



Asociación Interamericana de la Propiedad Intelectual
Inter-American Association of Intellectual Property
Associação Interamericana da Propriedade Intelectual

REGULATION OF THE INTERNATIONAL COURT OF ARBITRATION AND CONCILIATION SPECIALIZED IN INTELLECTUAL PROPERTY

BOOK I GENERAL PROVISIONS CHAPTER ONE

Objective Article 1

The International Court of Arbitration and Conciliation specialized in Intellectual Property – CIACEPI – attached to the Arbitration and Conciliation Center of the Chamber of Commerce of Bogota, shall promote the application of Alternative Dispute Resolution Methods to resolve disputes related to Intellectual Property matters, in all those aspects which are not expressly prohibited by the law of the place where the arbitration takes place.

In the development of the application of the alternative systems, the dispositions established in this Regulation shall be complied with.

Abbreviated expressions Article 2

For the purposes of this Regulation, the following shall be defined as:

“**AGREEMENT TO ARBITRATE**”: is the agreement by means of which the parties decide to submit to Arbitration all or some of the controversies available, which have arisen or may arise between them.

“**SUBMISSION OF THE REQUEST**”: is the act by means of which one of the parties or both requests the Court to promote the arbitration procedure in the terms established in this regulation.

“**CONVENING PARTY**”: is the party which promotes the procedure.

“**CONVENED PARTY**”: is the party against which the procedure is promoted and whose name appears as such in the corresponding notification.

“ARBITRATION AWARD”: is the final decision taken by the arbitrators in relation to the entire or part of the controversy submitted for their consideration, whether it makes reference to the subject matter of the controversy, to the jurisdiction or to a procedural matter which implies the termination of the arbitration.

Application of the Regulation

Article 3

When the parties agree in the “Agreement to Arbitrate” to submit their differences to the CIACEPI’s Regulation, the same shall be considered as an integral part of the agreement to arbitrate and the controversy shall be resolved according to the Regulation in force at the moment of the filing of the notice of arbitration, except when a contrary agreement has been made between the parties.

The adoption of the CIACEPI’s Regulation allows the Court to designate the arbitrators when the parties, or the third party designated to make such an appointment, have not done so within the term established in article 14 of this Regulation.

Notifications and terms

Article 4

a) Any notification or other communication which may or must be done by virtue of this Regulation shall be made in writing to the address indicated by the parties using any means of communication which guarantees the reception of the message.

b) The domicile of the parties is the valid place to carry out the required notifications. In any case, the notifications to the parties shall be made in the way indicated in the arbitration agreement and in the absence of said indication they shall be made in the manner the Center or the arbitrators consider pertinent.

c) A decision or sentence shall be considered as notified on the day the corresponding written communication was given to the parties and in case electronic means are being used, on the date on which it was transmitted to any of them.

d) In order to determine the compliance of a term, it shall be considered that a communication has been satisfactorily sent if it has been remitted according to points a), b) and c) of this Article.

e) For the purposes of the calculation of the terms established in the Regulation, the same shall be counted as from the day after that in which a communication is received or the transmission is made and the days shall be calendar days.

Seat of arbitration
Article 5

- a) The seat of the arbitration shall be the one determined by the Tribunal, except when the parties have agreed upon it.
- b) The Tribunal may hold hearings with the parties present or virtual hearings in the place it considers appropriate. Likewise, it may deliberate in the place and in the way it considers appropriate.
- c) For all legal effects it shall be considered that the arbitration award has been issued in the seat of arbitration.

Language of the arbitration
Article 6

The language of the arbitration shall be the one defined by the parties in the agreement to arbitrate. In the lack thereof, the Tribunal shall establish the same *ex-officio* or at the request of the parties.

Means of communication of the parties
Article 7

Within the arbitration procedure, any statement or communication from the parties shall be submitted to the Court Direction, which shall send a copy thereof to the other party and to the arbitrators, as the case may be.

Date of commencement of the arbitration
Article 8

The date of commencement of the arbitration procedure shall be the day in which the lawsuit is filed with the Arbitration Tribunal.

Representation
Article 9

The parties may act by themselves except if the arbitration is in law. In this case, the parties must be represented by proxy holders, who must be attorneys.

For the purpose of communication with the representatives of the parties, the names, addresses, telephone numbers, e-mail addresses, fax or other references must be informed to the Court, the other party and, after its integration, to the Arbitration Tribunal.

Duration of the arbitration procedure
Article 10

- a) If the duration term of the arbitration process is not specified in the agreement to arbitrate, the same shall have a maximum duration of six (6) months counted as from the filing of the lawsuit.

b) This original term may be extended for up to other four (4) additional months, when requested by the parties. The term to issue the arbitration reward shall not be in force during the suspension or interruption periods of the procedure due to legal causes or by mutual agreement between the parties.

CHAPTER TWO COMMENCEMENT OF THE ARBITRATION

Petition for Arbitration

Article 11

The convening party shall submit the petition to convene to the Court so that it can communicate it to the convened party.

Article 12

The petition for arbitration shall comprise:

- a) If in the agreement to arbitrate the duration term of the arbitration procedure is not determined, it shall have a maximum duration of six (6) months counted as from the filing of the lawsuit.
- b) A petition for the controversy to be subjected to arbitration according to the Arbitration Regulation of the CIACEPI.
- c) The names, addresses, telephone numbers, e-mail addresses, fax or any other reference to the parties.
- d) A copy of the "Agreement to Arbitrate".
- e) A summary of the facts, the amount and the rights in conflict.
- f) The proof of payment of 50% of the administrative cost set by the CIACEPI, which is non-refundable.

The submission of the petition to convene an arbitration, which complies with the requisites established herein, shall interrupt the prescription or expiration terms of the filed actions.

CHAPTER THREE COMPOSITION Y ESTABLISHMENT OF THE TRIBUNAL

Number of arbitrators

Article 13

- a) The Tribunal shall be composed of an uneven number of arbitrators agreed upon by the parties, not exceeding three.

b) When the parties have not agreed upon the number of arbitrators, the Tribunal shall be composed of three arbitrators.

Article 14

a) If the parties have agreed on a procedure for the appointment of an arbitrator or arbitrators, this procedure shall be complied with. In this case, if the arbitrators have not been appointed within the ten (10) days following the date of the communication of the petition for arbitration to the convened party or parties, or during the term agreed to by the parties, the Tribunal shall be appointed by the CIACEPI from its list of arbitrators through a system of public draw.

b) If there is not a procedure agreed to by the parties for the appointment of an arbitrator or arbitrators, the Court shall proceed with their appointment within the ten (10) days following the date of the communication of the petition to convene.

c) On the same day of the appointment of the arbitrator or arbitrators, the CIACEPI shall inform the appointment that was made through a written communication along with a copy of the petition for an arbitration procedure.

d) The appointed arbitrator or arbitrators shall inform their acceptance or rejection within the five (5) days following the receipt of the communication of their appointment.

e) The appointment of the president of the Tribunal shall be made by the Directorship of CIACEPI.

Nationality of the arbitrators

Article 15

For the purposes of the integration of the arbitration panel, the agreement made by the parties in relation to the nationality of the arbitrators shall prevail.

In case the parties do not determine or do not reach an agreement in relation to this matter, the Court shall have the liberty to comment in this regard.

Communication between the parties and the candidates to become arbitrators

Article 16

None of the parties, nor any person acting on its behalf, may establish a private communication with any of the designated arbitrators, except to debate about the skills, availability or independence of the candidate in relation to the parties.

Impediments

Article 17

- a) Every arbitrator designed by the parties or by the CIACEPI, before accepting his appointment, must inform the parties, the Court and the other arbitrators about any impediment which may give rise to a justifiable doubt in relation to his impartiality or independence.
- b) If, in any stage of the arbitration new circumstances which may originate a justifiable doubt in relation to the impartiality or independence of the arbitrator should rise, he must inform the parties, the Court and the other arbitrators.
- c) The impediments shall be dealt with by the Director of the Court.

Challenging of the arbitrators

Article 18

- a) Every arbitrator may be challenged by any of the parties if there are circumstances which may give rise to justifiable doubts in relation to his impartiality or independence.
- b) None of the parties may challenge an arbitrator appointed by it, except when supervening or unknown circumstances at the moment of the appointment should occur and which may affect his impartiality or independence.

Article 19

During the five (5) days following the date on which the parties have received the communication of the appointment by the arbitration tribunal or known the circumstances which in their opinion may give rise to a reasonable doubt in relation to the impartiality or independence of an arbitrator, the challenging party must indicate the challenge duly sustained by writing to the Court, with copies to the Tribunal, the challenged arbitrator and the other party.

Article 20

When an arbitrator has been challenged by one party, the other party and the challenged arbitrator may have the right to comment in relation to the challenge. In said case, they must send to the CIACEPI, within the five (5) days after they have been informed about the challenge, a writing in which they comment about the filed challenge.

Article 21

When the challenge is filed after the installation of the Tribunal, the same, at its sole discretion, may suspend the arbitration proceedings while the challenge is pending.

Article 22

If the other party agrees with the challenge or the challenged arbitrator decides to voluntarily retire, he must be substituted in the terms provided by article 24 of this Regulation, without this implying that the reasons for the challenge are valid.

Article 23

If the other party does not agree with the challenge or if the challenged arbitrator does not resign, the decision about the challenge must be taken by the Director of the Court within a five (5) day term as from the day following the last deadline of the term indicated in article 20 of this Regulation.

No appeal may be filed against this decision.

Substitution of an arbitrator

Article 24

When an arbitrator resigns and his resignation is accepted or the challenge prospers, a substitute arbitrator must be appointed according to the proceeding established by the parts in the agreement or in the CIACEPI Regulation previously indicated.

Article 25

If as a consequence of a challenge a substitute arbitrator is appointed, the Tribunal, taking into account any observation made by the parts, shall determine at its sole discretion if any or all of the previously held hearings must be repeated or not.

No appeal may be filed against this decision.

BOOK II ARBITRATION PROCEDURE

CHAPTER ONE

Composition of the Tribunal

Article 26

For the purposes of this Regulation, it shall be understood that the Tribunal is integrated when the arbitrators have accepted their appointments and no challenges or impediments have been filed or, if they were indeed filed, they were not granted. Is

Tribunal's Jurisdiction

Article 27

- a) The Tribunal has the faculty to examine and decide about its own jurisdiction.
- b) The agreement to arbitrate is autonomous in relation to the existence and validity of the contract in which it is incorporated. Consequently, the processes in which the existence and validity of the contract are debated could be dealt with in an arbitration procedure and the decision made by the Tribunal shall be valid even if the contract is null or nonexistent.

Article 28

The exception based on the lack of jurisdiction of the Tribunal must be filed no later than at the answer to the lawsuit or, in case of counterclaim, in the answer thereto.

Filing of the lawsuit

Article 29

- a) The appointed Tribunal shall request the convening party to file its lawsuit within a ten (10) day term.
- b) The lawsuit must contain the demands, the facts, the legal arguments on which it is based and the proofs which are being set forth.

Admittance of the lawsuit

Article 30

- a) Within the five (5) days following the reception of the lawsuit and before its admittance, the Tribunal shall establish the arbitrators' fees. 50% must be paid by the plaintiff within the five (5) days following its communication, under penalty of giving application to article 34 a) of this Regulation.
- b) Once the payment has been credited, the Tribunal shall decide on the admittance of the lawsuit, within the five (5) following days.
- c) In case the same is not admitted, the convening party shall receive a five (5) day term to correct its lawsuit, at the expiration of which the admittance or rejection thereof shall be decided upon.

Paragraph: In relation to the administration costs of the Center, these are regulated according to articles 12 f) and 31 b) of the Regulation.

Answer to the lawsuit

Article 31

- a) Once the lawsuit has been admitted, the convened party must submit his answer to the Tribunal within the fifteen (15) days following the notification of the decision to admit by the Tribunal.
- b) Within the term of the previous point, the convened party must pay 50% of the administrative costs set by CIACEPI, which are non-refundable.
- c) Within the same term set in point a) above, the convened party must pay 50% of the arbitrators' fees set by the Tribunal.
- d) The answer to the lawsuit must include a comment in relation to the facts of the lawsuit, the exceptions and the proofs which the part intends to assert.
- e) In the same term established to answer the lawsuit, the convened party may formulate a counterclaim. In this case, the Tribunal shall proceed to apply the same rules and requisites established for the lawsuit and the answer thereof, setting the amount for the additional costs and fees that may arise and the percentages corresponding to each part. In the answer to the lawsuit and the counterclaim, if there is one, the Tribunal shall notify the other party so that within the five (5) days following its communication it comments in relation thereto and requests new proofs.

Intervention of Third Parties

Article 32

- a) The parties may request the presence of third parties in the arbitration procedure up until the arbitration award is granted. Likewise, the Tribunal may subpoena them or allow their presence in the procedure when it considers that the effects of the arbitration award are extensive to or affect them. In these cases, for a term of ten (10) days, the Tribunal shall notify the third party so that it adheres to the arbitration agreement.
- b) In case of adhesion, the Tribunal shall set the contribution that corresponds to the third party due to fees and expenses of the procedure before it gives that third party the documents which are on file, so that payment is credited within the five (5) following days.

In case the third party does not pay on time or does not adhere to the arbitration agreement, the tribunal must take the decision it considers pertinent in relation to the continuity of the arbitration procedure.

- c) Once payment has been verified in the terms of point b) above, the Tribunal shall send a copy of the documents which are on file to the third party so that during the same term granted to the defendant to answer the lawsuit the third party comments in relation thereto and requests proofs.

Amendments to the contents of the lawsuit or the answer to the lawsuit

Article 33

Any of the parties may modify or complete its lawsuit, the counterclaim or the answer as long as the same have not been made known to the other party.

Sanctions

Article 34

a) If the convening party does not submit its written lawsuit according to Article 29, or does not pay the fees of the arbitrators according to Article 30, the Tribunal shall terminate the arbitration procedure.

b) If the convened party does not file its answer to the lawsuit or does not pay the administrative costs and/or the arbitrator's fees according to point b) and c) of Article 31, the Tribunal shall continue the arbitration procedure and shall grant the arbitration award, provided the convening party pays the amounts within the five (5) days following the deadline of the term established in point a) of article 30.

c) If the convening party does not make the payment referred to in point b) above, the Tribunal shall terminate the procedure and declare the effects of the "Agreement to Arbitrate" as extinct. In this event, or in case the lawsuit is rejected, the Tribunal shall reimburse to the convening party 25% of the total set fees, without interest and within the five (5) days following the date of the communication of the sentence which decides on the termination of the procedure. The remaining amount shall be applied to the Tribunal's fees.

d) In case of renouncement, incapacity, death or in case a challenge prospers against any one of the arbitrators after the filing for the lawsuit, the received fees shall be reimbursed to the parties, in the proportion in which each one paid and according to the following percentages:

75% if the facts occur before the decree of proofs.

50% if the facts occur before the closing of the proofs' stage.

25% if the facts occur before the arbitration award is issued.

e) The substitute arbitrator shall receive as fees the percentage which has been set as reimbursement in the previous point according to the stage in which he enters the procedure. The procedure shall be suspended until the parties pay said fees in the corresponding proportion according to the contents of articles 31, 32 or point b) of this article.

f) If the parties, or the convening party, do not make the payments referred to in the previous point, the Tribunal shall terminate the procedure and declare the effects of the "Agreement to Arbitrate" as extinct. In this event, the other arbitrators shall reimburse the parties 25% of the received fees in the proportion in which each one of them had paid them.

Article 35

Once the lawsuit has been filed and the terms to answer the lawsuit and the counterclaim, if any, have expired, the Tribunal shall comment within the following ten (10) days, in relation to:

- a) Its own jurisdiction;
- b) The proofs requested by the parties;
- c) The temporary or conservatory measures requested by the parties;
- d) The intervention by third parties.

Temporary or conservatory measures; warranty for the lawsuits **Article 36**

At the request of any of the parties the Tribunal may decree, during the arbitration procedure and in the arbitration award, cautionary measures or take provisional measures in relation to the object of the controversy tending to secure the compliance with the decision taken by the Tribunal and the payment of the expenses which were made. The Tribunal may condition the granting of said measures to an appropriate warranty granted by the requesting party.

- a) The Tribunal may request the plaintiff to support the legal, substantial and procedural viability which allows for the decree and execution of cautionary measures in the country where they shall be carried out.
- b) The request by one of the parties filed before any judicial or administrative authority so that the same decrees the adoption of provisional measures or accepts warranties to secure the result of the lawsuit or its counterclaim, or executes any of these measures or orders issued by the Tribunal, shall not be considered incompatible with the arbitration agreement nor is it understood as a waiver to that agreement.
- c) A provisional or cautionary measure shall be lifted by the Tribunal at the request of one of the parties or through the constitution of a warranty which replaces it at the Tribunal's satisfaction.

CHAPTER TWO

Proofs

Article 37

a) There shall be admissible as proofs all those which are tending to credit the alleged factual assumption of the rules which establish the legal effect which they pursue.

b) The Tribunal shall comment on the pertinence, conduciveness and relevance of the proofs requested and filed by the parts and the intervening third parties.

c) The Tribunal may order, *ex-officio* or at the request of any of the parties that any one of them submits to it or to an expert designated by it, the documents and proofs which it has under their control or custody and which may influence the decision.

d) Any one of the parties or the third parties intervening in the arbitration procedure may request the practice of proofs until before the decree of proofs by the Tribunal, being it necessary to support its object and pertinence.

e) The Tribunal may request the petitioner to sustain the legal viability which allows the practice of proofs in the country in which it shall be carried out.

f) The proofs must be submitted or practiced in the language of the arbitration procedure, reason why the Tribunal may require an official translation from the party requesting the proof or from both parties in case they are decreed *ex-officio*.

Article 38

The Tribunal may decree proofs *ex-officio* at any moment before the arbitration reward is issued.

The execution of the proofs decreed *ex-officio* shall be paid by the parties of the arbitration procedure and, in this case, the same rules for the payment of expenses and fees shall be applied.

Hearings

Article 39

The hearings shall be in person or virtual. The Tribunal, *ex-officio* or at the request of any party, shall timely determine the way in which the same shall be carried out and shall communicate the parties the date, time and place in which they will take place.

a) The Tribunal, *ex-officio* or at the request of any of the parties, shall carry out hearings which it considers necessary for the filing of testimonial proofs, even by experts, or for oral argumentation, or both. If such hearings are not carried out, the proceedings shall be solely executed based on the documents and other materials timely filed in the procedure.

b) The Tribunal shall determine the way in which the hearing should take place.

Witnesses

Article 40

a) Before holding any hearing, the Tribunal may require each one of the parties to subpoena the witnesses they wish to convoke.

b) The Tribunal may limit or reject the decree or the practice of any testimony if it considers it superfluous or impertinent.

c) Each one of the parties may interrogate, under the direction of the Tribunal, any witness. The Tribunal may formulate questions at any stage of the interrogation to the witness.

d) Whether because the parties requested it or by decision of the Tribunal, the testimony may be done through written signed depositions or affidavits as long as there is no doubt about the identity of the witness and the contents of the deposition; in any way the Tribunal may condition the admissibility of the testimony to the availability of the witnesses to give an oral testimony.

e) Each one of the parties shall be responsible for the costs and the availability of the witnesses they convoke.

f) Each witness shall render his oral testimony individually.

Experts

Article 41

a) The Tribunal, *ex-officio* or at the request of any of the parties, may appoint one or more experts so that they give their opinion on specific matters which are not within the knowledge of the arbitrators.

b) According to Article 43 and once the report issued by the expert has been received, the Tribunal shall inform the contents thereof to the parties so that within the five (5) days following the communication they may comment about it, either objecting to it or requesting a clarification, broadening or complement thereof. Once the clarification, complement or broadening has been made, the parties may object to the report within the five (5) days following the communication thereof made by the Tribunal to the parties.

**Reclaim
Article 42**

The party which does not request the nullity of an action contrary to this Regulation when the same takes place or, in case of a written action, in the subsequent action to that in which said violation took place, shall not have the right to request it later.

CHAPTER THREE

Disclosure of trade secrets and other type of confidential information

**Confidentiality
Article 43**

All information which is filed in the procedure or which is obtained in the development thereof shall be considered as confidential. The confidentiality shall be extended to the decisions which are taken during the procedure, as well as the arbitration award.

**Maintenance of confidentiality by the Court
Article 44**

The Court may supply information related to the arbitration awards in reports or publications, whether of statistical, scientific or academic nature and provided said information keeps the confidentiality of the particular circumstances of the controversy.

**Confidentiality of the procedure and the arbitration award
Article 45**

The parties and the other parties involved in the procedure are obliged to respect the confidentiality of the procedure and the arbitration award and the same may only be disclosed to third parties in the following events:

- a) With express authorization of the parties.
- b) Due to an order of a judicial or administrative competent authority.
- c) Due to its public nature, acquired as a consequence of it having been submitted in a national or international judicial or administrative procedure or before any other competent authority.
- d) When it must be disclosed in order to comply with a legal requirement imposed on one of the parties, or to establish or protect the legal rights of one of the parties.

CHAPTER FOUR ARBITRATION AWARDS AND OTHER DECISIONS

Applicable laws to the controversy, the arbitration and the agreement to arbitrate

Article 46

- a) The Tribunal shall decide about the essence of the litigation according to the law chosen by the parties. If the parties do not make that choice, the Tribunal shall apply the law it considers appropriate.
- b) Unless otherwise expressed, any designation of the law of a determined Country shall be interpreted in the sense it directly refers to the substantial law of said Country and not the provisions related to the conflict of laws.
- c) The Tribunal shall decide in equity only if the parties have expressly and previously authorized it.
- d) The rules of procedure contained in this regulation shall be the applied ones to the arbitrations taken up before the CIACEPI unless the parties have expressly agreed on the application of another procedural rule. In relation to what has not been contemplated by the parties and this regulation, the arbitrators shall apply the rules contained in the Commercial Arbitration Model Law of the Uncitral.
- e) An agreement to arbitrate shall be considered as valid if it complies with the requirements contained in the applicable laws by virtue of points a) and b) of this article.

Currency and interests

Article 47

- a) In the arbitration award, the amounts corresponding to the procedure expenses shall be determined in the currency in which the demands were calculated.
- b) The Tribunal may order that one of the parties pays an interest over any amount due by the same. The Tribunal shall have the liberty to set the interest rate which is appropriate and to set the period in which said interest should be paid.

Decision making

Article 48

- a) Unless the parties have agreed on the contrary, when there is more than one arbitrator any decision or order from the Tribunal shall be issued by a majority of votes.

b) If a majority cannot be obtained, the arbitrator who is the president shall issue the arbitration award, the order or any other decision as if he were the only arbitrator, including in the arbitration award the opinions of the dissident arbitrators.

c) The Tribunal must take decisions taking into account the contents of Article 46 of this regulation and in accordance with the facts that were proven during the procedure, taking into account the demands and the exceptions as filed.

Form and notification of the arbitration awards

Article 49

a) The Tribunal shall adopt its decisions through partial or definite arbitration awards.

b) The arbitration award shall be granted in writing indicating the date on which it was issued, as well as the place of the arbitration according to Article 5 a).

c) Also, the arbitration award may contain at least the following indications: data concerning the identification and domicile of the parties; data concerning the identification of the arbitrators; the decision of the arbitrators in relation to their jurisdiction if the same was the object of controversy during the arbitration procedure; the indication that the arbitration award is being granted based on the law as well as the applicable law; the motivation of the decision including all of the matters object of the controversy; an express comment in relation to the way in which the expenses caused during the procedure should be paid.

d) The arbitration award shall be signed by the arbitrator or arbitrators. It is enough for the arbitration award to include the signature of the majority of arbitrators or, in case of the assumption contained in the final part of Article 48b), of the arbitrator who is president. When an arbitrator does not sign, it shall be indicated in the arbitration award the reason for the absence of signature.

e) The Tribunal shall communicate the parties through any means about the contents of the arbitration award and shall give an original and certified copy of the same to the parties and to the Court. In any way, the Court may issue a certified copy of the arbitration award at the request of an interested party and at its expense.

Paragraph. Previous examination of the arbitration award by the Court. Before signing the arbitration award, the arbitration tribunal must submit the project to the Court. It may include formal modifications. It may, respecting the liberty of decision of the arbitration tribunal, draw its attention to points involved with the subject matter of the litigation. The arbitration tribunal may not issued any arbitration award without it being approved in the formal aspects by the Court.

Effects of the arbitration award

Article 50

- a) The definite arbitration award issued in accordance with and within the terms established by this Regulation shall be final and enforceable in order to obtain the execution of the obligations de sentence contained therein.
- b) The arbitration award shall be effective and mandatory for the parties as from the date on which the Tribunal communicates the same according to Article 49 e).

Remedies

Article 51

- a) The parties and the third parties involved in the arbitration procedure may contest the decisions issued by the Tribunal during the arbitration procedure by filing a reconsideration appeal in the same hearing where they are taken if it is in person or during the five (5) days following its issuance in the rest of the cases, only once.
- b) The parties renounce to their right to file any appeal against the definite arbitration award since said resignation may be validly made by virtue of the law applicable to the arbitration. Said resignation is understood to be made by the parties by the simple fact of having subjected the solution to their differences to the arbitration procedure established in this Regulation.

Article 52

- a) The Tribunal may suggest the parties to consider a direct settlement through transaction or conciliation at the moment it deems it pertinent, without this conduct being understood as a prejudgment of the case.
- b) If before the arbitration award is granted, the parties agree on a direct settlement which totally or partially resolves the controversy, the Tribunal shall consider the arbitration as terminated in the first case or shall continue the same in relation to the matters not resolved in the second case.

In these cases, if the parties request it, the Tribunal shall issue a constancy of the agreement reached in the transaction or the conciliation.

- c) If before the arbitration award is granted, the continuation of the arbitration procedure becomes unnecessary or impossible for any reason not mentioned in point b), the Tribunal shall communicate the parties its intention to terminate the arbitration. The Tribunal shall have the faculty to issue a decision ordering the termination of the arbitration unless one of the parties sets forth well-founded reasons to oppose this decision in a term of five (5) days following the communication.

The decision of anticipated termination of the arbitration must be signed by the arbitrator or the arbitrators according to the contents of Article 49 d) and shall be communicated by the Tribunal to the Court and the parties.

Clarification, addition or amendment of the arbitration award or the additional arbitration award

Article 53

a) Within the five (5) days following the reception of the arbitration award any one of the parties, through a communication to the Tribunal with a copy to the Court and the other party, may request the Tribunal a clarification, addition or amendment of the arbitration award. If the Tribunal considers the petition as justified it shall carry out the clarification, addition or amendment of the arbitration award within the five (5) days following the reception of the petition. Any clarification, addition or amendment of the arbitration award shall be made in a separate writing and must be signed by the Tribunal according to the contents of article 49 d) and shall be a part of the arbitration award.

b) The Tribunal, on its own account, may amend a mistake or an arithmetic mistake or omission, change or alteration of the words within the five (5) days following the date on which the arbitration award was issued.

c) Any one of the parties, within the five (5) days following the reception of the arbitration award and through a communication to the Tribunal with a copy to the Court and the other party, may request the Tribunal to issue an additional arbitration award related to the matters set forth during the proceedings and which were not considered within the arbitration award. Before taking any decision in relation to this petition, the Tribunal shall give the parties the opportunity to be heard. If the Tribunal considers the petition as justified, it shall issue the additional arbitration award within the ten (10) days following the reception of the petition.

d) In any of the previous cases, the jurisdiction of the Tribunal is understood as extended during the necessary period of time to issue the definite arbitration award or to issue an additional one.

CHAPTER FIVE

Disclaimer

Article 54

The Court shall not be responsible to any of the parties for any act or omission of the arbitrators in the exercise of his office.

Waiver to the lawsuit for defamation

Article 55

The parties and, when accepting his appointment, the arbitrator, agree that any written or oral statement or comment made or used by them or their

representatives during the arbitration or the procedure thereof shall not be invoked with the purpose of filing or supporting any lawsuit for oral or written defamation or any other action of this nature, and that this Article may be cited to oppose any action of this type.