

## Practice Note N°5

### Manual for the initiation of international arbitrations conducted under the Expedited Arbitration Rules of the United Nations Commission on International Trade Law, administered by the Center for Arbitration and Conciliation of the Bogotá Chamber of Commerce

This Manual aims to guide the Parties and the International Arbitral Tribunals on the initiation and conduct of international arbitrations under the Expedited Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter, the “Rules” and “UNCITRAL”), and before the Center for Arbitration and Conciliation of the Bogotá Chamber of Commerce (hereinafter, the “Center”).

The provisions contained herein are observed and applied in all international arbitrations initiated before the Center, under the Rules. The articles referred to in this Practice Note correspond to the UNCITRAL Expedited Arbitration Rules and new Article 1, paragraph 5, of the UNCITRAL Arbitration Rules (revised version in 2010, with new article 1, paragraph 4, as adopted in 2013, and with new article 1, paragraph 5, as adopted in 2021). For the initiation and subsequent administration of the procedure by the Center, this Practice Note provides as follows:

#### I. General provisions and scope

1. The Rules shall apply when:
  - a) the amount of the dispute does not exceed the limit of USD 2,000,000 upon the filing of the response to the request for arbitration referred to in Article 5 of the Rules.
  - b) the parties so agree.
2. At any time during the arbitral proceedings, the parties may agree to cease to apply the Rules.
3. At the request of a party, the Tribunal may exceptionally cease to apply the Rules.
4. If the Rules cease to apply, the constituted Tribunal shall remain and continue to conduct the arbitration in accordance with the 2013 UNCITRAL Arbitration Rules. This is without prejudice to the parties agreeing to reconstitute the Tribunal or to the resignation of an arbitrator and the subsequent appointment of a new arbitrator.
5. The Parties may agree on amendments to the Rules.
6. The Parties and the Tribunal should act promptly during the arbitral proceedings.

7. The Tribunal may use any technological means it deems appropriate throughout the arbitral proceedings. To this end, the Center will keep an exclusively digital case file and the Tribunal may agree to hold virtual hearings and submit communications and electronic briefs with the assistance of the Center.

## II. Initial phase

### A. Filing of the Request for Arbitration, Preliminary review and Case Registry

1. The Claimant shall submit the request for arbitration including the items below and the proof of payment of the portion of the administration fee referred to in Article 6.1.:
  - a) Proposal for an appointing authority, absent an agreement of the parties.
  - b) Proposal for the appointment of an arbitrator.
  - c) The statement of claim.
2. The Secretariat of the Center shall conduct a preliminary review of the request for arbitration in order to verify compliance with the above referenced requirements.
3. Once the preliminary review of the request for arbitration has been conducted, the Secretariat of the Center will register the case data in its digital information management system, to conduct the corresponding administrative actions.
4. In the event that the Secretariat of the Center finds that the request for arbitration does not comply with the regulatory requirements or legal elements to continue with the international arbitration proceeding, it may refrain from registering the case.
5. Subsequently, the Secretariat of the Center, will register the case as a new international arbitration administered by the Center.
6. Once the case has been registered, the Secretariat of the Center will inform the Parties of the registry, leaving record that the request for arbitration was filed in due form and that, the corresponding procedural terms, begun to elapse.
7. The act of registration does not preclude the powers of the Tribunal, once constituted, to make decisions on the nature of the arbitration.

### B. Initial expenses and administrative fee of the Center

1. The “administrative fee” of the Center shall be preliminarily calculated based on the quantum of the international arbitration that was preliminarily indicated in the request for arbitration, and in accordance with the Tariff Framework set out in section VIII of this Practice Note.

2. The Claimant must deposit fifty percent (50%) of the estimated fee, upon the submission of the request for arbitration.
3. The remaining fifty percent (50%) must be paid by the Respondent at a later stage of the procedure, which will be fixed by the Secretariat of the Center.
4. In the event that the Respondent does not make the corresponding deposit, the Claimant will have an additional term to pay for its Counterparty.
5. The amounts referred to may be adjusted, provided that there is an increase in the quantum of the Claim and the Counterclaim – if any–.

### C. Writings and constitution of the Tribunal

1. The Respondent shall send the Claimant the response to the request for arbitration, within 15 days after receiving the request for arbitration, in accordance with Article 5 of the Rules.
2. Unless otherwise agreed by the Parties, expedited arbitration proceedings are conducted by a sole arbitrator, who shall be appointed jointly by the Parties.
3. If the parties do not agree on the appointment of the arbitrator within 15 days after the submission of the proposal, the sole arbitrator shall be appointed by the designated appointing authority.
4. If, 15 days after the submission of the nomination authority proposal, the Parties have not reached an agreement, the Center will act as the appointing authority.
5. When the Center is required to appoint international arbitrators –unless the arbitration agreement provides otherwise– it shall do so by direct appointment.
6. The listing mechanism shall only be used when the circumstances of a case so require, always preferring direct appointment, unless the arbitration agreement provides otherwise.
7. In the event that challenges are filed against any of the appointed arbitrators, the Center retains the authority to definitively decide on the challenges submitted by the Parties, upon request of any of them, except, if the arbitration agreement confers that power to any other authority.
8. In the event that the Rules do not set forth a time limit for the stage prior to the constitution of the Tribunal or, in matters of an administrative nature, the Secretariat of the Center will set the corresponding deadlines.

### III. Written phase

1. All communications and briefs submitted by either Party, as well as all documents annexed thereto, shall be sent, or submitted – by electronic means – with a copy to its Counterparty, the Secretariat of the Center, and each Arbitrator once the Tribunal has been constituted.
2. The e-mail address of the Secretariat of the Center is: [santiago.diaz@ccb.org.co](mailto:santiago.diaz@ccb.org.co).
3. The postal address of the Secretariat of the Center is: Calle 76 # 11-52, Bogotá D.C. 110221, Republic of Colombia.
4. The Tribunal shall organize a case management conference within 15 days after its constitution.
5. The Respondent shall submit its response to the statement of claim, 15 days after the constitution of the Tribunal, together with the counterclaim or set-off claim, if any.
6. The statement of claim, the response to the statement of claim, the counterclaim and set-off claims, may not be submitted outside the terms provided for in the Rules, unless the Tribunal deems it appropriate.
7. In the course of the proceedings, no party may amend or supplement its briefs, unless the Tribunal deems such amendment or addendum appropriate and within its jurisdiction.
8. The Tribunal may decide, after consulting with the parties, whether other briefs shall or may be admitted.
9. Except for the deadline to render the award, the Tribunal may at any time, after consulting with the parties, extend or shorten any deadline set out in:
  - a) The Rules (UNCITRAL Expedited Arbitration Rules)
  - b) The UNCITRAL Arbitration Rules
  - c) An agreement of the parties

#### IV. Oral phase

1. The Tribunal may, absent any request for hearings and after consulting with the parties, decide not to hold hearings.
2. The Tribunal may decide which documents or evidence the parties shall submit.
3. Unless there is a joint request from the parties, the Tribunal may deny the document production request from one party to the other.
4. Witness statements and expert reports shall be in writing and signed unless the Tribunal provides otherwise.

5. The Tribunal may decide which witnesses and experts shall be cross examined during the hearing, if any.

## V. Award

1. The award shall be rendered within six months after the constitution of the Tribunal unless otherwise agreed by the Parties.
2. The Tribunal may extend this deadline without exceeding nine months after its constitution.
3. If the Tribunal considers that it will not be able to render an award within this deadline, it shall propose the Parties a justified extension with the final deadline, and the parties must jointly approve the proposal.
4. If the parties do not unanimously accept the proposal, any party may request that the Rules cease to apply. The Tribunal, after consulting with the parties, may continue to conduct the arbitration under the 2013 UNCITRAL Arbitration Rules.

## VI. Secretarial support

1. The Center shall provide the exclusive secretarial support service to the Tribunal through the appointment of an official from the Center's List of Secretaries in International Arbitration.
2. The Tribunal shall receive such logistical, administrative, and legal assistance as may be required from the designated Secretary.
3. The Secretary shall not serve as an official channel of communication between the Parties and the Tribunal, consistent with section number I, unless the Tribunal so provides.
4. The appointment of Secretaries by the Tribunal, external to the Center's List of Secretaries in International Arbitration, is not allowed even if the parties have agreed thereto.

## VII. Deposits

1. All deposits shall be made in the accounts of the Chamber of Commerce of Bogotá in the Republic of Colombia. Consequently, the amounts deposited will be subject to the tax and fiscal regulations of the Republic of Colombia.
2. The Center may, from time to time and as a provision of funds, where it deems it appropriate, require deposits to cover the expenses of the international arbitration.
3. The Center shall be entitled to suspend or terminate the proceedings at any time if there is failure to pay any of the deposits required.



- This arbitral institution shall determine, in each specific case, the amount of the deposit and the stage of the procedure in which it shall be requested.

### VIII. Tariff Framework

- Given the abbreviated nature of this proceeding, the procedural interventions of the Parties should tend to be briefer, and the quantum should also tend to be lower, when compared to the ordinary arbitration proceeding. In turn, this should require lesser involvement of the arbitrator and the arbitral institution, so that their remuneration should also be proportional to their workload.
- In this regard, the following Tariff Framework will be applicable for international expedited arbitrations administered by the Center:

#### a. Administrative fee of the Center

Quantum (USD)	Tariff
Up to \$50.000	\$2750
Between \$50.001 and \$125.000	1 %
Between \$125.001 and \$250.000	0,8%
Between \$250.001 and \$500.000	0,5%
Between \$500.001 and \$1.000.000	0,3%
Between \$1.000.001 and \$2.000.000	0,2%

#### b. Fees of the Tribunal

Quantum (USD)	Minimum	Maximum
Up to \$50.000	\$2750	10 %
Between \$50.001 and \$125.000	1,50%	5%

Between \$125.001 and \$250.000	1,20%	4,00%
Between \$250.001 and \$500.000	1,00%	3,00%
Between \$500.001 and \$1.000.000	0,80%	2,00%
Between \$1.000.001 and \$2.000.000	0,5 %	1,5 %

**IX. Model arbitration agreement**

- Any dispute arising out of or in connection with this agreement, including any matter relating to its existence, validity, or termination, shall be submitted and resolved, definitively, by means of the international arbitration procedure, under the Expedited International Arbitration Rules of the Center for Arbitration and Conciliation of the Bogotá Chamber of Commerce, which are considered to be incorporated into this clause.
- The Center for Arbitration and Conciliation of the Bogotá Chamber of Commerce will be the appointing authority of the Tribunal. The seat or place of arbitration shall be [choose place]. The language of the arbitration shall be [choose the language]. The applicable substantive law will be [choose the law]. The procedure will be administered by the Center for Arbitration and Conciliation of the Bogotá Chamber of Commerce.

**X. Joinder of third parties**

- The Center does not have the authority or powers to “join or bind” third parties.
- It will be up to the Tribunal –once constituted and in accordance with the provisions of Article 17, paragraph 5, of the Rules– to adopt any decision on the intervention of third parties.
- This does not restrict the power of the Parties to agree on the intervention and participation of a third party in the international arbitration proceeding, in accordance with the Rules, after the constitution of the Tribunal.

**XI. Procedures with state entities**

- The general rules regarding notifications –as provided by the Rules– are equally applicable in the event that State entities participate in the international arbitration.

2. Where a State entity requires to be represented by another State entity, in compliance with its domestic law, the latter shall be directly notified by the same State entity that requires such representation.