ecosystem. Organic, between trading partners + more technical – do you have trust identity?
 3. **Legal** – Advocate for and enable the adoption of legal reforms and enabling policy frameworks worldwide. Tianmi leads this portfolio, in particular advocating for wider adoption of the UNCITRAL Model Law on Electronic Transferable Records (which talk only about maritime law)– hand in hand with the upcoming UNICTRAL Negotiable Cargo Document (more focussed on developing economies).
 4. **Capacity** – Engage and educate across the public and private sector to build capacity for digital trade, and collaborate to seed digitalization at key leverage points. Bringing the other 3 other pillars together.
- [Key Trade Documents and Data Elements: Aligning 36 Trade Documents to Enable Interoperability and Data-Sharing](#)
 - Comprehensive, detailed report by a group of technical experts illustrating 189 core data elements and in which trade documents they typically appear

- Legal Reform – Making it legal to use digital first
 - By 2030: Goal is 80+% of world is aligned to MLETR and has the complementary legal foundations to enable digital trade (with at least ½ of the 80% being developing countries). Technology neutral, want to keep precedents in effect through the principle of functional equivalence.
- ICC Academy – Collaborated with DSI to create a new course: [Certificate in Digital Trade Strategy](#) (CDTS)
- Progress being made globally on MLETR. Domestic law needs to be passed for countries to be aligned with and to implement MLETR. Countries are in various stages of readiness. Steps in the journey are typically:
 1. MLETR Socialization
 2. Political Support
 3. Champion Identification
 4. Working Group Establishment
 5. Readiness Assessment
- Recent projects, primarily taking countries to -- or building on -- stage 1 (socialization), with the help where relevant of ICC national committees:
 - Egypt
 - Morocco – ICC Morocco's involvement has been especially valuable here
 - Qatar
 - Saudi
 - Bangladesh
- New! [Trust in Trade](#) guide and assessment framework, created in collaboration with the Digital Governance Council of Canada, relevant to the MLETR requirement of a 'reliable system' (which in the past, P&I Clubs certified and recognized).

4. Incoterms® 2020 – Managing tariff uncertainty + Italian decision of Court of Cassation: The importance of the delivery point in the Incoterms® rules

Christoph Martin Radtke, Vice Chair, Global CLP Commission; Chair, ICC France CLP Committee; and Co-Chair, Incoterms® 2020 Drafting Group (France) discussed (i) A new ICC guidance paper, [Using the Incoterms® 2020 rules to manage tariff risk in international trade](#), and (ii) an Italian Court of Cassation decision using the Incoterms® 2020 rules as a basis for jurisdiction in a cross-border contractual dispute.

Highlights included:

- **Incoterms 2020 + tariffs**
- In spite of new trade barriers, global trade continues to grow. The average distance for goods to be transported is over 5000 miles., which contradicts the idea that global trade encourages regionalization. ICC tools for global trade are more needed than ever.
- When US and possible reciprocal tariffs were announced recently, sellers and buyers got a significant shock. Companies started to look at their commercial contracts and often found nothing expressly addressing this technical customs issue. Commercial people negotiating contracts often forget this question.
- Luckily, some 90% of sale contracts mention an Incoterms rule, which solves the question. In Incoterms® 2020, the export and import clearances sections were redrafted to be clearer in setting out responsibilities for carrying out customs formalities, now found in

Articles A7 and B7. The ICC Customs Commission reported their appreciation of the increased clarity.

- And regarding the cost of tariffs, a clear allocation between seller and buyer as to who pays the tariffs is echoed in Articles A9 and B9.
- Incoterms rules through these Articles 7 and 9 thus provide a clear basis for commercial negotiations if any is needed in light of the changing tariff landscape.
- The recent [ICC guidance paper on the Incoterms® 2020 rules and tariff risk](#) prepared by the ICC Trade Commission with input from the ICC Customs Commission and our CLP Commission – is available on the ICC website. It's a very helpful document to show companies how to react to the uncertain tariff situation and help them negotiate.
- **Italian decision of Corte di Cassazione** (see excerpted summary below)
- This case binds only Italian courts but gives an important general reminder that the Incoterms rules clearly define the place of delivery of goods and the consequent passage of risk.
- Under EU law, in sales contracts, the court in the place of delivery of the goods has jurisdiction in a dispute, mirroring the case law of the European Court of Justice. In this particular case EXW was used and the place of delivery was the seller's Italian premises, but the lesson on the utility of the Incoterms rules is broad.
- **DISCUSSION - Tariffs**
- ICC France get lots of questions on who has to pay for tariffs, and also whether or not it is possible to consider an increase in tariffs as Force Majeure (FM)? Difficult to reply generally because FM and hardship are interpreted according to national law, unless parties are using the [ICC Force Majeure and Hardship Clause](#).
- Some lawyers recommend including a price escalation clause in contracts to make renegotiation – possibly in connection with Article 79, among others, of the Vienna Convention on Contracts for the International Sale of Goods (CISG) - easier.
- **DISCUSSION - Italian decision**
- Hypothetical potential practical problem: Imagine a sales contract in which seller is an Italian company and the buyer is Spanish and the parties haven't agreed on jurisdiction or the applicable law in the contract. According to Rome I, the default is the law of the seller, so there could be jurisdiction in the Italian court with Spanish applicable law. Possible, but a chaotic situation that any lawyer would want to avoid.
- It was noted that fortunately in such hypothetical case, CISG is applicable in over 100 countries, and it leaves little place for the application of a national law, so may help avoid this situation (though it was also noted that CISG doesn't answer some key issues, such as transfer of title). But the underlying problem in the Italian case was the concept of delivery as a legal concept: When the goods are handed over or the arrival of goods at destination? So the Italian decision at least brings foreseeability on this issue.
- Summary excerpt drawn from Mr. Radtke's article in the a recent issue of the ICC Dispute Resolution Bulletin:
 - *'...One consequence of the use of an Incoterms rule is less known to many users: its impact on the place of jurisdiction in case of a dispute. This is illustrated by the 10 May 2024 decision of the Italian Corte di Cassazione (Corte di Cassazione Civile Ord. Sez. 2 Num. 12854 Anno 2024) which clearly states: " The use of an Incoterm in a contract of sales, defines the physical place of delivery of the goods and gives jurisdiction to the court at the place of delivery".*

The facts of the case are relatively simple. An Italian seller sold goods to a Dutch buyer and the documents constituting the sales contract indicated “Ex-works Incoterm”. A dispute arose and the Italian seller filed an action before the Italian courts. They declined jurisdiction and this result was confirmed by the Italian Court of Appeal, who considered that the reference to the Incoterms EXW does not show a clear agreement on the choice of jurisdiction.

This motivation was disapproved by the Italian Corte di Cassazione, who stated in the above decision that “the Incoterms EX works clause, validly included in a contract of sales, identifies the place of delivery of the goods, and by virtue of effectiveness of the said clause, the place of delivery (premises of the Seller) must be considered to be located in Italy and consequently gives jurisdiction to the Italian courts”.

This decision shows a perfectly correct understanding of the Incoterms rules and is in line with the established case law of the European Court of Justice. (Judgment CJEU Electrosteel of June 9th, 2011 and judgment CJEU Granarolo of July 14th 2016).....

.....For a better understanding of the above decision, [some] comments can be made: The first one is that the result is relevant for disputes within the European Union. EU Regulation 1215/ 2012 gives jurisdiction for a dispute resulting from a contract of sale of goods to the courts at the place where the goods were delivered according to the terms of the contract, unless the parties have expressly otherwise agreed on a choice of jurisdiction. This means that jurisdiction in such a situation results directly from the place of delivery defined by the Incoterms rule used by the parties in the contract of sale.’

5. UNCITRAL Project on Negotiable Cargo Documents

Li Yanying, Legal Officer at the International Trade Law Division (UNCITRAL), presented the latest news on the UNCITRAL WG VI project to develop a ‘negotiable cargo document’ (NCD) – a bill of lading for any mode of transport in a multimodal or unimodal context.

See presentation. [[Briefing on negotiable cargo documents](#)]

(A fact sheet and draft text of the instrument are available at the website link on the [UNCITRAL WG VI website](#).)

Highlights included:

- As Secretary of UNCITRAL WG VI, thanks to CLP members who provided comments in November 2024 that were useful in subsequent negotiating sessions.
- At the beginning of the project in 2022, we thought it was simple – just copy provisions in maritime BLs. But where are those provisions? Developed by traders not lawyers. Hague-Visby and Rotterdam nearly silent (re BLs as documents of title, for example).
- Structure of convention is simple – 26 articles, 9 substantive articles

- In Chapter 4 re electronic NCDs, more or less the same contents as UNCITRAL Model Law on Electronic Transferable Records (MLETR).
- Unlike other transport convention, this doesn't focus on transporters/consignors/consignees and their liabilities. The only focus is on rights and liabilities of holders of the new NCD, meant to dovetail with existing conventions.
- 2 UNCITRAL Working Group VI sessions have taken place since the past briefing of the CLP Commission in November 2024.
- See pp 6-15 of the presentation linked to above for key recent amendments, some of which include:
 - Art 1 – Scope: Some commentators wanted to limit coverage, exclude maritime for example. But counter-argument was that it convention should allow for harmonized use, support for broad scope of application because convention is opt-in, parties have to agree to NCD. Paragraph 3 of Art 1 clarifies relation of NCD + other instruments.
 - Art 2 – Definitions: Among others, removed 'negotiable electronic cargo record'
 - Art 3 – Issuance of NCD: now streamlined, less prescriptive
 - Art 4 – Contents of NCD
 - Art 5 – Deficiencies in NCD: New paragraph added to clarify liability for deficiency under applicable law not affected
 - Art 6 – Evidentiary effect of NCD
 - Art 7 – Rights of holder under NCD: This article was most affected by various (and in some instances divergent) CLP responses.
 - Compromise text on balance of holder's rights under the transport contract and the rights listed in NCD
 - New provision – Operator may not involve any term of the transport contract that is inconsistent with the express terms of the NCD. The ICC Banking Commission was strongly involved on this point: Banks shouldn't have to review transport contracts, the NCD should govern.
 - Upon issuance of an NCD, any entitlements to the rights incorporated therein can only be exercised by the holder.
 - Art 9 – Liability of holder: In Yanying's view, this is one of the most important provisions in the document. Substantive changes in paragraph 2 representing an important assurance for banks who may not want to exercise rights.
 - Art 10 - Delivery of goods, has been simplified.
 - Art 11 – Transfer of rights. Change to modalities, and reference to bearer documents has been deleted.
 - Chapter 4 – Changes to align with MLETR.
 - Query whether there should be a definition of 'exclusive control', which is not defined in MLETR.
- Convention expected to be finalized and approved in July 2025 and presented to the UN General Assembly for adoption in November/December 2025.
- Hybrid day-long event on Convention to be held on 27 May, including speakers from ICC Banking Commission and ICC Digital Standards Initiative.
- **DISCUSSION**
- Q: What does it mean for bearer documents not to be referenced?
- A: Documents can still be made to order, or blank endorsed, but pure bearer documents are not, mainly to address anti-money laundering (AML) concerns.
- Q: Will NCDs include a received BL as document of title?

- A: Convention doesn't make explicit reference to BL. Similar to BL but no provisions we could copy from (see Art 7.4).
 - **ACTION:** CLP members have been invited to provide any comments on the current draft text to the ICC Secretariat by 30 May for onward transmission to the UNICTRAL Secretariat.

6. Incoterms® rules + AI

Arvydas Ziobakas, AI + Data Lead in the Transformation Department (ICC), led a discussion of strategic and practical ICC considerations on integration of AI into the Incoterms® rules universe.

See presentation. [[AI considerations for Incoterms Rules](#)]

Highlights included:

- Setting the stage: The objective today is to start and stir discussion about the evolution of AI and digital perspectives related to Incoterms to address multiple objectives. Arvydas is not a content expert on Incoterms, but an expert on the digital and AI fronts.
- The accompanying slides show some potential ideas but are not a set roadmap, to see where the horizons are and open up the discussion.
- Arvydas' remit is the broad strategic context of AI at ICC. Arrived at ICC early 2025 to structure how ICC approaches AI and how it works with data.
- AI + Data program is being developed – strategy and execution
- 2 key objectives of the program
 - Accelerate AI adoption to drive efficiency, innovation and growth (economic and impact)
 - Build a foundation of capabilities, transforming IC into a data-driven organization
- This is in a nascent stage, part of the focus is internal data-management capabilities
- We are still at setting strategy phase. One important strategy: moving up the data value-chain by evolving from static rule-books and publications to dynamic AI-enabled digital tools and products
 - Multiple areas of significant ICC know-how and data, ICC is still playing at the 'lowest value chains'
 - Eg Incoterms, it seems that it's currently a static publication and things can be created on top to enhance user experience and gather very valuable data and know-how.
 - We want to unlock value for ICC
- More specific Incoterms context:
 - Changing external landscape and expectations
 - Trade digitization
 - AI adoption – the majority of larger companies plan to invest more in AI-enabled legal technology. If ICC were to create a digital solution on top of the Incoterms rules, we would want to consider how to integrate it into the landscape of legal tech software/workflows being used in the world.
 - User experience – users increasingly expect rule-logic directly embedded into their digital workflows
- Potential objectives for an Incoterms rules evolution (from Arvydas' technology viewpoint)
 - Enhance adoption (user experience, workflow integration)

- Own the lawyer interface (to maintain ICC's authoritative global 'gold standard' position) – we want to own any digital interface with the end users.
- Generate data about adoption and impact of Incoterms rules to facilitate evidence-based rule refinement – how we get more insight about usage of the rules themselves. And in the future, event-based triggers could feed back into discussion on how rules should be refined.
- Improve access to justice through end-to-end contract drafting capability for SMEs
- Elevate compliance through smart contracts and automated enforcement
- Potential AI-driven digital solutions for Incoterms rules
 - Tier 1 – AI-based embeddable Incoterms rule-selector wizard (we know that hard-coded solution exists now). The emphasis would be on embeddable widget functionality, with real time data collection, a seamless part of the workflow on how contracts are made.
 - Tier 2 – End-to-end contract builder platform for SMEs. We know this market is saturated for big companies, but could be targeted to SMEs in certain regions.
 - Tier 3 – Smart-contract compliance engine (already in place for bigger companies) that would trigger automated action, such as payments. Useful for collecting data.
- Key considerations for execution
 - Test small, learn, and scale. Partnership approach but...
 - Solutions should be aligned with ICC AI principles (accuracy, explainability, fairness, human-in-the-loop where needed)
 - ICC is the sole IP owner and owner of derived data
 - Partners may embed a solution but can't take data or use for training unless agreed
 - Licensing fee or revenue-share for API usage. Need to ensure that ICC retains both control and value from derived solutions
- **DISCUSSION**
- Q: We know there are people in the market doing things at the intersection of Incoterms and AI and we are afraid ICC will fall behind. What is the timeline for this project?
- A: We are still shaping ICC strategy and choosing priority solutions to fund. Still to be determined what timeline will be.
- Comment: Aligned with previous question. In 2023, ICC Spain/Spanish member presented an AI project for choosing the best Incoterms rule. Happy to know finally you are leading this initiative and happy to share the proposal with you.
- **ACTION:** CLP Commission Secretariat and officers to liaise with Arvydas on possibilities and strategy for an ICC AI + Incoterms® 2020 tool.

7. MLETR – Adaptation of Spanish legal system

Valle Garcia de Novales, Vice Chair of the Global CLP Commission (Spain) presented the work of a joint ICC Spain working group comprised of Spanish CLP and Banking Commission members, whose remit is to further the adaption of Spanish legislation to the MLETR.

Highlights included:

- In the past 18 months, ICC Spain's CLP and Banking Committees created 4 dedicated Working Groups that met every 1.5 months to help draft an MLETR-compliant law to present to the Spanish government: (i) banking, (ii) civil and commercial law, (iii) customs and transport regarding logistics; and (iv) technology.
- Unlike France's Ministries of Trade, Finance, et al, in Spain there is as yet no official government mission or commitment to implement MLETR. ICC Spain is submitting a regulatory proposal on the equivalence of paper and digital records.
- After a year of work, the WGs realized they had to have a Spanish government champion or interface, either find an interested Parliamentary group or approach relevant Ministries to gather support. The current Parliament seemed the less promising option.
- In October 2024, ICC Spain presented the proposal to the Ministries of Justice, Industry, and Commerce, and to DG Finance. All were enthusiastic, but we were disappointed to learn from the Ministry of Justice representative that while the issue falls within their jurisdiction, adapting legislation to MLETR is not currently a government priority,
- Luckily, however, a representative from Treasury and Financial Policy understood the benefits of the proposal, as her colleagues had just submitted a proposal on digitalizing the financial system, which was open for public comment until 15 January 2025.
- ICC Spain knew their proposal had to be very concise to be considered. While the French government successfully achieved MLETR alignment recently in 4 articles, ICC Spain managed to draft its proposal in only a single article. (The details about technology were left to a future iteration.)
- In March 2025, ICC Spain met with the Director General of the Treasury and Financial Policy. All acknowledged that the proposal would likely be vetoed by the Spanish Ministry of Justice.
- Another possible option would be to get the proposal approved by the Spanish Federation of Industry, as they have significant influence with the government. For the last 2 months we have been working on this, but given the current political climate in Spain, very unlikely the proposal will be considered.
- Valuable lessons learned. To be successful, need to follow a different approach:
 - Aim to be hired by the administration, so that people will be obligated to talk to you.
 - And first, secure the support of a government ministry that has the power to amend the national civil code.
- On the positive side, it was very helpful and time-saving for the Spanish WGs to be able to collaborate with the French, as the French and Spanish legal systems are very close.

8. ICC's Economic Outlook – Issues in 2025

Melanie Laloum, Lead Economist (ICC), presented projections for economic growth and inflation in 2025 and ICC perspectives on current relevant global trade-related developments.

See presentation. [[Tariff Tensions: Navigating the New Landscape of Global Trade](#)]

Highlights included:

- Presentation regarding the link between what is happening in the world and trade. No surprise that tariffs is the word of the moment.

- There is enormous uncertainty – similar to Covid; in April, levels even higher than during Covid or the 2008 financial crisis.
- Uncertainty has a significant corrosive effect: companies hold cash and consumers are postponing investment decisions.
- ICC did a survey asking companies what their outlook is for the next 6-9 months. 2/3 of respondents report being concerned.
- Concerns about an increase in protectionism but more than that, about a shift from trade policy based on rules, to trade policy based on results. A blow to the 'most favoured nation' (MFN) principle, and to the multilateral trading system.
- Mexico and Canada are suffering the most. A blow to the China + 1 strategy, which aims to diversify trade/supplier strategy.
- The recent US-UK trade deal may be good news, but nothing is going back to normal, Most US trading partners now are subject to about 10% higher tariffs.
- Uncertainty – lack or change of communication and type of instrument (Executive order v. legislation) – bigger weight on investment and economic growth.
- China and EU vow retaliation, targeting goods on which they are not strategically reliant.
 - China: More reliant now on internal demand than exports, so cost will be lower than in 2018. Rare earth elements are key for energy transition, and negotiations continue re TikTok. Increasing engagement with other trade partners.
 - EU: The [Anti-Coercion instrument](#) – main new instrument to enable EU to withstand economic coercion.
- The world economy is expecting a bumpy ride – recall the principle that the country imposing tariffs suffers the most.
- Very tricky for Central Banks to know what to do. If there is an expectation of high inflation, they will keep the interest rates high.
- Substantial downside risks: Increase of trade barriers, sticky inflation, increased market volatility.
- 2 questions Melanie is often asked:
 - What is impact of fragmentation? We already see fragmentation with Ukraine, etc – more in line with geopolitical vision.
 - What is prudent business strategy – will this imply relocation of supply chains? Impact on on-shoring/near-shoring? Manufacturing is becoming more regional, but the services sector is becoming more global. Most companies are doing some of each. It can depend on local skills to be found (eg semi-conductor industry may need to be developed or found).

- **DISCUSSION**

- Q: ICC was created in 1919 in times of uncertainty. What can we do to help?
- A: Exactly, we used to know about problems of protectionism. First, ICC can highlight the benefits of trade in reducing global poverty. People and countries are richer when trade is functioning – the question is how to redistribute the gains properly. We are saying publicly that countries should remove trade barriers, and we are doing surveys to take the pulse of business. We are presenting the findings to IGOs and governments so that they have good information on private sector needs and concerns.
- Q: Role of US/Ukraine minerals deal (given in part that China has 70% of rare earth)?
- A: China has been controlling export of rare earth needed for green energy transition.

9. ICC Arbitration Commission Briefing

Dr Helene van Lith, Secretary to the Arbitration Commission (ICC), gave a briefing on work of the ICC Arbitration Commission and select related ICC DRS themes.

See presentation. [[ICC Arbitration Commission Briefing](#)]

Highlights included:

- Biggest attendance ever at last Paris-based Arbitration Commission meeting on 8 April – 600 in person and 200 online.
- **Issue 1:** Focus today on a specific report: [ICC Guide on Effective Conflict Management](#) (July 2023)
 - Looks at all ICC dispute resolution services – Docdex, mediation, etc. ICC is looking to be a one-stop shop, as ICC Court of Arbitration President Claudia Salomon says.
 - Addresses importance of avoiding disputes, of de-escalating when things go wrong, and how businesses can be prepared.
 - ICC has done a big survey of practitioners and an open-mike session with in-house counsel and we realized
 - All the services ICC provides are not always well known
 - Even where the services are known, people not always sure what the difference is. Small companies may have only one dispute in their corporate existence, perhaps fatal.
 - Two main topics covered
 - Pro-active conflict management – Something companies can be prepared for so a dispute does not fall out of the blue sky
 - Assisted conflict management – If you do have a dispute, you need someone to help
 - People didn't want just another report, they may have only moments to discuss dispute resolution with CEOs/corporates and they insisted on a visual of the different types of dispute resolution. There is a range, based on who controls the outcome (from parties themselves to a 3rd party).
 - Experts v. dispute boards. (eg, Is the quality of cement good enough?)
 - Non-assisted conflict management – in-house procedures, good internal model clauses, providing training for corporates
- **Issue 2:** Very recent work on **Expedited Procedure Provisions (EPP)**, which was introduced in 2017 for small claims. Lots of discussion has ensued about what is a 'small claim'? The threshold is now 3 million USD, and if your dispute falls below that amount, you will automatically get expedited ICC procedures. Key features include:
 - People can opt in. 1 sole arbitrator, faster to constitute the tribunal
 - Avoid physical hearings, document-based, unless otherwise agreed
 - Within 15 days after case management conference, file sent to the tribunal
 - Fees of arbitrator are 20% less
- We have learned that people massively opt in, even for disputes above 3 million USD and sometimes even in very complex cases (eg multi-party). Strangely, 50% of EP cases have included hearings but they have been much shorter and more carefully steered.

- Fact sheet voted in April and will be released soon, to be used to explain how you can be more expedited in arbitration proceedings.
- Also, see [One Click](#) on the ICC website, a one-stop shop of all ICC tools for SMEs, including various dispute resolution options.
- **DISCUSSION**
- Q: This morning we heard about AI progress within the ICC house. What's going on regarding AI in the Arbitration Commission?
- A:
 - For the ICC Court of Arbitration, introduced fully online filing platform to communicate and pay. Upscaled version of what existed, a great asset.
 - Next: Considering what will ICC do with all the data – create predictive procedural orders, for example?
 - The Arbitration Commission has created a Task Force on AI and Dispute Resolution. Mandate is being finalized: what to regulate, focus on - perhaps what parties and/or tribunals can do? Only people who can manage data or AI? Do parties have to disclose use of AI?
 - 3 co-chairs, aim to get technical people talking to lawyers, which isn't happening regularly yet.
 - Unlikely ICC will develop its own tool, perhaps an AI tool can help reduce costs.
- Currently the Arbitration Commission is working on a rules revision. May be developing some specific services for SMEs.
- Q: Regarding Docdex, we see an increase with problems in LCs. Is this reflected in Docdex? It seems the UCP is being less respected. Banks don't pay/react any more. And if Docdex makes decision, it's not binding on courts necessarily – do courts stick to that?
- A: Docdex is managed by the ICC ADR Centre. Docdex provides a binding expert determination and if parties seek review, they will go to court, where we have seen cases of courts upholding Docdex decisions.
- Q: How is the 20% fee reduction for expedited procedures reflected?
- A: It is a 20% reduction of the arbitrator's fee. Logic has been questioned: If you are expected to go faster, you should have lots of skills, so the arbitrators challenge the fee reduction, saying it's complicated to stick with the 6-month time limit.

10. Incoterms® 2020 - NC proposal on education and clarification

Vahid Zamani, of ICC Iran's CLP Committee (Iran), led a discussion on (i) utilizing modern technology to enhance the clarity and accessibility of Incoterms-related educational programs, and (ii) ideas for improving the illustration of the FCA Incoterms® 2020 rule.

See presentation. [[ICC Iran Incoterms Presentation](#)]

Highlights included:

- In his capacity as the Secretary of ICC Iran and an experienced trainer on the Incoterms rules, Vahid has independently developed a modern approach to visualizing the Incoterms® 2020 rules to address the enduring challenge of making them easier for users.
- The proposed solution being demonstrated: Animations for the Incoterm® 2020 rules, involving moving elements that appear in animation, phase by phase. The proposal also

includes an experimental departure from the currently used traditional colors in the official Incoterms publications – yellow and blue for seller and buyer – to propose the use of green to indicate an environmentally friendly means of transport, such as a green truck. Another proposed visual innovation is a new icon to indicate a shared seller/buyer responsibility.

- What are possible uses of such animations?
 - Embed in courses, websites, media, etc.
 - Integration into digital versions of the Incoterms® rules app
 - Adding QR codes in hard copy documents for quick access to animations
 - Can they be added to ICC main website?
- FCA – From text to clarity (see slides 12-17 in presentation, above)
 - In most cases, when buyer provides container, carriers only accept SLAC or STC
 - Buyers don't have any contracting party at the port of loading to get the container from the carrier, unload the incoming means of transport and load the container based on STC (probably other places, carriers don't want to get involved in loading containers)
 - What to do? FOB not appropriate for containers. DAP is uncommon and unclear because usually used when delivery is in country to destination.
 - FCA is the best answer, drawing on ICC's [Handbook on Transport and Incoterms® 2020](#): p. 16, Q3 in Notes (and see slides 15-16 of presentation linked to above).
 - Based on this text that suggests a list of seller's responsibility regarding the container, a suitable term could be conceived of as FCA Loaded in Container.
- Proposal:
 - Future editions of the Incoterms® rules either
 - Adopt Incoterms® rules animations (or pictures) to improve clarity and global understanding OR
 - Include a brief commentary on this specific FCA scenario in the Incoterms® rules book.

- **DISCUSSION**

- Q: 2 thoughts:
 - No contracting party for buyer at port of loading you say, but we have freight forwarders, in most cases will be the buyer's agent
 - Re Incoterms – your explanation is right, but it depends on what the named place is (eg Port of Antwerp, has to be delivered in a sealed container)
- A: Freight forwarders are not usually contracted by buyer in Iran, practically, for a buyer to get the container out of a depot, it will go to the seller as one of its responsibilities. And because seller is responsible for export, this also falls to seller. Imagine my cargo is received in the port of discharge and something happens. Buyer says I won't accept until cargo is handed to the carrier. Incoterms rules must clarify.
- Comment: Agree, in Incoterms® 2030 there should be a clarification, industry needs to know there is big difference between FCA and FOB.
- Q: Is the FCA container loaded new or a clarification? Do we say people can use EXW loaded, cleared for export, other variations? Some NCs have introduced variants.
 - **ACTION:**
 - CLP Secretariat to consult internally on process regarding amendments to/animations of existing Incoterms® rules visual assets.

11. ICC Model Clauses on Digitalization

Emily O'Connor, Director of Commercial Law and Practice (ICC), gave a status update on the project to create model contract clauses to help drive digitalization throughout global supply chains.

Highlights included:

- The Working Group is close to finalizing a draft set of model clauses, which will then be shared with the full CLP Commission and NCs, in consultation with the ICC Global Digital Economy Commission, for comment.
- A number of the clauses have been kindly adapted by WG member Sean Edwards from the excellent Digital Negotiable Instruments clauses of the International Trade and Forfeiting Association (ITFA), for which we are very grateful.
 - **ACTION:** Draft of model clauses will soon be circulated for comment by the Global CLP Commission, Global Digital Economy Commission, and NC network.

12. ICC Institute of World Business Law + Unidroit: Project on international investment contracts

Emily O'Connor, Director of Commercial Law and Practice (ICC), briefed the group on the ICC Institute and UNIDROIT project to develop guidance and model clauses related to international investment contracts with the involvement of the CLP Commission members.

Highlights included:

- This project was presented at the November 2020 CLP Commission meeting by Director of the ICC Institute of World Business Law, Sybille de Rosny-Schwebel.
- Expected outputs of the several-year collaboration between Unidroit and the Institute will produce include a Legal Guide with possible adapted Unidroit principles, as well as a possible set of model clauses. The aim is to produce something accessible and easy to use.
- When drafts are ready to share, the CLP Commission will be asked to provide input. We expect that in the coming months.
 - **ACTION:** ICC Secretariat will gather CLP members interested in providing comments on ICC Institute-Unidroit project draft texts once drafts are received from primary drafters at UNIDROIT and the ICC Institute of World Business Law.

13. ICC Germany + Luther Model Contract Generator update

Henriette Hartmann, Senior Project Manager (ICC Germany), updated the group on the status of the ICC Germany x Luther Model Contract Generator, a project to automate the ICC Model International Sale Contract in the context of German law.

See presentation. [[Model Contract Generator](#)]

Highlights included:

- This digital tool is not based on AI, but on no-code software of Lawlift; a cooperation between ICC Germany and Luther Law based on the [ICC Model International Sale Contract](#).
- We have incorporated the requested changes coming from the CLP Commission at its last meeting following a showcase of the demo version of the tool, that is: (i) indicate that this is an 'ICC Germany' rather than 'ICC' co-developed tool, and (ii) make clear that the tool is 'based on' the ICC model sale contract.
- Now in the positioning phase, looking at bringing this project onto the market, We are finalizing a cooperation agreement among the parties, developing a market entry strategy with an outside consultant, and will then enter into a pilot phase. Once the pilot phase is underway, a competitive analysis can be done.
- This preparatory work is leading to the first commercial step: providing the tool in the German market.

14. Next meetings

- Q4 2025 – 29 October – Paris hybrid.
- Q2 2026 – Early June – Lisbon. To be confirmed.