

Normative-Institutional Consequences of the Integration of Artificial Intelligence in International Commercial Arbitration

Dinko Štetić

International University Libertas, Croatia

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ABSTRACT

The paper analyses the normative and institutional consequences of the integration of artificial intelligence (AI) in international commercial arbitration. Special emphasis is placed on the application of generative and analytical AI tools in the phases of legal research, evidence analysis and drafting of decisions. The contribution of AI to the efficiency and economy of the procedure is explored, as well as the risks that such use carries for the fundamental principles of arbitration, in particular confidentiality, impartiality, transparency and autonomy of arbitrators.

The paper examines the existing regulatory framework, including UNCITRAL's Model Law, the institutional rules of leading arbitration institutions, and the European Artificial Intelligence Act, pointing to the existence of a regulatory gap between traditional process standards and accelerated technological development. Particular attention is paid to the potential implications of the use of AI on the validity and enforceability of arbitral awards, particularly in the context of the right to a fair trial and equality of the parties.

The paper advocates a balanced and pragmatic approach to the integration of AI in arbitration, whereby AI should remain an auxiliary tool under clear rules, with mandatory human oversight and the development of precise guidelines to preserve the legitimacy of arbitration proceedings.

Keywords: artificial intelligence, international commercial arbitration, confidentiality, transparency, regulatory framework **JEL classification:** K33, K41, O33, K49

INTRODUCTION

The rapid increase in international economic exchange during the middle of the last century also led to an increase in the number of disputes related to international trade. Ineffective resolution of these disputes could slow down the development of international trade relations, and consequently there would be a weaker performance of all entities that sell their goods and services on the world market. The resolution of international trade disputes in national courts has often proved ineffective due to complex litigation and bias. The State Court has the duty to determine which party to the dispute has a higher right, or which of them has something to do, while arbitration resolves the dispute in accordance with the rules set by the parties themselves. The parties indicate their confidence in the arbitration and their willingness to accept its award. This decision does not necessarily represent the complete realization of their demands, but ultimately the most important thing is that it does not destroy the foundations of their future business. Therefore, the parties have the impression that their interests are better protected in the arbitration procedure, where they independently appoint arbitrators and where they freely decide on the substantive and procedural law applied in the dispute resolution procedure (Jovičić, 2008).

Arbitration can be defined as a dispute settlement procedure by the parties designated by the arbitration agreement and by a non-state body that resolves the dispute. (Mitrović, 1978, as cited in Jovičić, 2008). Jarrosson (1987, as cited in Jovičić, 2008) states that arbitration is an institution of an organizational and institutional character on the basis of which a third party resolves a dispute between two or more parties.

Judicial systems have begun to intensify the introduction of artificial intelligence (AI)-based solutions, and some judges are already using AI tools in their work. The use of AI tools must be in line with international human rights standards, the United Nations points out, and the right to an independent and impartial tribunal implies the necessity of access to a human judge, while the right of a party to freely choose a representative includes the right of access to a human lawyer. Any technological innovation can have an impact on the way judicial decisions are taken, which is why the judiciary must play a central role in deciding whether to introduce it. The UN General Assembly states that it is necessary to enable judges to acquire digital and AI competencies in order to preserve the independence of the judiciary (United Nations General Assembly, 2025). In addition, they need to be able to consult with technical experts, lawyers and the public before accepting any AI system.

In international arbitration, the use of AI is expected to increase, primarily due to the potential that artificial intelligence has to increase efficiency. Currently, AI is mostly used to collect and verify facts, create legal research, analyze data, and review large amounts of documentation. The biggest obstacles to the wider use of AI relate to the fear of algorithmic inaccuracies and bias, risks to data confidentiality, lack of experience in working with AI, and an underdeveloped regulatory framework (White and Case, 2025).

The subject of this research is the normative and institutional consequences of the integration of artificial intelligence in international commercial arbitration.

International Commercial Arbitration Proceedings

International arbitration is one of the most common mechanisms for resolving commercial and investment disputes. The reason for this is the possibility of its neutrality, flexibility and global enforceability of arbitral awards, and the greatest advantage is the potential to resolve the dispute in front of an impartial forum outside the jurisdictions of the parties involved, whereby each party can appoint an arbitrator with appropriate expertise (Al Fatayri, 2025).

The New York Convention of 1958 is the most successful multilateral treaty in the field of international commercial law and as such represents the basis of international commercial arbitration, necessary for the security of international business. The Convention provides for a mechanism that depends on whether and how national courts cooperate. At its core, this treaty is actually based on mutual trust, which will be undermined in the event that some courts show favor to the nationals of their own country (International Council for Commercial Arbitration, 2017).

UNCITRAL's Model Law is the general normative framework of the United Nations, more precisely the United Nations Commission on International Trade Law (Croatian Encyclopedia, 2025). In the UNCITRAL Model Law on International Commercial Arbitration, the UN General Assembly emphasized the importance of arbitration as an effective method for resolving disputes arising in international trade relations (UN Commission on International Trade Law [UNCITRAL], n.d.).

The Rules of the International Chamber of Commerce (ICC) govern the manner of conducting arbitration proceedings before the International Court of Arbitration at the International Chamber of Commerce, and this procedure is conducted according to certain principles. In particular, those principles are neutrality, flexibility, legal certainty and worldwide enforceability of decisions, in accordance with the New York Convention. The ICC Rules give the arbitrator broad autonomy to decide on evidence and conduct the hearing, while avoiding unnecessary delays and costs. The obligation of confidentiality is not expressly imposed, but the work of the Court is confidential. In addition, the parties may also agree that the procedure be secret, at the request of one or both parties. The award is reviewed by the Arbitral Tribunal (International Chamber of Commerce [ICC], 2022) before the final award is published.

The London Court of Arbitration, i.e. The London Court of International Arbitration (LCIA) is a world-renowned arbitration institution, which stands out in its work for its clear rules, focused on the effectiveness and adaptability of the procedure. The guidelines issued by the LCIA are intended to ensure fair, equitable and

professional conduct of authorized representatives of the parties participating in arbitration (London Court of International Arbitration [LCIA], 2020).

In the last ten years, the trend of integrating artificial intelligence technologies into dispute resolution systems has been strongly developed. It is this trend that has led to significant changes in the way arbitration proceedings are managed and decision-making, as AI shows the potential to transform international arbitration into multiple dimensions, including efficiency, data analysis, and standardization of treatment.

AI can have an impact on mitigating the differences between the legal traditions of the states participating in arbitration proceedings. The application of AI tools can potentially be hampered by the fact that parties often come from very different legal systems, i.e. due to the existing differences in rules, legal standards and the level of technological regulation.

These differences lead to legal uncertainty and increase the complexity of the procedure, all the more so in situations where the parties are poorly familiar with the legal framework of the other party. When viewed from this perspective, AI can serve as an incentive for the international community, arbitration institutions, and legislators to develop guidelines and standards that would harmonize the use of AI in arbitration (Al Fatayri, 2025).

Adapting International Commercial Arbitration To Digital Transformation

Classic, traditional arbitration rules, although not initially established with the premise of the existence of artificial intelligence, i.e. they were created before its development and its use for the purposes of arbitration proceedings, these same rules allow arbitral tribunals broad powers in how they conduct the proceedings.

Traditional arbitration rules, such as the International Chamber of Commerce (ICC) Rules or the UNCITRAL Rules, do not contain specific provisions on how to use AI tools. Any use of AI to speed up arbitration proceedings or in general to assist in its resolution would have to be compatible with the fundamental rights of the parties.

According to the LCIA Guidelines, the conduct of authorized representatives of the parties participating in the arbitration should be professional and equal towards all parties and must not do anything with the intent to unfairly interfere with the arbitration process or call into question the validity of the award (LCIA, 2020).

Therefore, the use of artificial intelligence, and more precisely its tools, would have to be aligned with the aforementioned ethical obligations.

In particular, this means that the arbitrator must verify that the data presented by the AI is accurate, and in the event that there may be a breach of trust, then the use of these tools must be avoided altogether. AI must not be used to generate a large amount of submissions and analyses or to prolong the process. Citing incorrect and untrue precedents, quotes and facts is also problematic.

It is the duty of the arbitrator to verify the veracity of the information obtained and the responsibility for the accuracy of the content he states.

The Silicon Valley Arbitration and Mediation Center is a professional organization that examines and guides the use of AI technology in its work and explicitly states the use of AI in arbitration (SVAMC, 2024). The SVAMC Guidelines are the first comprehensive international recommendations for the use of AI in arbitration (Mills & Shanker, 2024).

The implementation of AI leads to numerous challenges, with the most prominent being the question of the bias and fairness of using such tools. The functioning of AI systems is largely determined by the quality and content of the data on which they have been previously trained, which is why irregularities or biases in such datasets can lead to the creation of inaccurate patterns.

When it comes to international arbitration, which is sensitive to cultural, legal and social differences, then this problem stands out all the more as an important and serious challenge. Arbitration proceedings often involve extremely sensitive information, which raises the question of protecting the confidentiality and security of data, as the use of AI increases the risk of unauthorized access to data or cyberattacks (Al Fatayri, 2025).

The resolution or determination of a dispute is based on applicable substantive law, which is why it is imperative that parties and arbitrators take into account relevant laws and regulations, including confidentiality risks, when using AI technologies. It is necessary to carefully analyse all the consequences of the use of generative AI and ensure that appropriate safeguards are in place (Malekela, 2025).

In addition, another disadvantage of using AI in these circumstances can be cited as a lack of intuitive understanding and awareness of context and judgment, which is a characteristic of the human arbiter, who must be able to assess the behavior and intentions of the parties. If the AI system comes to a conclusion that is incorrect or biased, the question arises as to who is responsible for such an error.

Therefore, it is crucial to establish clear ethical standards and regulatory frameworks that would define how AI is used and remove doubts about accountability, and ensure transparency and oversight of the technology. Such rules are necessary to preserve trust in the arbitration process and the legitimacy of the decisions made (Al Fatayri, 2025).

Confidentiality in arbitration implies the obligation of the parties not to disclose information related to the arbitration proceedings to third parties or the public, and maintaining confidentiality contributes to the calm and rational resolution of disputes, reduces the risk of undesirable disclosure of commercially sensitive information to competitors and other entities, and reduces the risk of pressure from the public or the media.

The problem with generative AI-tools, especially those based on large language models, is that they are highly dependent on large data sets. A larger volume of available information results in more accurate results. However, given that the rulings in international commercial arbitration are most often confidential, then building the base necessary to train advanced AI systems is quite difficult (Malekela, 2025).

The issue of transparency is also important, according to which arbitrators do not necessarily have to disclose which tools they use internally, just as they do not have to disclose every use of AI tools, according to SVAMC guidelines (SVAMC, 2024).

In this way, the decision on such publication is left to the discretion of the tribunal. In certain situations, however, disclosure is necessary, such as the use of generative AI by an arbitrator when drafting a finding or opinion. Indeed, this could affect the evidentiary process, which is why it is necessary to further consider the publication and allow for the verification of the results.

The New York Convention requires compliance with minimum procedural standards for the recognition of awards, which suggests that another issue is related to international arbitration and the enforceability of awards. In the event that the losing party in the dispute proves that the entire procedure was unlawful due to the secret use of AI tools, then the latter could invoke certain reasons for refusing recognition. AI in this case can be used in the context of a violation of the right to argue or the impartiality of the court. Therefore, the uncontrolled use of AI could also jeopardize the enforceability of decisions (Bauer, 2025), as provisions such as those of the UNCITRAL Model Law point out that equal treatment and the ability to present a case act as a basis for sanctioning any practice that seriously violates the rules of procedure.

Use Of Ai By Arbitrators

White and Case (2025) found in their research that the arbitration community overwhelmingly accepts the use of AI for legal research, data analysis, and document review, with the main motive being to save time. The use of AI tools can greatly increase efficiency and consequently result in lower costs of the procedure, but at the same time the issue of jeopardizing the fundamental principles of arbitration proceedings is created. Participants

in the research pointed out that AI can very efficiently view and analyze large amounts of documents, and they expect this area of use to expand even more. About 19% of respondents predict that in the next five years they will almost always use AI to process documentation. The speed with which AI can process data that would take weeks of work from a human team is also emphasized. However, open AI systems continue to raise doubts precisely because of the issue of confidentiality.

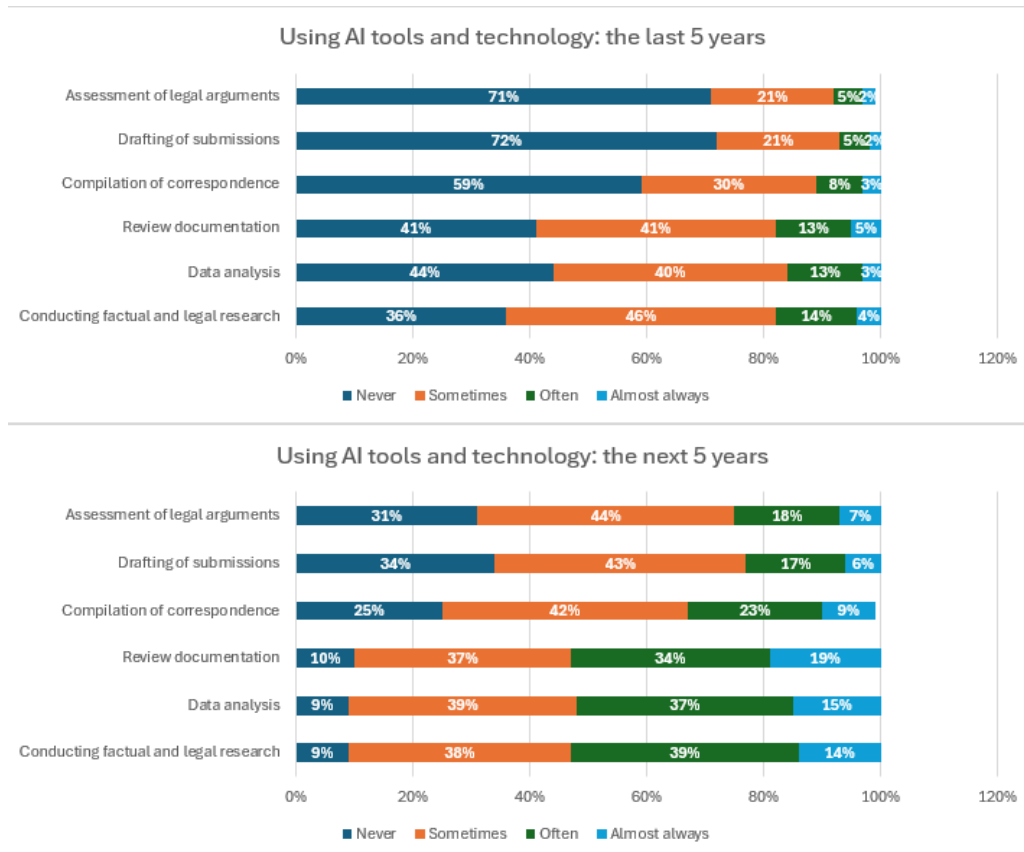


Figure 1. The Use of Artificial Intelligence Tools in International Arbitration

Source: Author's creation according to White and Case, 2025

Figure 1 shows the use of AI tools in international arbitration in the last five years and the prediction of the use of AI tools in the next five years. The use of them has increased significantly in the last five years, and is expected to increase further. The use of AI technologies is divided into six categories of arbitration work, and it is evident that AI has been used the most in legal and factual research (64%), data analysis (56%) and documentation audit (54%) in the last five years. The use of AI tools is still limited in the preparation of submissions and legal arguments, as well as the evaluation of legal arguments. These results show that arbitrators remain cautious when it comes to the use of AI in those segments that require expert legal judgment, interpretation of the law and analytical processing of facts. In the next five years, a shift towards even greater involvement of AI in arbitration work is expected. Arbitrators are expected to start using AI frequently for legal and factual research, and in the process of data analytics and document auditing, AI will become a standard process tool, according to this research. There could also be a significant increase in the segment of compiling submissions and evaluating arguments, so 60% of respondents predict this scenario.

Normative And Institutional Consequences

The UNCITRAL Model Law may or may not have a direct impact on the use of AI in arbitration. The manner in which AI can be used and what effects it has in arbitration proceedings is directly regulated by the guidelines and principles on the use of AI, and there are not yet explicit provisions for AI and its use in international

arbitration, although institutional arbitration rules are legally binding. The United Nations General Assembly Resolution on the UNCITRAL Model Law on International Commercial Arbitration points out the importance of arbitration as an effective method for resolving disputes arising in international commercial relations (Croatian Encyclopedia, 2013-2025). The Model Law provides for the principle of equality of parties and the right of each party to present its case in full, which is also the basis of a fair procedure. The parties to the arbitration procedure have the opportunity to agree on the procedural rules themselves, as well as on the safeguards to ensure the confidentiality of information for the duration of the proceedings. Therefore, the use of AI tools should in no way undermine this principle and should not create an unequal position among the parties involved, although this model law does not contain specific provisions related to confidentiality and artificial intelligence (Malekela, 2025).

The EU Artificial Intelligence Act was published in the Official Journal of the European Union on July 12, 2024, and this regulatory framework introduces a system of AI categorization depending on the level of risk and sets obligations for manufacturers and users of AI systems. The most comprehensive part of the Act concerns high-risk AI systems, such as human oversight of processes, among others (EU Artificial Intelligence Act [Regulation (EU) 2024/1689], 2025). This act will apply from 2026 and aims to regulate the use of AI at the European Union level. This document does not explicitly mention international arbitration, although it can be established from the content itself, according to which AI systems are intended for justice or alternative dispute resolution, that AI used in arbitration proceedings is likely to be classified as a high-risk system. A higher level of advancement and greater influence on decision-making also makes it more likely to be classified as high-risk. Therefore, such systems must be subjected to stricter conditions, such as developed risk management systems, quality data practices, technical documentation, clear human oversight mechanisms, and a high level of security, resilience and accuracy. Arbitrators, lawyers or arbitration practitioners in the EU who use high-risk AI tools in the role of "users" must comply with the rules on risk management in accordance with the Act, and Article 78 prescribes an obligation of confidentiality for all those who apply the said Act, requiring that only necessary data be collected and that effective cybersecurity measures to protect information and data be ensured, which can ultimately be seen as a form of support for the protection of confidentiality in the use of generative AI technology in international arbitration (Malekela, 2025). The LCIA indirectly covers issues surrounding AI in its Arbitration Rules. The arbitrator is empowered to conduct the proceedings in an efficient manner and, through Article 14A, is allowed to delegate technical and administrative tasks (including, inter alia, digital tools, automation, etc.). Arbitrators must personally make a decision and give reasons for it and have an obligation to fulfil their duty of independent decision-making. In accordance with these rules, it can be established that AI cannot be a worthy substitute for legal assessment, arbitrator's discretion and assessment of evidence, as well as the decision-making itself.

The possibility of obtaining data from unauthorized entities has also been confirmed in the case law, so in the case of *Gela Mikadze and Others v. Ras Al Khaimah Investment Authority and Others*, initiated during commercial arbitration before the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), a request was filed by one of the parties for annulment of the award, due to the violation of the right to a fair procedure. In this case, a third party obtained confidential information that belonged to that party, its legal representative and the arbitral tribunal (Malekela, 2025). Malekela cites an example of a case where in 2024, attorney-at-law and legal technology companies used Microsoft's Azure OpenAI Service to access generative AI models and were thus able to inadvertently expose confidential and protected information to third parties due to an unnoticed deficiency in the terms of use (Coyer & Marathe, 2024).

Therefore, the normative consequences are the impact on a fair trial and on the transparency of the decision. The arbitrator should clearly state the use of AI tools, but the final reasoning for the decision should be his/her own, i.e. the result of its judgment, and not generated by artificial intelligence. Furthermore, the secret use of AI may lead to a violation of the parties' right to be informed about the factors on which the decision is based and to comment on it. The institutional consequences that may arise due to the integration of AI in international arbitration are related to the change in the internal policies of arbitration institutions. As seen in the example of the Arbitration Rules published by the LCIA, institutions have begun to adopt their policies on the use of artificial intelligence. In addition, the acquisition of digital and AI competencies is also becoming an increasingly

important condition for the work of arbitrators due to the verification of data accuracy and the protection of confidentiality. Pilot programs are emerging in which institutions test AI to help resolve specific, simpler disputes, and the practice of using AI tools is standardized through guidelines and recommendations, which could gradually become the standard. The reason for annulling or refusing to recognize the award may be the circumstance of the use of AI, whereby artificial intelligence can transmit biased claims and allegations, which consequently affects the outcome of the dispute. Additionally, arbitration is traditionally confidential, and AI can compromise the secrecy of the file. Thus, in the event that the arbitration proceedings were conducted with serious violations, there may be an annulment or refusal of the losing party's recognition.

An example of the use of AI by an arbitrator that is relevant to the issue of the enforceability of arbitral awards in the context of artificial intelligence is the case of *LaPaglia v. Valve Corp.* This dispute was conducted under the rules of the American Arbitration Association. One of the parties, LaPaglia, lost the arbitration dispute and subsequently initiated proceedings to annul the award. This proceeding was conducted in a US federal court, and the fact that the arbitrator used artificial intelligence (specifically ChatGPT) to write and make an arbitration award in general was used as the primary argument of the plaintiff. Therefore, the plaintiff stated that in this case there was a violation of a fair trial, judicial functions were partially (or fully) transferred to artificial intelligence, and the parties were not informed about the circumstances of its use. The plaintiff claimed that the arbitrator used artificial intelligence when drafting the award, stating during the proceedings that he had recently asked for ChatGPT's help to produce a certain short article more quickly, giving the impression that the arbitrator was inclined to use such tools. In addition, he informed the parties that he was soon to travel to the Galapagos and that his goal was to complete the case before that trip. The prosecutor interpreted this statement as pressure to bring the proceedings to a swift conclusion. In addition, the applicant claimed that the award itself contains identifiable indicators of AI generation, which also include allegations of facts that are incorrect or not presented at all during the hearing and that are not supported by relevant sources. Even in this process, artificial intelligence was used to determine whether a particular paragraph of the verdict could be interpreted as one written by a human or by artificial intelligence, with the answer being that features such as unclear structure, repetition, inconsistencies, and excessive generalizations suggested that the text was generated by artificial intelligence. Such use of AI violates the principle of transparency and the duty to provide a reasoned decision. Namely, the parties in this case could not have known to what extent the award was the result of the arbitrator's own judgment, and to what extent of algorithmically generated texts. In this case, the plaintiff sought the annulment of the arbitral award because the arbitrator exceeded his authority, by acting outside the scope of those powers conferred by the arbitration agreement of the parties. Therefore, the award should have been set aside, as requested by the plaintiff (Aceris Law, 2025).

Examples of institutional approaches that have developed in response to the increasing use of artificial intelligence include the guidelines of the International Center for Dispute Resolution of the American Arbitration Association and the guidelines of the Arbitration Institute of the Stockholm Chamber of Commerce, as well as the already mentioned guidelines of the Silicon Valley Arbitration and Mediation Center. The American Arbitration Association's International Dispute Resolution Center has determined that the award must not be the result of AI-generated reasoning in its entirety, i.e. it can be used in terms of support, but not to replace the court and the assessment of a human arbitrator. In addition, this same association also directs arbitrators to the necessity of recognizing the use of AI tools when such use affects the arbitration process itself (American Arbitration Association [AAA-ICDR], 2025).

The Arbitration Institute of the Stockholm Chamber of Commerce has determined that human oversight is necessary for risk management, with guidance to arbitrators that artificial intelligence must not in any way impair the quality of their judgment. As in the case of the American Arbitration Association, the SCC directs arbitrators to report to the parties on the use of AI tools for research and data collection. The SVAMC guidelines refer to the use of AI tools carefully and analytically, as well as to the publication of the use of the same, which is also characteristic of other institutions (Bhat et al., 2025).

The arbitration community does not necessarily need to reformulate existing laws, rules or guidelines entirely, nor does it need to create a new fundamental legal document that would fully resolve the conflict between access to confidential data by AI technology and the need to protect confidentiality in arbitration. Such procedures

could make an already complex arbitration procedure even more complex. Malekela (2025) states that the practical limitations and problems in arbitration proceedings grow in proportion to the number of new norms or guidelines. The same author also argues that in order to reduce the gap between traditional and contemporary understandings of confidential and sensitive data, the most appropriate approach is a pragmatic approach, according to which arbitrators should also incorporate provisions on the responsible and safe use of artificial intelligence into their rules and guidelines.

Powers of Arbitrators to Instruct and Make Procedural Decisions on the use of AI

In his or her management of the proceedings, the arbitrator has the power to give instructions and make procedural decisions, and these powers are valid until otherwise agreed by the parties or until any other obligation is imposed by mandatory regulations. When the use of artificial intelligence can affect the course of the proceedings and its regularity, then the intervention of an arbitrator is required. For the proper conduct of the proceedings, it is possible to appoint an AI expert by an arbitrator in order to obtain expert assistance in understanding certain AI tools, as well as a better insight into the technical features and potential consequences of applying these same tools. The parties may express their desire not to use AI, i.e. they may limit the use of such tools, which is done in the case of preserving the integrity of the arbitration and ensuring the validity and enforceability of the award. Arbitrators, in turn, may require litigants to disclose the use of AI, if they use this technology. Arbitrators are not authorized to oversee the private use of AI by the parties insofar as such use does not affect the proceedings, does not impair its impartiality, and such use is customarily permitted in case law. Decisions on the use of AI may be revised and adapted in the course of the proceedings, and the use of AI may be considered and specifically indicated in the award. In the event that a party fails to act with respect to the use of AI in the manner set forth in the procedural order, then the arbitrators must assess what the impact of that omission is on the overall proceedings. Further appropriate action can then be taken, if necessary, such as additional decisions, withdrawal of conclusions, etc. In the event that a dispute arises between the parties regarding the use of AI in arbitration, then arbitrators may be called upon to make a decision on whether such use is permissible and to what extent. In doing so, all relevant circumstances of a specific, specific case must be taken into account. When deciding whether it is advisable to allow the use of AI, the potential benefits that AI offers can be looked at, whether it is time savings, cost savings, etc. In addition to the benefits, it is also necessary to look at the risks that include the impact of AI on the reliability and accuracy of evidence and on its admissibility in arbitration proceedings. The specific characteristics of a particular AI tool must also be assessed, which also refer to the type of data on which the work of the same tool is based, potential biases in the model, the level of quality and the level of safety (Bauer, 2025).

CONCLUSION

Artificial intelligence, as well as its integration into arbitration proceedings, has enabled a number of positive developments, such as automation of part of the procedure, faster analysis of documents, and a higher level of precision. However, while there are some benefits, the use of AI tools in arbitration proceedings has also led to certain difficulties and problematic situations. Data protection and confidentiality are very important items during arbitration, and the use of artificial intelligence calls them into question. The risk is even greater due to the ability of AI to reproduce the entered data, and the threats that arise are those of cyberattacks, unauthorized access and unwanted disclosure of data to third parties.

The arbitrator must be discreet in his or her role, which, along with a fair trial, is also the basis of international arbitration. Improper use of AI could result in the award being called into question and undermine the transparency and trust of the parties. In addition, the use of AI technology could also exceed the powers of arbitrators. It can be concluded that AI can be an auxiliary tool, but it must not take over the function of decision-making, since human control is an indispensable element of arbitration decision-making and a fundamental condition for the legitimacy of the procedure. Arbitration institutions have not yet established a uniform standard for the use of AI in arbitration, although certain guidelines have begun to be published to promote the responsible use of AI. The normative-institutional implications of the integration of AI in international commercial arbitration insist on an approach that is adaptive and responsible. The use of AI must be balanced in order to

enable technological advancements, but also to prevent any violation of procedural rights and to eliminate the threat of compromise of confidentiality. Integrating targeted and clearly defined guidance on the use of AI into existing arbitration rules could ensure legal certainty and safeguard procedural safeguards.

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