

Practice Note N° 2

Proceedings of the Center for Arbitration and Conciliation of the Bogota Chamber of Commerce in International Arbitration Proceedings

This Manual aims to publicize those proceedings which the Center for Arbitration and Conciliation of the Bogota Chamber of Commerce (hereinafter, the “Center” or “this arbitral institution”) is authorized to administer, by the Rules, regarding international arbitration proceedings. To this end, this document introduces and outlines the main actions to be taken by this arbitral institution in this type of proceedings:

I. Written phase

A. Request for Arbitration and Response to the Request for Arbitration

1. The International Arbitration Section receives the Request for Arbitration and verifies that the requirements to administer the proceeding are met (authorization to the Center contained in the arbitration agreement; provision on the number of arbitrators, language, seat of arbitration, among others), in addition to the submission of the filing fee payment receipt and of the sending receipt of the Request for Arbitration to the Respondent.
2. If the Request for Arbitration does not comply with any of the above-mentioned requirements or is not accompanied by the filing fee payment receipt and of the sending receipt of the Request for Arbitration to the Respondent, the International Arbitration Section shall request the Claimant to provide the necessary information, within the term established for that purpose.
3. Once the missing items have been identified and the requirements have been fully complied with, the case will be registered. The International Arbitration Section will communicate to the parties the act of registration of the case and the date which shall be understood, for all purposes, as the date of initiation of the international arbitration.
4. As from the date of initiation of the arbitration, the time limit for the Respondent to respond the Request for Arbitration will begin to run. The International Arbitration Section will carry out the same actions mentioned in paragraph 3 above, except to receive and legalize the payment of the filing fee, since these are solely in charge of the Claimant.

5. The Administrative Section will require the Claimant to submit the filing fee payment, the documents certifying its tax status and the details of the person or legal entity in whose name the receipt is to be invoiced. Upon reception of all the above, the corresponding receipt will be sent.

B. Constitution of the international arbitral tribunal

1. The International Arbitration Section may offer to schedule a meeting for the appointment of arbitrators or serve as appointing authority, as the case may be.
2. Upon receipt of the appointment for international arbitrators, the International Arbitration Section will communicate those appointments exclusively to those appointed arbitrators, giving a term for the candidates to decide.
3. The International Arbitration Section will forward to the parties the declarations of acceptance, independence and impartiality, together with the written disclosures (if any), for comments, observations and/or challenges on any of all the arbitrators, within a 15 calendar days term.
4. After the expiration of the period referred to in paragraph 3 above, without any challenge having been received concerning the appointed arbitrators, the Center can confirm its appointment to the tribunal, if it is established that there is availability and suitability and considering its nationality, among others. The Center may also not confirm an arbitrator who has not been challenged, on the basis of, *inter alia*, the absence of availability or suitability, having regard to the nationality of the parties, its nationality and the nationality of the other members of the tribunal.
5. If, within the time limit for raising objections, either party has challenged any appointed arbitrator, the International Arbitration Section shall notify the other party and the other candidates to conform the tribunal of such request. In the event that the parties do not agree on the request for challenge, the challenged arbitrator may resign. If the Center does not resign, it shall decide, definitively and in accordance with the Rules, on the challenge.
6. If the appointed arbitrator does not belong to the Roster of International Arbitrators of the Center, the Administrative Section will require certain personal data (full name; identification; nationality; among others) in order to create its role in the internal information system.
7. The Center will appoint the Secretariat of the tribunal from among its secretaries.



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C. Deposits

1. The Tribunal will fix its fees in a procedural order or any other decision. The Center will fix its administrative fee. These amounts will be included in administrative orders (“*Payment instruction letters*”) to the parties, which will be issued by the International Arbitration Section -previously reviewed by the Financial Section- and will provide all the data required for the deposits, including, the term or deadline to make the deposits and the amount allocated to each of the parties.
2. All securities shall be deposited in the bank accounts of the Bogota Chamber of Commerce and shall be subject to Colombian tax regulations.
3. Upon expiration of the term for making the deposits without payment by one of the parties, the International Arbitration Section will grant an additional term to the party that deposited its amount in order for it to pay its counterparty.
4. In the event that one of the parties (or both) fails to make the required deposits within the term granted to that effect, either within the initial or additional period referred to in paragraph 3 above, the Center may stay or terminate the proceeding, as it deems appropriate.
5. In the event of full deposits, the Administrative Section shall require the relevant party or parties to submit a filing fee payment, the documents certifying its tax status and the details of the subject or legal person in the name of whom the receipt is to be invoiced, in order to legalize the money received. Upon reception of the above, the relevant receipt will be issued.
6. In no case may an international arbitration be continued in which all the sums required by the Center have not been deposited within the period granted by the Center and at the initial stage of the proceedings.

D. Statement of Claim; Statement of Defense; Counterclaim; Statement of Defense to the Counterclaim; rejoinder and surrejoinder

1. The International Arbitration Section will keep the authentic file and record the related documents and annexes in due time and in case of procedural expediency. As an official channel of communication between the tribunal and the parties, the Secretariat will transmit procedural orders, awards, communications and other written submissions rendered by the tribunal to the parties.

2. In the event that the annexes submitted do not correspond to those indicated in the document, or that the files do not properly download or open and, provided that they are still within the term, the Secretariat may require the party concerned to resubmit the files, without prejudice to decisions on the matter taken by the tribunal.
3. In the event that the parties request the tribunal an expert opinion, the Center may require deposits to cover the expenses and fees incurred in such work. It may also require that periodic or single reports of the work carried out by the experts be provided in advance.

II. Oral phase

1. The Center will, in consultation with the tribunal, schedule the hearing of evidence.
2. The administrative assistants of the Center will send, by e-mail, instructions for connection by telepresence, if this is the mean chosen for the hearing.
3. The Center will record the hearing. The recordings shall be started, paused and interrupted at such time as the tribunal deems appropriate.
4. The Secretariat will make the case file available to the tribunal during the hearing of evidence and will support the tribunal in its handling during the hearing.
5. The Secretariat will forward the transcripts of the hearing of evidence to the parties and to the tribunal, upon referral by the Center's administrative assistant.
6. The Secretariat will be present at the deliberations of the tribunal.

III. Termination of the Proceedings

1. The Administrative and/or Financial Section will verify whether the arbitrators in the case are registered as suppliers to the Centre. Once this information has been collected, the Administrative and/or Financial Section will request the arbitrators who are not registered to provide the information and documents needed to carry out the registration process, so that, once the time has come (award), such Section may proceed to pay the corresponding fees.
2. In the event that the case ends early (prior to the issuance of the final award), the Center may use the deposits made, or require the consequent deposits, in order to cover the expenses and costs incurred until the termination of the proceedings, in proportion to the undertaken actions.

IV. Award

1. The Secretariat will notify the parties the final award.
2. If requests are made for clarification, correction or addendum of the award, it shall inform the Tribunal so that the award may be transferred through the International Arbitration Section.
3. Once the final award has been rendered, the International Arbitration Section will inform the Financial Section that it may proceed to make payments corresponding to the fees of the international arbitrators, for which purpose it will transmit them the relevant sections of the award.
4. The Financial Section shall request the arbitrators to fill in the relevant receipts and will set a time limit for its original submission to the Centre. Once the arbitrators' receipts are available, the Center will send them to the Financial Section of the Bogota Chamber of Commerce, where they will proceed to make payments for fees.
5. The International Arbitration Section shall close the case in the internal system.

V. Cross-cutting aspects

A. Protection of personal data

1. Since the Center's digital system is located on servers in the Republic of Colombia, the regime applicable to the protection of personal data is Law 1581 of 2012.
2. Any personal data supplied to the Center may henceforth be used exclusively to:
 - carry out registration, operation, monitoring and accompanying activities;
 - process or formalize requests for international arbitration products and/or services;
 - conduct surveys on our international arbitration events, courses, seminars and trainings;
 - invite or pre-register you at our international arbitration events, courses, seminars and training programs;
 - send communications and invitations for our international arbitration events, products and/or services;
 - carry out marketing or commercial prospecting activities in international arbitration;
 - gather information and conduct scrutiny related to the eventual entry and activation to the Roster of International Arbitrators.

- request additional information or clarification of experience, and/or documents provided;
- conduct the evaluation process by the Arbitral Court of the Center;
- send information related to the request to be included in the Roster of International Arbitrators
- address general concerns about the list of international arbitrators;
- publish information concerning the nationality, domicile, jurisdiction in which the international arbitrator is admitted and the languages it handles;
- generate reports or statistics in international arbitration;
- require and use the information necessary to inform the international arbitrator of any appointments, communications, texts or documents discussed in the international arbitration and, in any case, to contact you in the course of the arbitration proceedings when you are acting as an international arbitrator for a specific case.

B. Correspondence

1. All communications, briefs and documents submitted in the course of the international arbitration shall preferably be sent by e-mail.
2. Article 3.2(2) of the Rules privileges electronic communications to ensure the speed and virtualization of the proceeding.
3. To this end, the Center has a certified e-mail system which allows the appointed Secretariat in each international arbitration to send e-mails recording the sending, receipt and opening of the message.
4. As a result of the paragraphs 1, 2 and 3 above (and in accordance with the statutory communication charges), the Center does not make shipments by *Courier* or physical mail to parties, representatives, arbitrators or experts in cases administered under its aegis.



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