

ARBITRATION RULES AND STATUTES

In force as of 1 January 2017

The Arbitration Act's text (Legislative Decree No. 1071 and its amendments) is included.

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ARBITRATION RULES

ARBITRATION RULES

I GENERAL CONSIDERATIONS

Article 1 The Centre

1. The National and International Arbitration Centre of the Lima Chamber of Commerce (the “Centre”) is the body of the Lima Chamber of Commerce (the “Chamber”) in charge of organising and administering arbitrations under its Rules.
2. Unless expressly agreed and stated by the parties, any reference to the Arbitration Rules of the Centre refers to the Rules in force at the time of the commencement of the arbitration.
3. By submitting the dispute to arbitration under the Centre’s Arbitration Rules, the parties confer on the Centre all the necessary prerogatives to organise and administer the arbitration in accordance with its Rules and Appendices.
4. Exceptionally, on a discretionary basis and provided that its institutional prerogatives are not affected, the Centre may accept the administration of arbitrations, by agreement of the parties, under other Arbitration Rules.
5. Before the constitution of the Arbitral Tribunal, the Centre may decline the administration of an arbitration on a party’s request or on its own initiative when, based on its own judgement, there are justified circumstances to do so.

Article 2 Rules of Interpretation

1. The following terms referenced to in these Rules must be interpreted as stated below:
 - a) “Communications” include all pleadings, letters, notes, e-mails or written information addressed to any of the parties, the Arbitral Tribunal or the Centre.
 - b) “Claimant” and “Respondent” before the constitution of the Arbitral Tribunal are understood as such only for the effect of identifying who commences the arbitration and who responds to a request for arbitration, respectively.

- c) “Council” is the Superior Council of Arbitration of the Centre.
- d) “State” corresponds to the definition stated in Peruvian Law.
- e) “Contact information” includes the full name, identity document, address, phone number and the e-mail address, if known.
- f) “Award” includes partial and final awards.
- g) “Party”, in singular, also includes the plurality of the parties or members of the same party, where they exist.
- h) “Claim” includes all claims or future claims which any party may submit in the arbitration.
- i) “Rules” refer to the Arbitration Rules and their Appendices: the Emergency Arbitrator Rules (Appendix I) and the Expedited Arbitration Rules (Appendix II). Any reference to these Rules makes all the Rules applicable, where appropriate.
- j) “Regulations” include the Rules, the Centre’s Statutes, the Code of Ethics, the Appointing Authority Rules, the Schedule of Arbitration Fees, and the general Practice Notes adopted by the Centre to supplement, regulate and implement these Rules.
- k) “Arbitral Tribunal” means an Arbitral Tribunal composed of one or more arbitrators.

2. The Arbitral Tribunal interprets the provisions of these Rules that fall within its competence. The Council interprets all the other generally applicable provisions.

Article 3

Notifications and Communications

1. The parties are notified to the agreed physical, postal or e-mail address, or to the one expressly stated in the request for arbitration and answer or in a subsequent communication.

2. If a party has not stated an address or e-mail for the purpose of the arbitration proceedings, or the one stated does not exist or cannot be used for other reasons, the notifications and communications are made to the address stated in the arbitration agreement or the corresponding contact or, in the absence thereof, to their domicile or primary residence, or registered office.

3. If the communications cannot be delivered in any of the previous places, they are considered duly received if sent to the last known address of the receiving party or its representative by registered post or by other means which certifies the delivery or attempt of delivery.

4. The notifications and communications may be made by delivery against receipt, registered post, courier, e-mail or any other means of telecommunication that provides a record of the sending thereof or in any other means determined by the Arbitral Tribunal.

5. A notification is considered made on the day it was received by the party or its representative. In the case of e-mails, a notification is considered made on the day of sending, unless proven otherwise.

6. If a party refuses to receive a physical notification or is not present at the domicile, this circumstance is registered, and for all purposes the party is considered notified on the day this fact is observed.

7. The Centre provides electronic means for the presentation of communications and documents, and for their notification to the parties.

Article 4

Time Limits

1. The time limits specified in or fixed under the Rules start to run on the day following the date a communication or notification is considered made.

2. Time limits are expressed in business days. The Arbitral Tribunal, after consulting the parties, may establish that time limits shall be expressed in calendar days.

3. If justified by the circumstances, the Centre and, when applicable, the Arbitral Tribunal may modify the time limits specified in or fixed under these Rules even when they have expired.

II COMMENCEMENT OF THE ARBITRATION

Article 5

Request for Arbitration

1. The party that wishes to commence an arbitration under the Rules must submit to the Centre a Request for arbitration (the “Request”) containing:

- a) The contact information of the parties and their representatives.
- b) A brief description of the nature and circumstances of the dispute.
- c) A preliminary declaration of the claimant’s claims and, where possible, their estimated monetary value.
- d) The contract or any relevant agreement and, in particular, the arbitration agreement under which the claims are made.
- e) A reference to the arbitration agreement under which every claim is made, where the claims are made under more than one arbitration agreement.
- f) The nomination of an arbitrator, if applicable, and the arbitrator’s contact information or, where appropriate, the proposal regarding the number of arbitrators and the method for their appointment.
- g) The proposal regarding the seat and the language of the arbitration, and the applicable rules of law.
- h) Proof of payment of the filing fee in accordance with the established fees.

2. If the claimant does not comply with these requirements, the Centre fixes a time limit for the claimant to submit the complete information, failing which the request may be rejected without prejudice to the claimant’s right to submit the same claims at a later date in another request.

3. The request must be submitted in the language established in the arbitration agreement. In the absence of agreement, it must be submitted in Spanish.

4. The arbitration is considered to commence on the date on which the Centre receives the request.

5. The Centre notifies the respondent with the request and its annexes if, in its judgement, the request complies with the requirements established in these Rules.

Article 6

Answer to the Request and Answer with Counterclaims

1. Within ten days from the notification of the Request, the respondent must submit an answer (the “Answer”) containing:

- a) The contact information of the respondent or respondents and their representatives.
- b) Any plea to the jurisdiction of the Arbitral Tribunal to be constituted according to the Rules.
- c) The position regarding the declarations and claims made in the Request.
- d) The nomination of an arbitrator and their contact information, if applicable, or the respondent’s position on the number of arbitrators and the method for their appointment, considering the claimant’s proposal.
- e) The proposal as to the seat and the language of the arbitration, and the applicable rules of law.
- f) Proof of payment of the filing fee in accordance with the established fees.

2. If the respondent has claims against the claimant, it must submit its “Answer with Counterclaims” in accordance with the requirements set forth in subparagraphs (b), (c), (d) and (e) of Article 5(1).

3. The Answer must be submitted in the language established in the arbitration agreement. In the absence of agreement, it must be submitted in Spanish.

4. The Centre notifies the Answer and its annexes if, in its judgement, the Answer complies with the requirements established in these Rules.

5. Within ten days from the receipt of the Answer with Counterclaims notified by the Centre, the claimant must submit its statement of defence to the counterclaims.

6. Any disagreement between the parties regarding the compliance with the requirements concerning the Request and Answer, or whether the Answer was not submitted in a timely manner or at all, does not prevent the constitution of the Arbitral Tribunal.

Article 7

Prima Facie Decision

1. If the respondent submits pleas concerning the jurisdiction of the Arbitral Tribunal, the arbitration shall continue, and all the objections are decided directly by the Arbitral Tribunal.

2. If the respondent submits pleas concerning the existence of the arbitration agreement under the Rules, the Council shall decide that the arbitration shall proceed under the Centre's administration only if the Council is *prima facie* satisfied that an arbitration agreement under the Rules or with a reference to the Centre's administration may exist between the parties.

3. In the *prima facie* decision of the Council pursuant to Article 7(2), the following is taken into consideration:

- a) In arbitrations involving more than two parties, the Council decides the arbitration shall proceed between all of them, including any additional party incorporated pursuant to Article 8, regarding which the Council is *prima facie* satisfied that an arbitration agreement under the Rules or with a reference to the Centre's administration may exist between them.
- b) In arbitrations involving multiple claims under one or more arbitration agreements, the Council decides the arbitration shall proceed in relation to all those claims when it is *prima facie* satisfied that:
 - i) the arbitration agreements under which the claims are made may be compatible, and;
 - ii) there may exist an agreement between the parties to the arbitration allowing the claims made under different arbitration agreements to be decided jointly in a single arbitration, or if said agreement can be inferred from the fact that

the different arbitration agreements are related to the same legal relationship.

4. The Council's decision pursuant to Article 7(2) is without prejudice to the admissibility or merits of any party's pleas.

5. In all matters decided by the Council pursuant to Article 7(2), any decision as to the jurisdiction of the Arbitral Tribunal shall be then made by the arbitrators. The Council may decide for which parties or requests for arbitration the arbitration shall not continue under the Centre's administration.

6. The provisions of this Article 7 also apply to the pleas or objections made by the claimant to the Answer with Counterclaims, or by any of the parties to a request for joinder made by the other party pursuant to Article 8.

Article 8

Joinder of Additional Parties

1. The Council may allow the joinder of additional parties to the arbitration, provided a party to arbitration requests so, and the request is submitted before the constitution of the Arbitral Tribunal (the "Request for Joinder").

2. The Request for Joinder shall comply with the requirements established in Article 5(1). For all purposes, the date on which the Request for Joinder is received by the Centre is considered as the date of the commencement of the arbitration against the additional party.

3. The additional party must submit an Answer within the time limit and in accordance with the requirements under Article 6. The additional party may make claims against any other party.

4. After the constitution of the Arbitral Tribunal, the joinder is possible only if the parties, including the additional party, so agree and the Arbitral Tribunal accepts such a request (the "Joint Request for Joinder"). For these purposes, the Arbitral Tribunal takes into consideration the need or convenience of having the disputes with the additional party decided within the same arbitration, the stage of the arbitration proceedings and other circumstances that it deems relevant.

Article 9
Consolidation

1. The Council may consolidate two or more arbitrations pending under the Rules into a single arbitration when the parties so agree or when one of them so requests (the “Request for Consolidation”), where:

- a) All of the claims in different arbitrations are made under the same arbitration agreement, or;
- b) The claims are made under more than one arbitration agreement, if the following requirements are met:
 - i) the arbitrations agreements are compatible;
 - ii) the arbitration agreements are related to the same legal relationship; and
 - iii) the parties in the arbitrations are the same or, if different, they expressed their consent in the arbitration agreement(s) which links them all.

2. When deciding on the consolidation, the Council may take into account any circumstance that it considers relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.

3. When the arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by the parties.

4. In case the consolidation is not possible, the Council may also take measures to try to ensure that the arbitrations are conducted and decided by the same Arbitral Tribunal.

5. After the constitution of the Arbitral Tribunal, the consolidation of two or more arbitrations pending under the Rules into a single arbitration is possible only if the parties to the arbitrations file a joint request in the arbitration that commenced first and the arbitrations are before the same Arbitral Tribunal (the “Joint Request for Consolidation”). In this case, when making its decision, the Arbitral Tribunal takes into consideration the need or convenience of having the disputes in different arbitrations decided within the same arbitration, the stage of the arbitration proceedings and other circumstances that it deems relevant.

III

THE ARBITRAL TRIBUNAL

Article 10

Constitution of the Arbitral Tribunal

1. The Arbitral Tribunal is composed of one or three arbitrators, pursuant to the agreement of the parties.
2. If the parties have not agreed upon the number of arbitrators, the dispute is decided by three arbitrators, unless the Council decides it shall be resolved by a sole arbitrator, taking into consideration the complexity of the case, the amount in dispute and any other relevant circumstance.
3. Insofar as the parties have not provided otherwise, the Arbitral Tribunal is constituted in accordance with this Article and Articles 11, 12 and 13.
4. With the acceptance or, as the case may be, confirmation of the sole arbitrator or the president, the Arbitral Tribunal is considered validly constituted.

Article 11

Appointment Procedure

1. Where the parties agreed or if the Council decides that the dispute shall be decided by a sole arbitrator, the parties must jointly appoint the sole arbitrator within 10 days from the date they were notified by the Centre to that effect. If the parties fail to nominate a sole arbitrator, the appointment is made by the Council.
2. Where the parties have agreed that the dispute shall be decided by three arbitrators, each party shall appoint an arbitrator in the Request for Arbitration and the Answer, respectively, subject to that arbitrator's acceptance and, where applicable, confirmation. If a party fails to appoint an arbitrator, the appointment is made by the Council.
3. Where the dispute is to be referred to three arbitrators, the third arbitrator, who acts as president of the Arbitral Tribunal, is appointed by mutual agreement of the party-appointed arbitrators within the ten-day time limit granted by the Centre after informing them that no challenge is pending. If not appointed by the arbitrators within the given time limit, the third arbitrator is appointed by the Council.

4. All arbitrators appointed by the Council must be included in the Centre's Roster of Arbitrators.

5. The arbitrators who are not in the Centre's Roster of Arbitrators must be confirmed by the Council.

6. In international arbitrations, the sole arbitrator or the president of the Arbitral Tribunal may have the same nationality as a party, unless any party objects or the parties agree otherwise.

Article 12

Appointment and Confirmation by the Centre

1. Any appointment that corresponds to the Centre is made by the Council.

2. The Council only appoints arbitrators from the Centre's Roster of Arbitrators.

3. The Council appoints the arbitrator following a random selection procedure from among the members of the Roster and, where possible, on a rotating basis among the most suitable candidates in view of the nature and complexity of the dispute, as well as the areas of specialty and skills required in each case.

4. In confirming an arbitrator, the Council takes into consideration, among other criteria, the availability and ability to conduct the arbitration in accordance with the Regulations, the content of the arbitrator's declaration of impartiality and independence, as well as the expertise and experience in the matter in dispute in the case at hand, the conditions required by the parties and other relevant circumstances. In international arbitrations the Council additionally considers the nationality and residence of the arbitrator, and proficiency in the language or languages applicable to the arbitration.

5. Considering that the position of arbitrator involves qualifications typical of a position of trust and the assessment of more than intellectual aptitudes in relation to a singular dispute and specific parties, the Council's decisions whether to confirm an arbitrator in a specific case are final, do not need to state the reasons and have no implications for future arbitrations.

6. In party appointments of arbitrators, if the appointed arbitrator does not accept the appointment, does not answer within the time limit indicated by the Centre or

is not confirmed by the Council, the Centre grants the respective party a ten-day time limit to make a new appointment. If the second arbitrator does not accept, does not respond or is not confirmed, the Council makes the appointment on behalf of that party, unless otherwise decided by the Council.

Article 13

Appointment in case of Multiple Parties

1. Where there are multiple parties, the Arbitral Tribunal is constituted as agreed by the parties.
2. Where there are multiple parties and they have not agreed upon a method for the constitution of the Arbitral Tribunal, the Centre fixes a ten-day time limit for the claimant(s) to jointly appoint an arbitrator and then another ten-day time limit for the respondent(s) to jointly appoint an arbitrator. If each party or group(s) of parties appointed an arbitrator, Article 11(3) applies to the appointment of the president of the Arbitral Tribunal.
3. When an additional party was joined and the dispute is to be decided by three arbitrators, the additional party may, jointly with the claimant or the respondent, appoint an arbitrator.
4. Where there are multiple parties and one of them or a group of them does not appoint an arbitrator, the Centre appoints all the arbitrators of the Arbitral Tribunal, and decides who of them acts as president.

Article 14

Impartiality and Independence

1. All arbitrators must be and remain impartial and independent from the parties to the arbitration.
2. When accepting the appointment, the arbitrator signs a statement of availability, independence and impartiality, disclosing to the Centre in writing any facts or circumstances which might cause justifiable doubts as to the arbitrator's impartiality or independence. The Centre provides such information to the parties.
3. The arbitrator must immediately disclose to the Centre as well as to the parties and the other arbitrators any other similar facts or circumstances which may arise during the arbitration.

4. At any time during the arbitration, the parties and the Centre may request from the arbitrators a clarification of their relationship with any of the other parties, with their counsel or with the co-arbitrators.

5. By accepting the appointment, the arbitrator undertakes to carry out their responsibilities until the end of the arbitration in accordance with the Regulations, especially with the Code of Ethics.

Article 15

Challenge

1. An arbitrator may be challenged if there are circumstances resulting in justifiable doubts as to their impartiality or independence, or for not complying with the required standards or legal qualifications.

2. A party may challenge its own appointed arbitrator only for reasons of which it becomes aware after the appointment.

3. If a party wishes to make a challenge of an arbitrator, it submits the challenge to the Secretariat either within ten days from the notification of the arbitrator's acceptance or confirmation, as the case may be, or within ten days from the date it was informed of or should have reasonably known the circumstances on which the challenge is based.

4. The Secretariat grants the challenged arbitrator, the other party and, where applicable, the other members of the Arbitral Tribunal a ten-day time limit to submit their comments in writing.

5. The Council decides on the challenge after the comments have been submitted or after the time limit for the comments has expired without them being submitted.

6. If the arbitrator resigns or the parties reach an agreement on the arbitrator's removal, the Council's pronouncement is not necessary.

7. Unless otherwise decided by the Council, the challenge shall not suspend the arbitral proceedings, which continue with the challenged arbitrator who may participate in the proceedings while the challenge is pending.

8. The Council's decision on the challenge states reasons upon which it is based and is final.

Article 16

Removal

1. An arbitrator is removed from their duties if:

- a) They are affected by a serious illness or incapacity to fulfil their duties arising after their appointment or if they do not participate in the arbitration for any other reason.
- b) Their challenge is accepted by the Council.
- c) Their resignation is considered justified by the Council.
- d) The parties reach an agreement.

2. Accordingly, the Council may remove an arbitrator on its own initiative when:

- a) There manifestly exist justifiable doubts as to their impartiality or independence.
- b) They contravene the provisions of the Rules.
- c) They do not conduct the arbitration with reasonable diligence and efficiency.

3. The Council removes an arbitrator after receiving comments from the parties, the arbitrator in question, and the other arbitrators. The decision of the Council states reasons upon which it is based and is final.

4. In any case of removal of an arbitrator, the Council decides if professional fees are applicable for their participation in the arbitration, and in which amount.

Article 17

Replacement

1. If an arbitrator is removed, the original appointment procedure is followed for their replacement, unless the Council opts for a different one.

2. Once reconstituted, and after having invited the parties to comment, the Arbitral Tribunal decides whether to resume the arbitration at the stage it was before the arbitrator's removal or whether some of the prior proceedings should be repeated.

3. Subsequent to the closing of the proceedings, in cases involving three arbitrators, instead of replacing an arbitrator who has died or has been removed pursuant to Article 16, the Council may decide, upon the request of any party or the arbitrators, and after hearing them, that the remaining arbitrators may continue the arbitration.

IV

THE ARBITRAL PROCEEDINGS

Article 18

Seat of the Arbitration

1. The parties may agree on the seat of the arbitration. In the absence of agreement or in case of doubts, the seat of the arbitration is the city of Lima. However, once the Arbitral Tribunal is constituted, after hearing the parties and assessing the circumstances of the case, it may determine another, more appropriate seat.

2. Without prejudice to the determination of the seat of the arbitration, the Arbitral Tribunal decides where the proceedings are to be held. Particularly, the Arbitral Tribunal may hear witnesses, make inspections, and hold meetings for deliberations in any location it considers appropriate, taking into account the circumstances of the arbitration.

3. The award is considered rendered at the seat of the arbitration.

Article 19

Language of the Arbitration

1. The language or languages to be used in the proceedings are agreed between the parties. In the absence of agreement, the Arbitral Tribunal determines this issue promptly after its constitution.

2. The Arbitral Tribunal may request that any document submitted during the proceedings in the original language be accompanied by a translation into the language agreed by the parties or determined by the Arbitral Tribunal.

Article 20

Rules Governing the Arbitral Proceedings

The proceedings before the Arbitral Tribunal are governed by these Rules and, in the absence of a provision, by the rules that the parties or, in the alternative, the Arbitral Tribunal determined, with the possibility to resort to arbitral principles and practices.

Article 21

Applicable Rules of Law

1. The parties are free to agree upon the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. In the absence of agreement, the Arbitral Tribunal applies the rules of law which it determines to be appropriate.
2. The Arbitral Tribunal must take into account the provisions of the contract between the parties and any other applicable usages and practices.
3. The Arbitral Tribunal decides the dispute *ex aequo et bono* only if it was expressly agreed upon by the parties.

Article 22

Representation

1. The parties may be represented and advised by the persons of their choice.
2. At any moment and when deemed necessary, the Arbitral Tribunal or the Centre may request the representatives of the parties to provide proof of their power of representation.
3. Any change or addition in the representation of a party must be immediately reported to the Arbitral Tribunal, the parties and the Centre.

Article 23

Organization and Conduct of the Proceedings

1. Subject to the provisions of these Rules, the Arbitral Tribunal conducts the arbitration as it deems appropriate, provided it ensures that each party enjoys equal treatment and has a reasonable opportunity to present its case.

2. Once constituted, if the Arbitral Tribunal deems it appropriate, within the ten following days, it issues the rules for the presentation of the parties' positions and evidence and, where applicable, for the determination of the schedule of hearings.

3. For these purposes, the Arbitral Tribunal may organise conferences with the parties, at its sole discretion, by videoconference, by phone, by electronic communication or any other similar form of communications and, where deemed necessary, by an in-person meeting. Conferences may be conducted with the majority of arbitrators, provided that all arbitrators have been summoned.

4. The Arbitral Tribunal can, at its sole discretion, decide on the preliminary matters, order the bifurcation of the arbitral proceedings, manage the order of presenting evidence and request the parties to focus their presentations on issues the decision on which could dispose of all or part of the case.

5. Everyone who participates in the arbitration proceedings acts in good faith and contributes to the efficiency and effectiveness of the proceedings in order to avoid unnecessary expenses and delays, considering the complexity of the case and the amount in dispute.

6. The parties have the obligation to comply without delay with any decision or award issued by the Arbitral Tribunal.

Article 24

Statement of Claims and Statement of Defence

1. Within twenty days from the notification of the constitution of the Arbitral Tribunal, the claimant must submit its statement of claims, unless otherwise decided by the arbitrators.

2. The statement of claims must contain:

- a) the contact information of the parties;
- b) the nature and circumstances of the dispute;
- c) a report of the facts and laws on which, where applicable, the claims are based; and,
- d) the formulated claims.

3. Unless an agreement between the parties establishes a different time limit or, given the circumstances, the Arbitral Tribunal grants a time extension, the respondent must submit its statement of defence within twenty days from the notification of the statement of claims.

4. The statement of defence must respond to the arguments and claims made in the statement of claims. If the respondent makes pleas concerning the jurisdiction of the Arbitral Tribunal, it must present them within the time limit determined for the statement of defence, stating the relevant factual and legal grounds.

5. If the respondent submits counterclaims, it must also comply with the requirements provided in Article 24(2)(b) to (d). The statement of counterclaims must be answered by the claimant within twenty days from its notification, unless otherwise agreed by the parties or decided by the Arbitral Tribunal.

6. The parties offer and, where applicable, submit the documents and other evidence which justify their claims and defences together with their statement of claims, statement of defence, as well as with its eventual statement of counterclaims and statement of defence to the counterclaims.

7. Evidence is considered admitted to the arbitral proceedings on the day of its submission or, when applicable, on the day it is offered by the interested party, without the need of any declaration by the Arbitral Tribunal, unless the other party or parties object.

8. Objections to the evidence contained in the statement of claims or statement of counterclaims are submitted in the respective statement of defence. Objections to the evidence contained in other pleadings must be made within five days from their notification; the other party must respond to the objections within the same time limit. The Arbitral Tribunal decides on the objections at any moment it deems appropriate before the closing of the proceedings.

9. In the absence of agreement between the parties, the Arbitral Tribunal decides if other pleadings need to be filed apart from the statement of claims and the statement of defence, and it fixes the time limits for their presentation.

10. The Arbitral Tribunal may extend or adjust the time limits set in this article for justified reasons.

Article 25

Modifications of the Statement of Claims and Statement of Defence

1. During the proceedings, any of the parties may modify or expand their statement of claims or statement of defence, and even make new claims, unless the Arbitral Tribunal deems it inappropriate due to the delay of the party in doing so, to the harm it would cause to the other parties given the stage of the arbitration, or to any other circumstance deemed relevant.

2. In any case, a party cannot modify or expand the statement of claims or statement of defence if such modifications or expansions are out of the scope of the arbitration agreement or agreements.

Article 26

Schedule of Hearings

1. Once the statement of claims and statement of defence and, where applicable, the statement of counterclaims and statement of defence to the counterclaims have been submitted, the Arbitral Tribunal may at its sole discretion, if it has not done so previously, hold a conference with the parties for the purpose of determining:

- a) The schedule of one or more hearings to present evidence or for any other purpose deemed appropriate to decide the dispute.
- b) Any other rule deemed appropriate for the effective conduct of the arbitration.

2. Having heard the parties, the Arbitral Tribunal may modify the schedule of hearings at any moment depending on the needs and circumstances of the case.

Article 27

Arbitral Tribunal's Jurisdiction

1. The Arbitral Tribunal is the only competent entity to decide on its own jurisdiction, including any pleas concerning the existence, validity, effectiveness or scope of the arbitration agreement or any other circumstance preventing it from deciding the merits of the dispute.

2. The Arbitral Tribunal is empowered to determine the existence or validity of the contract containing an arbitration agreement. An arbitration clause included in a

contract and providing for arbitration under the Regulations is considered an agreement independent from the other provisions of the contract. If the Arbitral Tribunal determines that the contract is non-existent or void, it does not necessarily determine or constitute the invalidity of the arbitration agreement.

3. All pleas concerning the jurisdiction of the Arbitral Tribunal or which prevent it from deciding the merits of the case must be made in the statement of defence or, in the case of counterclaims, in the statement of defence to the counterclaims, unless otherwise decided by the Arbitral Tribunal.

4. In cases where a party considers that the Arbitral Tribunal has exceeded its jurisdiction, it must formulate the plea as soon as the Arbitral Tribunal has stated its intention to decide over matters which, although alleged by any of the parties during the arbitral proceedings, exceed the Arbitral Tribunal's jurisdiction in view of the aforementioned party.

5. The Arbitral Tribunal may decide on the pleas concerning its jurisdiction through a partial award or continue with the arbitration proceedings and decide on them together with the merits, if deemed appropriate, depending on the circumstances of the case.

Article 28

Evidence

1. Unless otherwise decided by the Arbitral Tribunal, evidence is presented and, where applicable, submitted with the statement of claims, the statement of counterclaims and their respective statements of defence. If a piece of evidence is not available to a party or is required to be presented, it shall be expressly referred to in these pleadings. Any evidence presented or submitted subsequently to these pleadings is only accepted when, at the sole discretion of the Arbitral Tribunal, the delay is deemed justified.

2. The Arbitral Tribunal has exclusive authority to determine the admissibility, timeliness, pertinence and value of the submitted evidence.

3. Unless otherwise provided by law, each party assumes the burden of proof for the facts on which its claims or defences are based.

4. At any moment during the proceedings, the Arbitral Tribunal may on its own initiative or at the request of a party order any of the parties to provide additional evidence deemed necessary within the time limit it determines.

5. The Arbitral Tribunal may decide on the examination of witnesses, party-appointed experts or any other person, in the presence of the parties, or in their absence, provided they have been duly summoned.

6. The Arbitral Tribunal may disregard the not submitted evidence when it considers itself sufficiently informed or due to any other justified reason.

7. If only documentary evidence has been provided, the Arbitral Tribunal may decide the dispute without hearings, unless a party requests a hearing.

Article 29

Experts

1. The parties may provide expert reports of party-appointed experts.

2. The Arbitral Tribunal may, on its own initiative, appoint one or more experts to inform it on specific matters deemed relevant for the resolution of the dispute. The Arbitral Tribunal determines the scope of the expert's mission and notifies it to the parties. The expert appointed by the Arbitral Tribunal is subject to the provisions of Article 14.

3. The parties must provide the Tribunal-appointed expert with all the relevant information for it to carry out its duties or make available all the relevant documents or objects it requests. Any dispute between a party and an expert regarding the relevance of the requested goods, documents or information is decided by the Arbitral Tribunal.

4. Once the expert report is received, the Arbitral Tribunal sends a copy to the parties and grants them an opportunity to express their opinion in writing. The parties have the right to examine any document the expert mentions in its expert report.

5. After the submission of the expert report, at the request of any of the parties or if the Arbitral Tribunal deems it necessary, the expert may be heard at a hearing so that the parties have a reasonable opportunity to examine it and let it explain its expert report.

Article 30

Hearings

1. The Arbitral Tribunal may hold hearings to hear the parties, examine the witnesses and experts, make inspections, hear arguments, or for any other purpose deemed appropriate to decide the dispute.
2. The hearings must be organised through a schedule and, preferably, be held continuously and in a single act, unless the Arbitral Tribunal considers it convenient to hold more than one hearing, given the circumstances of the case.
3. Hearings may be held in the presence of the majority of arbitrators, provided all arbitrators have been summoned.
4. Any person may testify as a witness or an expert in the arbitration, including any of the parties, their executives or employees.
5. Within the time limit fixed by the Arbitral Tribunal, the witness and expert evidence must be submitted in writing as a signed witness statement or a signed expert report. Additionally, the Arbitral Tribunal may summon a person to testify on the facts or circumstances related to the matters that may be decided in the award.
6. The Arbitral Tribunal is in full charge of the hearings and may determine:
 - a) The way witnesses and experts may declare and be examined by the parties and the Arbitral Tribunal, which includes the possibility of being examined by a means that does not require an in-person hearing.
 - b) On its own initiative or at the request of any of the parties, whether there will be closing statements.
 - c) Any other procedural matter which contributes to ensure the effective conduct of the hearings.
7. The hearings are held in private, unless otherwise agreed by the parties. The parties may participate in the hearings personally or through duly accredited representatives and may be assisted by advisors.

8. The hearings and other proceedings are recorded in the manner provided by the Arbitral Tribunal.

Article 31

Defaulting Party

1. If the claimant does not submit its statement of claims within the applicable time limit and without a valid reason, the Arbitral Tribunal may terminate the arbitration proceedings, unless the other party expresses its will to continue with the proceedings and present claims against the claimant.

2. If within the applicable time limit the respondent does not submit its statement of defence, or the claimant does not submit its statement of defence to the counterclaims, where applicable, and without a valid reason, the Arbitral Tribunal can order that the proceedings continue without considering such omission as an acceptance of the submitted arguments.

3. The Arbitral Tribunal may hold a conference or hearing if a party is not present, despite having been duly summoned.

4. If a party duly requested to submit documents or other evidence does not comply with the request within the fixed time limit and without a valid reason, the Arbitral Tribunal may issue the award on the basis of the submitted evidence and such inferences as it deems appropriate, if applicable.

Article 32

Closing of the Proceedings

1. When the Arbitral Tribunal considers that the parties have had a reasonable opportunity to submit and prove their positions on the matters that will be decided in the award, it declares the closing of the proceedings and, where applicable, fixes the time limit to render the award.

2. Once the proceedings are closed, no other pleadings, arguments or evidence may be submitted or received in relation to the matters that will be decided in the award, unless, in exceptional circumstances, the Arbitral Tribunal, at its sole discretion, orders the reopening of the proceedings before the award is rendered.

Article 33

Waiver of the Right to Object

If a party has reasons to believe that any provision or requirement of these Rules, or any other procedural rule agreed by the parties or established by the Arbitral Tribunal or otherwise applicable has not been complied with and yet proceeds with the arbitration without expressing within five days its objection to such non-compliance or, as the case may be, without filing a request for reconsideration under Article 36(6), it shall be deemed to have waived its right to object thereto.

Article 34

Conservatory and Interim Measures

1. Once constituted, the Arbitral Tribunal can, at the request of a party, order any conservatory or interim measure it deems necessary or appropriate. The Arbitral Tribunal may make the granting of such measures subject to appropriate security being furnished by the requesting party in favour of the other party. Conservatory or interim measures take form of a decision that states reasons upon which it is based.

2. When deciding on a request for conservatory or interim measures, the Arbitral Tribunal considers all the circumstances of the case. The relevant factors may include, but are not limited to:

- a) The harm that could not be adequately repaired by an award recognising damages if the conservatory or interim measure were not granted and that the harm is substantially greater than that which could affect the other party if it were granted; and
- b) The reasonable possibility that the requesting party is successful on the merits of the case. The determination of the Arbitral Tribunal regarding such possibility does not in any way prejudice or condition any subsequent determination that may be reached in the award.

3. Before deciding, the Arbitral Tribunal notifies the request for conservatory or interim measures to the other party so that it may express its position. In exceptional circumstances, when considered necessary for the efficacy of the measure, the Arbitral Tribunal may decide on the request before the other party is notified. Once the conservatory or interim measure is notified to the other party, it

has a ten-day time limit to make a request for reconsideration against the measure ordered by the Arbitral Tribunal.

4. The Arbitral Tribunal may modify, suspend or revoke the conservatory or interim measures it has granted, as well as the conservatory or interim measures issued by any court or emergency arbitrator, at the initiative of a party or, in exceptional circumstances, on its own initiative and after notifying the parties.

5. The party requesting a conservatory or interim measure is solely responsible for the costs and damages that such measure may cause to any of the parties. The Arbitral Tribunal may decide on these issues as well as on the enforcement of the security furnished in relation to the conservatory or interim measure.

6. In the final award the Arbitral Tribunal must decide on the conservatory or interim measures ordered before or during the arbitration and still in force.

Article 35

Emergency Arbitrator

1. Before the constitution of the Arbitral Tribunal, a party that needs urgent conservatory or interim measures may request proceedings before an emergency arbitrator (the “Emergency Arbitrator”), who decides on the request under the “Emergency Arbitrator Rules” (Appendix I of the Rules).

2. The decisions adopted by the Emergency Arbitrator are binding on the parties, who by subjecting the dispute to arbitration under the Rules obliged themselves to comply with such decisions without delay.

3. The powers of the Emergency Arbitrator terminate when an Arbitral Tribunal has been constituted.

4. The right of the parties to resort to an Emergency Arbitrator does not prevent any party from seeking conservatory or interim measures from a competent judicial authority

5. The provisions on the Emergency Arbitrator do not apply if:

- a) the arbitration agreement was concluded before the date on which these Rules came into force;

- b) the parties to the arbitration agreement have previously and expressly opted out of those provisions; or
- c) the State is a party and there is no express submission in the arbitration agreement to the Emergency Arbitrator proceedings, in addition to the submission to the Rules or the Centre's administration.

V DECISIONS AND AWARDS

Article 36 Decisions

1. If the Arbitral Tribunal is composed of three arbitrators, all awards or other decisions of the Arbitral Tribunal are deliberated and issued by the majority of the arbitrators. If an award or other decision cannot be issued by the majority, it may be issued by the President of the Arbitral Tribunal only after a reasonable effort has been made to obtain a majority, and this circumstance is mentioned in the award or decision.
2. The Arbitral Tribunal deliberates in the way it deems appropriate. The deliberations of the Arbitral Tribunal are confidential. The arbitrators have the right and duty to participate in the deliberations.
3. Except otherwise decided, the Arbitral Tribunal issues decisions only when it considers it justified, according to the content of the parties' communications.
4. The president of the Arbitral Tribunal may decide on procedural matters, subject to review by the Arbitral Tribunal.
5. The arbitrators cannot abstain from deliberating or voting. If they abstain, it is understood they adhere to the decision of the majority or the president of the Arbitral Tribunal, as the case may be.
6. The Arbitral Tribunal's decisions other than an award and those resolving on the requests for rectification, interpretation, integration, and exclusion of an award may be subject to requests for reconsideration within five days from notification, unless these Rules or the arbitrators fix another time limit.

Article 37

Awards

1. The award must be in writing and state the reasons upon which it is based.
2. The award is signed by the arbitrators, and it must indicate the seat of arbitration and the date on which it is rendered.
3. When the Arbitral Tribunal is composed of three arbitrators and a signature of any of them is missing, the reason for the absence of the signature is stated in the award. The arbitrator who neither signs the award nor issues a dissenting opinion is understood to agree with the decision of the majority or the president of the Arbitral Tribunal, as the case may be.
4. The award is final and binding on the parties to the arbitration as of its notification. The parties agree to enforce any award immediately and without delay.
5. In addition to issuing the final award, the Arbitral Tribunal may issue partial awards on any matter to be decided during the arbitration proceedings.
6. The sole arbitrator or president of the Arbitral Tribunal is responsible for delivering or transmitting the award to the Centre within the time limit set for rendering the award. The Secretariat notifies the award, authenticated as an institutional award, to the parties within five days of its receipt, provided that the arbitration costs have been fully paid.
7. The Centre preserves a copy of the award, as well as of the whole arbitral case file in physical or digital copies. After two years, the Centre may eliminate, without any liability, the documents related to an arbitration.

Article 38

Award by Consent and other Forms of Terminating the Arbitration Proceedings

1. If the parties reach a settlement over the disputed matters before a final award is issued and they request the Arbitral Tribunal to record such a settlement in an award, the Arbitral Tribunal issues the requested award without stating reasons upon which it is based, unless it deems it appropriate. In all other cases, the Arbitral

Tribunal orders the termination of the proceedings. The arbitration continues in relation to the matters outside of the scope of the parties' settlement.

2. If a party withdraws its statement of claims or counterclaims for any other reason before a final award is rendered, the Arbitral Tribunal orders the termination of the respective proceedings, unless the other party, for justified reasons, requests a ruling from the arbitrators.

Article 39

Time Limit for the Final Award

1. The Arbitral Tribunal must render its award within fifty days from the closing of the proceedings.

2. Exceptionally, the Council may extend the time limit on its own initiative or pursuant to a reasoned request from the Arbitral Tribunal.

3. Any time limit agreed by the parties for the duration of the arbitration or any other time limit that affects it may be modified by the Arbitral Tribunal; the Arbitral Tribunal must report to the Council the reasons of such a modification.

Article 40

Rectification, Interpretation, Integration and Exclusion of the Award

1. Within ten days from the notification of the award any party may request from the Arbitral Tribunal:

- a) The rectification of any computational, transcription, typographical or computer errors, or any errors of similar nature.
- b) The interpretation of an unclear, imprecise, questionable or contradictory fragment stated in the dispositive part of the award, or which affects it in the determination of the scope of enforcement.
- c) The integration of the award for having failed to decide any aspect of the dispute submitted to the Arbitral Tribunal's decision.
- d) The exclusion of any fragment from the award that was decided by the Arbitral Tribunal without having been submitted to the Arbitral Tribunal's decision.

2. Within ten days from the notification, the other party must submit their comments. Once the comments have been submitted or the time limit to submit them has expired, the Arbitral Tribunal decides on the request within ten days, a time limit that may be extended for five more days. On an exceptional basis, the Council may extend that time limit pursuant to a reasoned request from the Arbitral Tribunal.
3. The Arbitral Tribunal may also make the rectification, interpretation or integration of the award on its own initiative within ten days from its notification.
4. The rectification, interpretation, integration and exclusion form an integral part of the award. There is no action against this decision. The notification of these decisions is made pursuant to Article 37(6) of the Rules.
5. The rectification, interpretation, integration and exclusion of the award do not result in additional fees or expenses.
6. With the issuance of the final award and, as the case may be, with the decisions on rectification, interpretation, integration and exclusion of the award, the Arbitral Tribunal ceases to function, except as provided in Article 40(7) below.
7. By way of exception, in domestic arbitrations the Arbitral Tribunal, at its sole discretion, may order or carry out enforcement actions which involve petitions to comply with the award, provided that these were requested by the interested party within ten days from the notification of the award.

VI

COSTS OF THE ARBITRATION

Article 41

Advance on the Costs of the Arbitration

1. The Secretariat fixes the provisional advance on costs of the arbitration. The advance covers the arbitrators' fees and expenses, as the case may be, as well as the Centre's administrative expenses corresponding to the Request for Arbitration and the Answer with Counterclaims submitted by the parties. To this end, the Secretariat applies the Centre's Schedule of Arbitration Fees to the monetary value of the dispute, or it decides them at its sole discretion, if the amount in dispute is undetermined.

2. The advance on costs set by the Secretariat may be readjusted at any time during the arbitration proceedings, especially considering the modification of the amount in dispute, the changes in the degree of difficulty and complexity of the issues, or the estimated expenses of the Arbitral Tribunal. The Council readjusts the advance on costs in cases of claims or counterclaims with no monetary value determined and when the Arbitral Tribunal request so due to the difficulty and complexity of the case.

3. The advance on costs of the arbitration is paid by the claimant and the respondent in equal parts and within the time limits fixed by the Secretariat.

4. The Secretariat may fix separate advances on costs for the claimant and the respondent when the amount of the Answer with counterclaims or, as the case may be, the Statement of counterclaims, is considerably higher than the amount of the Request for arbitration or Statement of claims, or when the examination of significantly different matters is involved, or when it is otherwise appropriate given the circumstances. When the Secretariat fixes separate advances on costs, each party must pay the advance corresponding to its Request for Arbitration or Statement of Claims or, respectively, to its Answer with Counterclaims or Statement of Counterclaims.

5. When a request for an advance on costs has not been complied with within the conferred time limits, the Secretariat may request the Arbitral Tribunal to suspend its work and set a time limit of at least fifteen days for the compliance with the payment to be borne by the interested party or, in the case of separate advances, to be borne by the party that has not complied with the payment. If the payment is not

received on the expiry of that new time limit, the Request for Arbitration or Statement of Claims, or the Additional Request or Statement of Counterclaims is considered as withdrawn. Such withdrawal does not prevent the interested party from reintroducing the same claims in another arbitration.

6. When requests are made pursuant to Articles 8 or 9 of the Rules, the Secretariat fixes one or more advances on costs and decides how the parties should pay them. When the Secretariat has already fixed an advance on costs pursuant to Article 41(1), such advance is substituted by the advance(s) on costs fixed pursuant to this Article 41, and the amount of any advance paid previously by a party is considered as a partial payment of the advance(s) on costs fixed by the Secretariat.

7. Matters related to the costs of the arbitration are decided exclusively by the Centre and must be complied by the parties and the Arbitral Tribunal. All agreements between the arbitrators and the parties regarding fees do not comply with the Rules and are considered void and unenforceable.

8. The Centre administers the collection and payment of the costs of the arbitration at the request of the parties. This function is of administrative nature and does not imply, under any circumstances, assumption of liability for the acts or omissions of the Arbitral Tribunals in the exercise of their functions.

9. When it has established the hearing schedule, the Arbitral Tribunal receives 50% of its fees from the advances on costs ordered by the Secretariat thus far. At the closing of the proceedings, the Arbitral Tribunal receives 50% of any other subsequent advance on costs requested by the Secretariat or by the Council. The remaining 50% of the fees from all the advances on costs is paid to the Arbitral Tribunal after it notifies or transmits the signed final award to the Centre for its notification.

Article 42

Decision on the Costs of the Arbitration

1. The costs of the arbitration include:

- a) the fees and expenses of the arbitrators;
- b) the administrative expenses fixed by the Centre in accordance with the Schedule of Arbitration Fees in force on the date of commencement of the arbitration;

- c) the fees and expenses of the Tribunal-appointed experts, if any; and
 - d) the reasonable expenses incurred by the parties for their defence in the arbitration.
2. The Council may fix the arbitrators' fees at a figure higher or lower than that which would result from the applicable Schedule of Arbitration Fees, should it deem this necessary due to the exceptional circumstances of the case.
3. At any time during the arbitration, the Arbitral Tribunal may make decisions on the costs of evidentiary proceedings ordered on its own initiative or on the legal fees of a given stage and order their payment.
4. The final award covers the issue of the arbitration costs and decides whether a party must bear them or in what proportion they should be borne by the parties. The Arbitral Tribunal fixes the time and the terms in which the parties submit the information necessary for these purposes.
5. When deciding on the costs, the Arbitral Tribunal may take into account such circumstances as it considers relevant, including the extent to which each party cooperated in an expeditious and cost-effective conduct of the arbitration.
6. In the event of the withdrawal of all claims or termination of the arbitration before the rendering of a final award, the Centre fixes the fees and expenses of the arbitrators, if applicable, and the Centre's administrative expenses. In the absence of the parties' agreement, the allocation of the arbitration costs and other relevant issues with respect to costs are decided by the Arbitral Tribunal. The Centre reimburses to the parties any surplus amount of the costs of the arbitration as determined by the Arbitral Tribunal or, in the absence of such determination, in the proportion in which they were received.

VII

FINAL PROVISIONS

Article 43

Confidentiality

1. The parties, their counsel and representatives, and, as the case may be, the witnesses, experts, and any other person involved in the arbitration are obliged to

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maintain confidentiality of all awards rendered during the arbitration, as well as the arbitral proceedings, unless otherwise agreed by the parties. The disclosure is permitted only when by legal requirement it is necessary to disclose the proceedings in order to protect or enforce a right or for the purposes of enforcement or setting aside of the award before a competent judicial authority.

2. The Arbitral Tribunal as well as staff and directors of the Centre have a duty to maintain the confidentiality of all matters related to the arbitration or the award.

3. Notwithstanding the provisions of Article 43(1) and (2), the Centre may, for academic purposes, publish selected awards or decisions, in whole or in part, or in form of a summary, provided that they have been previously redacted to conceal the names of the parties and other identifying details, and that no party objects to the publication within the time specified for this purpose by the Secretariat.

4. Unless otherwise provided by law, when the State is a party, the arbitral proceedings are subject to confidentiality and the award is considered public only when the proceedings have been completed.

Article 44

Limitation of Liability

The arbitrators, experts, or any person appointed by the Arbitral Tribunal, the Emergency Arbitrator, the Council and its members, the Secretariat and the secretaries, and in general, the Centre and its directors, staff and employees are not liable to any person or authority for any act or omission in connection with the arbitration, except to the extent that such limitation of liability is prohibited by applicable law.

Article 45

General Rule

In all matters not expressly provided for in the Rules, the Centre, the Arbitral Tribunal, and the parties act in the spirit of its provisions, always making every effort to ensure that the award is enforceable at law.

TRANSITIONAL PROVISIONS

Provision 1 These Rules are effective as of 1 January 2017.

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Provision 2 Arbitration proceedings pending as of 1 January 1 2017 are governed by the provisions under which they commenced and by these Rules on a supplementary basis.

APPENDIX I

Emergency Arbitrator Rules

APPENDIX I

EMERGENCY ARBITRATOR RULES

Article 1

Request

1. A party wishing to commence proceedings before an Emergency Arbitrator pursuant to Article 35 of the Arbitration Rules, must submit its request for emergency measures to the Centre in a number of copies sufficient to provide one copy for each party, the Centre and the Emergency Arbitrator.

2. The Request for Emergency Measures must contain:

- a) The contact information of the parties and their representatives.
- b) The conservatory, interim or provisional relief sought.
- c) The reason or reasons for which the applicant requires urgent conservatory or interim measures.
- d) A brief description of the dispute referred or to be referred to arbitration.
- e) A copy of the arbitration agreement on the basis of which the dispute is to be decided and the contract from which the dispute arises.

3. The requesting party may submit with the request any document or information deemed relevant for the due and effective assessment of the requested measure.

4. The request must be accompanied by the proof of payment of the corresponding filing fee.

Article 2

Notification

1. The Secretariat notifies the request and accompanying documents to the other party or parties as soon as possible, provided that the requesting party has complied with the provisions of Article 9(1) of this Appendix and that there is an arbitration

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agreement referring to the Rules or the Centre's administration, unless it considers it more appropriate to proceed with the constitution of the Arbitral Tribunal for the subsequent referral of the respective request.

2. In the event of non-compliance with Article 9(1) of this Appendix, the Secretariat rejects the request without prejudice to the right of the interested party to submit another request at a later date.

Article 3

Appointment

1. The Council appoints an Emergency Arbitrator selected from the Centre's Roster of Arbitrators within two days from the receipt of the request.

2. Once the Emergency Arbitrator has been appointed, the Secretariat so notifies the parties and transmits the file to the emergency arbitrator. Thereafter, all written communication from the parties must be submitted to the Emergency Arbitrator with a copy to the Centre and the other parties. Similarly, a copy of any communications from the Emergency Arbitrator to the parties must be submitted to the Centre.

Article 4

Duties of the Emergency Arbitrator

1. The Emergency Arbitrator must be available for the timely performance of their duties and must be independent and impartial towards the parties.

2. Once nominated, the Emergency Arbitrator must accept the appointment and sign a declaration of independence and impartiality, which the Secretariat sends to the parties.

3. The Emergency Arbitrator may not act as an arbitrator in any arbitration relating to the dispute that gave rise to the request.

Article 5

Challenge

1. When there is a justifiable doubt as to their impartiality or independence, either party may challenge the Emergency Arbitrator.

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2. The challenge must be submitted to the Centre within three days from the receipt by the party making the challenge of the notification of the Emergency Arbitrator's appointment or from the date when that party was informed of the facts on which the challenge is based, if such date is subsequent to the receipt of such notification.

3. Upon receipt of the challenge, the Secretariat shall afford the Emergency Arbitrator and the other parties a three-day time limit to provide comments. Once this procedure has been completed, with or without the comments of the Emergency Arbitrator or the other parties, the challenge is decided by the Council as soon as possible and without the duty to state reasons upon which its decision is based.

Article 6

Seat of the Proceedings

1. The seat of the Emergency Arbitrator proceeding is that agreed upon by the parties as the seat of the arbitration. In the absence of such agreement, the seat is the city of Lima.

2. Any meeting or communication related to the Emergency Arbitrator proceedings may be held at any location and by any means deemed appropriate by the arbitrator, including telephone or video conference.

Article 7

Conduct of the Proceedings

1. The Emergency Arbitrator conducts the proceedings in the manner they consider to be appropriate, taking into account the urgency and nature of the requested measure, and resolving it within as short a time as possible.

2. The Emergency Arbitrator must ensure that each party has a reasonable opportunity to present its position concerning the emergency measure request.

Article 8

Decision on the Request

1. The Emergency Arbitrator must render the decision and notify it to the parties within fifteen days from the receipt of the request and all accompanying documents. This time limit may be extended by agreement of the parties, pursuant

to a reasoned request from the Emergency Arbitrator or when the Council considers it convenient.

2. The decision on emergency conservatory or interim measures must state reasons upon which it is made, be dated and signed by the Emergency Arbitrator, and must state the place of its issuance.

3. The decision expresses whether the request for emergency relief is admissible in accordance with Article 35 of the Arbitration Rules and whether the Emergency Arbitrator has jurisdiction to grant the requested relief.

4. In their decision, the Emergency Arbitrator may subject the granting of the requested measure to such conditions as they consider appropriate, including the provision of security.

5. The notification of the decision is made by any means that ensures prompt and secure receipt by the parties.

6. Upon a reasoned request by a party, any emergency measure may be revoked or modified by the Emergency Arbitrator prior to the constitution of the Arbitral Tribunal or by the Tribunal itself once it has been constituted.

7. The proceedings before the Emergency Arbitrator cease to be effective and the decision ceases to be binding for the following reasons:

- a) Failure to file the request for arbitration within ten days from the date of receipt of the request for emergency measures, unless the Emergency Arbitrator determines that a longer time limit is required.
- b) By the Council's acceptance of a challenge against the Emergency Arbitrator.
- c) By withdrawal of the request for arbitration or termination of the arbitration prior to the rendering of the final award.

Article 9

Costs of the Proceedings

1. When filing the request for emergency measures, the party requesting the emergency conservatory or interim measures must pay the costs of the proceedings established for this purpose in the Centre's Schedule of Arbitration Fees. The

request is not processed or notified until payment of fees has been received by the Secretariat.

2. At any time during the proceedings, the Council may increase the costs set forth in the Centre's Schedule of Arbitration Fees, taking into consideration the nature of the case, the work performed by the Emergency Arbitrator or the Secretariat and other relevant circumstances. In case the party requesting the measures does not pay the Emergency Arbitrator's readjusted costs within the time limit granted by the Secretariat, the file concerning the request for emergency measures is closed.

3. The Emergency Arbitrator's decision rules on the costs of the proceeding and determines which party must bear them or, if applicable, in what proportion they should be borne by the parties. For these purposes, costs include the costs referred to in Article 9(1) of this Appendix, legal representation expenses and other reasonable costs incurred by the parties in connection with the Emergency Arbitrator proceedings.

4. If the Emergency Arbitrator proceedings do not take place in accordance with Article 35 of the Arbitration Rules, or if they are terminated prior to the decision, the Centre fixes the amount to be reimbursed to the applicant party and the amount of the non-refundable administrative fee.

Article 10

Competence of the Centre

Any issue relating to the Emergency Arbitrator proceedings not provided for or not regulated by the provisions of this Appendix or by Article 35 of the Rules is decided by the Council and the Emergency Arbitrator, in the spirit of the Rules and this Appendix.

APPENDIX II

Expedited Arbitration Rules

APPENDIX II

EXPEDITED ARBITRATION RULES

Article 1

Scope of Application

Expedited Arbitration as set forth in this Appendix to the Rules applies:

- (a) In all cases in which the amount in dispute, aggregating the claims and any counterclaims, does not exceed the limit established for this purpose in the Centre's Schedule of Arbitration Fees, unless the Centre decides otherwise taking into account all relevant circumstances of the case such as the complexity of the dispute and the importance of the claims which are not susceptible of estimation as to their monetary value; and
- b) In all those cases in which the parties so agree, whatever the amount in dispute and with the Centre's confirmation.

Article 2

Rules

The expedited arbitration is subject to the following rules:

- a) The arbitration is referred to a Sole Arbitrator, who receives a fixed fee established in the Centre's Schedule of Arbitration Fees, without prejudice to the Centre's power to adjust it, according to the relevant circumstances of the case.
- b) If the arbitration agreement provides for an Arbitral Tribunal composed of three arbitrators, the Centre invites the parties to agree to submit the case to a Sole Arbitrator. If the parties do not agree, the arbitrators are appointed in accordance with the Rules and their fees are determined in accordance with subparagraph (a) above.
- c) Once the Answer to the Request for Arbitration has been filed, the parties have the option to file only a Statement of Claim, a Statement of Defence and Counterclaims, if any, and, if applicable, a Statement of Defence to the Counterclaims within five days.

- d) The evidence supporting the claims and defences must be submitted together with the pleadings indicated in subparagraph (c) above, with the sole exception of the examination of witnesses and experts at a hearing, in accordance with subparagraph (e).
- e) Matters in dispute are decided solely on the basis of the written submissions and the evidence accompanying them, unless the parties agree that an evidentiary hearing should be held, in which case the Arbitral Tribunal holds a single hearing for the examination of witnesses and experts, as well as to hear oral arguments.
- f) The Arbitral Tribunal must render its award within three months from the date on which it is constituted. The award summarises the reasons on which it is based. In exceptional circumstances and for a well-founded reason indicated by the Arbitral Tribunal, the Centre may extend this time limit.

Article 3

Powers of the Arbitral Tribunal

At all times, the Arbitral Tribunal seeks to take actions that are consistent with the nature of the Expedited Arbitration, including among others:

- a) Defining the maximum length and scope of written submissions, and of evidence in support of the claims and defences of the parties, strictly referring to the matters in dispute.
- b) Using telephone or video conferences for all types of verbal communications with the parties, including the conduct of hearings, where attendance in person is not essential and may be replaced with technological resources that allow online or virtual communications between the Arbitral Tribunal and the parties.

Article 4

Supplementary Rules

In all matters not provided for in this Appendix, Expedited Arbitration is governed by the provisions of the Rules.

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STATUTES

STATUTES

I THE CENTRE

Article 1 Functions

1. The National and International Arbitration Centre (the “Centre”) of the Lima Chamber of Commerce (the “Chamber”) exercises its functions through the Superior Council of Arbitration (the “Council”) and the General Secretariat (the “Secretariat”) in full independence from the Chamber and its other organs.

2. The Centre does not itself decide disputes submitted to it. Its primary function is to ensure the application of the Regulations and it has all the necessary powers for this purpose.

3. The Regulations include the Arbitration Rules and their Appendices: the Emergency Arbitrator Rules (Appendix I) and the Expedited Arbitration Rules (Appendix II); the Centre’s Statutes, the Code of Ethics, the Appointing Authority Rules, the Schedule of Arbitration Fees, and the general Practice Notes adopted by the Centre to supplement, regulate and implement the Rules.

4. Decisions taken by the Council on matters relating to the arbitration are administrative in nature and are final and binding on the parties and the Arbitral Tribunal.

II SUPERIOR COUNCIL OF ARBITRATION

Article 2 Composition

1. The Council is composed of six (6) members: a President, a Vice-President and four (4) councillors. Its work is assisted by the Secretariat.

2. The members of the Council are appointed by the Board of Directors of the Chamber for a period of two (2) years. The President and Vice-President of the

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Council are appointed by the Board of Directors of the Chamber for each corresponding term.

3. The members of the Council must be lawyers of recognised prestige and professional suitability as well as trustworthiness and moral integrity.

4. For each session attended, the members of the Council receive a *per diem*, which is set by the Board of Directors of the Chamber.

5. The Council is represented and directed by the President who convenes and presides over the Council's meetings and signs its decisions.

6. In the event of impediment or resignation, the President is replaced in the exercise of their functions by the Vice President, and in the absence of the latter, by the oldest councillor.

7. The Board of Directors of the Chamber, at the proposal of the Council, appoints up to six alternate councillors who replace the councillors when they are unable to intervene for any reason. The alternate councillors are appointed for a period of one year.

8. The office of councillor becomes vacant upon death, resignation or removal. Notwithstanding, the Board of Directors of the Chamber may revoke the position of any member of the Council, in the event of justified cause.

9. The replacement councillor is appointed by the Board of Directors of the Chamber, upon proposal of the Council from among the alternate councillors and completes the term for which the replaced person was appointed.

Article 3 Functions

1. The Council's functions are as follows:

- a) To organise and administer arbitrations under the Rules, including, but not limited to, the following functions:
 - i) To assess *prima facie* the potential existence of an arbitration agreement between the parties under the Arbitration Rules or in reference to the Centre's administration.

- ii) To decide on the consolidation of arbitrations and joinder of additional parties in case there are objections from some of the parties and the Arbitral Tribunal has not been constituted.
 - iii) To appoint, confirm, replace and remove arbitrators, as well as decide on challenges.
 - iv) To set the arbitrators' fees and the Centre's administrative expenses and to readjust them, when appropriate.
 - v) To extend the time limits established in the Arbitration Rules and its Appendices, when applicable.
- b) To prepare and update a list of persons who, on account of their capacity, experience, trustworthiness and moral integrity, may serve as arbitrators and be part of the Centre's Roster of Arbitrators.
 - c) To impose sanctions of suspension and removal of the arbitrators included in the aforementioned Roster and any other sanction it deems appropriate on any arbitrator participating in the arbitrations administered by the Centre, as well as the reimbursement of all or part of their fees, as may be the case. It may also impose sanctions on counsel representing parties to an arbitration administered by the Centre for behaviour contrary to the Code of Ethics.
 - d) To decline to administer an arbitration when it considers, at its sole discretion, that justifiable grounds for doing so exist.
 - e) To approve the Centre's model arbitration clause.
 - f) To approve and modify the Centre's Statutes, the Arbitration Rules and their Appendices, as well as any other regulations related to other forms of dispute resolution and submit the respective proposal to the approval of the Board of Directors of the Chamber.
 - g) To interpret the Centre's Statutes, the Arbitration Rules and their Appendices and any other rules relating to other forms of dispute resolution.

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- h) To approve the Schedule of Arbitration Fees for the administrative expenses and arbitrators' fees and submit it to the Board of Directors of the Chamber for approval.
- i) To issue Practice Notes to supplement, regulate and implement the Arbitration Rules and their Appendices, in order to facilitate the administration of arbitrations under the Rules.
- j) To exercise all the functions that correspond to it as Appointing Authority in accordance with the respective Rules, including those of deciding on the appointment, challenge and arbitrators' removal.
- k) To appoint Emergency Arbitrators and to perform such other duties as it is entrusted with in Appendix I of the Emergency Arbitrator Rules.
- l) To supervise arbitrators' preparation and training.
- m) To propose to the Chamber's Board of Directors the appointment and, in case of justified cause, the removal of the Centre's Secretary General.
- n) To request the Board of Directors of the Chamber to appoint a replacement councillor when any of its members ceases to perform duties.
- o) To form a restricted committee, composed of some of its members and delegate to them such functions as it deems appropriate.
- p) To supervise the Secretariat's performance and delegate to the Secretary General such functions as it may deem convenient for the better development of the Centre.
- q) To annually report to the Chamber's Board of Directors, or whenever the latter so requires, on the development of the Centre's activities, respecting the confidentiality of the arbitrations.
- r) To prepare such reports as it deems necessary or as may be requested by the bodies of the Chamber or by the competent public authorities.
- s) To maintain relations with other national or international organizations that specialise or have interest in arbitration, including the conclusion of

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cooperation agreements within the framework of the respective competencies.

- t) Such other duties as may be necessary for the proper performance of its functions.

Article 4

Sessions

1. The Council's sessions are confidential in nature, which must be respected by all participants, in any capacity whatsoever. The documents submitted to or originating from the Council or from the Secretariat in the administration of arbitrations are communicated exclusively to the members of the Council and the Secretariat.

2. The Council's sessions may only be attended by its members and the Secretary General, who attends with voice but no vote, and who may be accompanied by one or more members of the Secretariat, as well as the Notary Public who attests the arbitrators' appointments. Exceptionally, the President of the Council, or the person acting in their place, may invite other persons to attend the sessions, the confidential nature of which must be respected by such persons.

3. Sessions are held in person. However, when the urgency of the case so requires, they may be carried out through written, physical or digital means, or any other means that allow communication and guarantee the authenticity of the decisions.

4. Sessions are validly held with the attendance of four councillors. Decisions are made by a simple majority of the votes of those present at the session at the time of each vote. In the event of a tie, the President or the person acting in their place decides. All councillors must express their opinion, unless they are affected by any reason that motivates their inhibition.

5. The Council's sessions are recorded in a Minute Book, legalised before a Notary Public, kept and updated by the Secretary General. The minutes are signed by the President and Vice-President in representation of the Council's members and by the Secretary General.

Article 5

Impediments

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1. The President of the Council and the members of the Secretariat may not act as arbitrators or advisors of the parties in arbitrations administered by the Centre.
2. Councillors may not be appointed directly by the Council as arbitrators. Notwithstanding, they may serve as arbitrators when appointed by the parties, by the arbitrators or pursuant to any other appointment procedure agreed on by the parties.
3. When a member of the Council or of the Secretariat is involved, in any capacity whatsoever, in a case submitted to the Council for decision, such person must inform the Secretary General as soon as they become aware of the situation and must abstain from participating in the decision.
4. When the case is being decided, the person affected by an impediment must withdraw from the session and not participate in the discussions and decision-making of the Council. Similarly, such person should not receive any documentation or information related to the case.
5. The compliance with the obligations contained in this Article is supervised by the Council, which informs the Chamber's Board of Directors of any Council's or Secretariat's member's failure to comply with such obligations so that, depending on the circumstances of the case, such person may be suspended or removed from their position.

Article 6

Restricted Committee

1. The Council may form a Restricted Committee with the President or Vice-President and one other member to make certain decisions as delegated by the plenary of the Council, with a charge to report its decisions at the next plenary meeting.
2. The Restricted Committee meets at the call of the President or Vice-President, as the case may be. The meeting quorum at its sessions is two members and their decisions are adopted by unanimity.
3. When the Restricted Committee cannot come to a decision by unanimity or considers it is preferable to abstain, it submits the matter to the next plenary session of the Council with the proposal deemed appropriate.

III THE SECRETARIAT

Article 7

Function

The Secretariat oversees the appropriate organization and administration of arbitrations, the compliance with the agreements adopted by the Council and, in general, the administrative organization of the Centre. It is formed by the Secretary General and arbitral secretaries.

Article 8

Secretary General

1. The Secretary General is appointed and removed, in case of justified cause, by the Chamber's Board of Directors, on the Council's proposal.

2. The Secretary General must be a lawyer with knowledge and experience in arbitration.

Article 9

Responsibilities

The following are the Secretary General's responsibilities:

- a) To receive requests for arbitration and other communications and documents addressed to the Centre, complying the formalities and prerogatives conferred by the Rules and their Appendices.
- b) To arrange and provide adequate human and material resources for the efficient administration of the arbitrations, as well as to supervise their proper development.
- c) To fix the administrative expenses and arbitrators' fees, in accordance with the Rules and their Appendices and to make any decision concerning the enforcement of payments.
- d) To act as the secretary of the Council, participating in all its sessions, with a voice but without a vote.

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- e) To propose to the Council such amendments to the Rules and their Appendices that they consider necessary.
- f) To coordinate with the Council the updating of the Centre's Roster of Arbitrators.
- g) To issue certificates concerning the proceedings related to the arbitrations administered by the Centre, including those referring to the accreditation of arbitrators.
- h) To prepare notes, guides, forms and other documents for the information of the parties and arbitrators or as may be necessary for the conduct of the arbitration process, as well as reports to the Council on the status of cases.
- i) To coordinate the implementation of dissemination and training programs.
- j) To prepare the Centre's Annual Report and to inform the Council about the Centre's Operational Plan and the Annual Budget.
- k) To authorise the performance of works of academic nature regarding the arbitration awards and other documents of general interest, except for written submissions, notes, statements and documents submitted by the parties within the framework of an arbitration. For these purposes, the Secretary General requires that the confidential nature of the documents communicated be respected and ensures that no publication is made based on the information contained in such documents the text of which has not been submitted for the Secretary General's prior approval.
- l) To exercise such other functions as may be assigned by the Council, in addition to those established in these Statutes, the respective Regulations or those inherent to the position.

Article 10

Arbitral Secretaries

The function of Arbitral Secretaries is to assist the Arbitral Tribunals in the conduct of the arbitration proceedings and, in general, to contribute to the compliance of the Secretariat's functions, under the supervision of the Council.

IV

THE ROSTER OF ARBITRATORS

Article 11 Admission

1. The Centre maintains a Roster of Arbitrators on a permanent basis. The Council proposes to the Chamber's Board of Directors the number and names of the persons who are members of this Roster each year.

2. To join the Roster of Arbitrators, the interested Party applies to the Centre submitting an updated resume and the corresponding forms. To make its decision, the Council considers, among others, the following criteria concerning the candidate:

- a) Professional prestige.
- b) Personal capacity and suitability.
- c) Seniority in the professional practice.
- d) Academic degrees.
- e) Experience in university teaching.
- f) Scientific or legal publications.
- g) Experience in arbitration or alternative means of dispute resolution.

3. The Council periodically resolves applications for the inclusion in the Roster of Arbitrators on a discretionary basis, without stating reasons and in a definitive manner.

4. The Council may directly invite individuals of recognised standing to integrate the Roster of Arbitrators.

5. The presence in the Roster of Arbitrators expires automatically one year after the respective incorporation.

6. The Secretariat publishes the Centre's Roster of Arbitrators by suitable means.

Article 12

Sanctions

1. Any arbitrator participating in an arbitration administered by the Centre or any person representing, advising, or acting as counsel for a party in an arbitration administered by the Centre, is subject to sanctioning procedure for any non-compliance with the functions and duties conferred and determined by the Regulations and the appendices and, in particular, for the grounds mentioned below:

- a) The non-compliance with the requirements and procedures established by the Arbitration Act and the Regulations and the appendices thereto.
- b) Incurring in conducts contrary to the Centre's Code of Ethics.
- c) Breaching the duty of confidentiality.
- d) Repeatedly not participating in the arbitral proceedings unless there is justified cause.
- e) Incurring in unjustified delays in the conduct of the arbitration proceedings.
- f) Formulating manifestly malicious or dilatory challenges.
- g) Acting in bad faith in the arbitration proceedings.
- h) Non-compliance with any of the requests issued by the Council.

2. The sanctioning procedure may be initiated at the request of any of the parties or at the Council's initiative accompanied by the respective evidence. The party's complaint or the Council's decision to initiate the sanctioning procedure is notified to the accused so that they may present their defence and evidence within five (5) days.

3. Regardless of whether the accused has presented their defence, the sanctioning procedure is finally and irrevocably resolved by the Council in a reasoned decision. The Council may order a hearing with the accused and, if the Council considers it

convenient, with the party that initiated the sanctioning procedure, so that they may present their positions.

4. The Council may impose the following sanctions:

- a) Written reprimand.
- b) Temporary or definitive suspension from being elected as an arbitrator in cases administered by the Centre or from integrating the Roster of Arbitrators.
- c) Definitive removal from the Centre's Roster of Arbitrators.
- d) Loss or refund of all or part of the fees received or to be received for acting as an arbitrator.

5. The Secretariat publishes by suitable means the list of arbitrators and counsel sanctioned by the Council, indicating the reason and the respective sanction.

FINAL PROVISIONS

Provision 1 These Statutes are effective as of 1 January 2017.

Provision 2 For the purposes of implementation of Article 2 of the Statutes, in 2017 the appointment of three (3) of the Council's members is renewed, and they exercise their functions one more year. The new three (3) Council's members are appointed for two (2) years.

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CODE OF ETHICS

CODE OF ETHICS

Article 1

Application

1. The Code of Ethics (“Code”) of the National and International Arbitration Centre of the Lima Chamber of Commerce (“Centre”) is of mandatory compliance for all the Arbitrators appointed by the parties, by third parties or by the Superior Council of Arbitration (“Council”) regardless of whether they integrate the Centre’s Roster of Arbitrators.

2. The Code is also applicable, as appropriate, to the members of the Council and the staff of the Secretariat, secretaries and the parties, their representatives, counsel and advisors.

3. Similarly, it is also applicable to *ad hoc* arbitrations in which the Centre acts as Appointing Authority of arbitrators or deciding authority for challenges, in accordance with the respective provisions, unless otherwise agreed by the parties.

4. The ethical standards contained in this Code constitute general principles intended to establish standards of behaviour in the arbitration proceedings. They do not limit or exclude other rules established in the arbitration agreement or that may be determined during the arbitration, or that correspond to the professions of the persons involved.

5. These principles and duties of conduct may be supplemented in accordance with international arbitration custom and practice.

6. In the event of any dispute in connection with the meaning and scope of this Code, the Council interprets the Code in accordance with its general purpose and in the manner deemed most appropriate in the particular case.

Article 2

Independence

1. Once the arbitrators accept the position and while exercising their functions, they must avoid having or entering any type of business, professional or personal relationship, or acquiring any economic or personal interest with the parties that may give rise to justifiable doubts as to their independence.

2. A person that has acted as an arbitrator must observe the same duty established in this article for a reasonable time after the conclusion of the functions.

Article 3

Impartiality

During the arbitration, an arbitrator must:

1. Act impartially and ensure that each party has sufficient opportunity to explain its position and be heard.
2. Conduct the arbitration ensuring equal treatment of the parties.
3. Ensure that the parties are given sufficient advance notice of the date and place of any hearing or conference. If a party fails to appear after such notice, the arbitrator may proceed with the arbitration, but only after verifying that the absent party has received proper and timely notice.
4. Allow and promote the effective participation of the other arbitrators in the various matters of the arbitration.

Article 4

General Duties

The future arbitrator accepts their appointment only if they are fully convinced that they:

1. Can comply their functions with impartiality and independence.
2. Possess the necessary knowledge to resolve the issues in dispute and, as the case may be, adequate understanding and ability to express themselves in the respective language of the arbitration.
3. Can devote sufficient time and attention to the arbitration that the parties are entitled to demand within reason.
4. Are available to conduct the arbitration in accordance with the provisions of the Arbitration Rules, or any other requirement agreed to by the parties, as well as, to devote necessary time and attention until the termination of the case.

Article 5

Duty of Disclosure

1. A person appointed as an arbitrator that is affected by facts or circumstances that compromise their independence or impartiality, must refrain from accepting the appointment and communicate this fact promptly within the time limit for expressing the acceptance.
2. A person appointed as an arbitrator that is affected by facts or circumstances that may give rise to justifiable doubts as to their independence or impartiality, must disclose such facts or circumstances to the parties prior to or jointly with the acceptance. These facts and circumstances include, among others:
 - a) Any direct or indirect economic or personal interest in the outcome of the arbitration.
 - b) Any business, economic, professional or personal relationship, present or past, with any of the parties, their representatives, counsel and relatives, partners or employees thereof, that may reasonably give rise to justifiable doubts as to the independence or impartiality in the eyes of the parties.
 - c) The nature and extent of any prior knowledge that they may have of the dispute.
 - d) The previous appointments as an arbitrator by the parties, their representatives and counsel as well as any information on arbitrations in which the arbitrator participates or has participated with the co-arbitrators or with the parties' counsel.
3. The arbitrator must disclose any facts or circumstances described in subparagraphs (b) and (d) of this Article 5(2) that occurred within three years prior to making the declaration. Any facts prior to those three years must be disclosed when they are of such importance or nature that they may affect the arbitrator's decision.
4. Any person appointed as an arbitrator shall make a reasonable effort to inquire about any interest or relationship described in Article 5(2).

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5. The obligation to disclose any interest or relationship described in Article 5(2) is a continuous duty that requires the person accepting to act as an arbitrator to disclose, as soon as applicable, any interest or relationship that may arise, or that they become aware of.

6. Any doubt as to whether a disclosure should be made, must be resolved in favour of disclosure.

7. The omission to disclose situations such as those mentioned in the previous paragraphs or other similar situations, does not constitute a breach in itself but shall be examined according to the nature of the omitted facts or circumstances.

8. In any case, the parties can exempt the arbitrator from any impediment that has been disclosed.

Article 6

Efficiency

1. An arbitrator must conduct the arbitration so that it allows the fair and efficient resolution of the disputes submitted to their decision.

2. An arbitrator must make all reasonable efforts to prevent dilatory tactics, pressure exercised by the parties or other participants, or any other abuse or disruption of the arbitration.

3. An arbitrator must not be swayed by outside pressure, public or media pressure, fear of criticism, or self-interest. The arbitrator must avoid conducts or statements that give an appearance of partiality in favour of a party.

Article 7

Communication with the Parties and their Counsel

1. During the arbitration, the arbitrator must avoid unilateral communications about the matter in dispute with any party, its representatives, counsel or advisors. If such communications take place, the arbitrator must inform the Centre, the other party or parties, and the arbitrators of their contents.

2. The arbitrator must be especially careful to avoid significant personal dealings with any of the parties, their representatives, counsel, or advisors, without the presence of the parties.

3. The following situations are exempted from article 7.1:

- a) Communications between the arbitrator and the parties concerning the identity of the parties and the nature of the case in order to ensure that there are no facts or circumstances that compromise the arbitrator's independence and impartiality, or that the arbitrator has the competence and experience required to act as an arbitrator, as well as any information relevant to the selection and appointment of the president of the Arbitral Tribunal.
- b) Communications between the arbitrator and any party who has attended a hearing or participated in a conference without the other party being present, provided that the other party has received appropriate notice.

Article 8

Confidentiality

- 1. The arbitrator has a relationship of trust with the parties and must not, at any time, use confidential information acquired during the arbitration to gain personal advantage or advantage for others, or to affect the interests of others.
- 2. The arbitrator must maintain strict confidentiality of all matters related to the arbitration and the arbitration award.
- 3. The deliberations and opinions expressed by the arbitrators within the Arbitral Tribunal are confidential, even after the arbitration has terminated and shall not be disclosed by any of the arbitrators to the parties.
- 4. The arbitrator may not delegate their duty to decide to any other person.
- 5. Once the award has been issued, the arbitrator shall not advise or assist any party in any way in the proceedings for the enforcement or setting aside of the award.

Article 9

Fulfilment of the Arbitrator's Function

- 1. Once the arbitrator accepts the appointment, they cannot resign or leave, unless forced to do so by unforeseen and justified circumstances that prevent them from continuing.

2. An arbitrator that resigns prior to the conclusion of the arbitration proceedings, whether on their own initiative or at the request of one or more of the parties, must undertake reasonable actions to protect the parties' interest in the arbitration, such as the return of the evidence and the reimbursement of any fees ordered, as well as the preservation of confidentiality.

Article 10

Integrity of the Arbitration Proceedings

An arbitrator has the responsibility not only to the parties, but to the integrity of the arbitration proceedings as a dispute resolution method, and must observe high standards of conduct so that the integrity and justice of that process are preserved. The arbitrator must perform their function and duties in a manner consistent with these standards.

FINAL PROVISION

This Code is effective as of 1 January 2017.

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THE APPOINTING AUTHORITY RULES

THE APPOINTING AUTHORITY RULES

Article 1

Scope of Application

1. The National and International Arbitration Centre of the Lima Chamber of Commerce (“Centre”) acts as Appointing Authority in arbitrations that are not conducted under the Rules, if it is authorised to do so by virtue of:

- a) an arbitration agreement or any subsequent agreement of the parties,
- b) a request from an organization or institution with such functions, or
- c) a legal provision.

2. Where the Centre is empowered or requested to act as Appointing Authority, the function is carried out by the Superior Council of Arbitration (“Council”).

3. The Centre seeks to provide all services entrusted to it in accordance with the parties’ agreement, in addition to those specifically indicated in these Rules.

4. The Centre appoints the arbitrator, unless it manifestly considers that there is no arbitration agreement between the parties authorising it to act in such capacity.

5. In all the cases in which the Centre acts as Appointing Authority, the person proposed as an arbitrator must, jointly with their acceptance, sign a declaration of independence and impartiality, and disclose in writing to the Secretariat any facts or circumstances which may, from the point of view of the parties, call into question their independence or impartiality.

6. The reasons that motivate the Centre’s decisions taken in accordance with these Rules are not communicated, unless when ruling on a challenge.

7. In all matters not provided for in these Rules apply the provisions contained in the Arbitration Rules.

Article 2

Request for Appointment

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1. In the cases mentioned in Article 1 of these Rules, a party wishing the Centre to act as Appointing Authority applies to the Secretariat, which notifies the other party or other parties of the receipt of the request and the date of such receipt.
2. The request includes all information that the requesting party deems necessary to allow the Council to carry out the requested appointment and includes a copy of the arbitration agreement.
3. The request and all the accompanying documents must be submitted in as many copies as there are parties, with an additional copy for the Centre and with proof of payment of the corresponding fee. If the filing party fails to comply with any of these requirements, the Secretariat may set a time limit for the compliance. If the requirements are not met within the established time limit, the request is rejected, without prejudice to the requesting party's right to resubmit it.

Article 3

Appointment Procedure

The appointment procedure carried out by the Council as the Appointing Authority is governed by the following provisions:

1. The Council makes an appointment in compliance with the requirements agreed by the parties or contained in the request received or ordered in legal provisions, as the case may be. In the absence of specification, the Council makes an appointment from among the members of the Centre's Roster of Arbitrators.
2. In the case of arbitrations conducted under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), the Council follows the list-procedure established in Article 6(3) of those Rules, unless the parties agree not to apply the list-procedure or the Board determines at its sole discretion that the use of the list-procedure is not appropriate for the case.
3. The Council takes the necessary actions to ensure the appointment of an independent and impartial arbitrator. In international arbitration, the Council also takes into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

Article 4

Challenge

1. The Council acting as Appointing Authority in *ad hoc* arbitrations has the authority to decide on a challenge made by a party against a member of the Arbitral Tribunal whenever the parties so agree or by virtue of a legal provision. Such agreement is deemed tacitly incorporated by the submission of the parties to the provisions of this Appendix, except for arbitrations under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

2. The challenge and all the accompanying documents must be submitted to the Secretariat in as many copies as there are parties and arbitrators, with an additional copy for the Centre and with proof of payment of the corresponding fee. If the challenging party fails to comply with any of these requirements, the Secretariat fixes a time limit for the compliance. If the requirements are not met within the time limit, the file concerning challenge is closed, without prejudice to the challenging party's right to resubmit it.

3. The challenge must specify the facts and circumstances on which it is based. The challenge may be based on circumstances that may give rise to justifiable doubts as to the arbitrator's independence and impartiality or be based on another cause. The Centre's Code of Ethics also applies.

4. The Council must decide on the challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and, if applicable, any other members of the Arbitral Tribunal to comment in writing within a suitable period of time. The comments are communicated to the parties and the arbitrators before being submitted to the Council.

5. When a substitute arbitrator is appointed to replace an arbitrator, the Council follows the procedure established in Article 3 of this Appendix.

Article 5

Fees

1. All requests submitted to the Centre must be accompanied by proof of payment of a non-refundable fee established by the Centre. This amount is paid by the party or parties filing the request, which is not processed unless accompanied by proof of payment.

2. The Centre fixes a fee for an appointment of an arbitrator under Article 3 of these Rules.

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3. The Centre fixes a fee for a challenge and replacement of an arbitrator under Article 4 of these Rules.

4. The Centre may, at its discretion, fix fees for any services under Article 1(3) of these Rules, depending on the tasks performed and at a figure not higher than 50% of the fee established for the appointment, challenge or replacement of an arbitrator.

5. The fees are always paid by the party or parties that have requested any of the procedures established in these Rules.

FINAL PROVISION

These Rules are effective as of 1 January 2017.

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PERUVIAN ARBITRATION ACT
(Legislative Decree No. 1071 and Amendments)

LEGISLATIVE DECREE No. 1071

(Published in the Official Gazette El Peruano on 28 June 2008)

(Amended by Legislative Decree No. 1231 dated 26 September 2015)

LEGISLATIVE DECREE REGULATING ARBITRATION

CHAPTER 1

GENERAL PROVISIONS

Article 1.- Scope of Application.

1. This Legislative Decree shall govern any arbitration taking place within Peruvian territory, be it domestic or international; without prejudice to the provisions of international treaties or agreements to which Peru is a party or to legislation containing specific provisions relating to arbitration, in which case the provisions of this Legislative Decree shall be of supplementary application.

2. The provisions of Article 8(1), (2), (3), (5) and (6), of Articles 13, 14, 16, 45, of Article 48(4) and Articles 74, 75, 76, 77 and 78 of this Legislative Decree shall govern the arbitration even when the place of the arbitration is outside Peru.

Article 2.- Arbitrable Matters.

1. Disputes concerning matters on which the parties have power of free disposal in accordance with the law, as well as those authorised by the law or international treaties or agreements, may be submitted to arbitration.

2. When the arbitration is international and a party is a State or a state-controlled entity, organization or company, such party may not resort to the privileges of its domestic law to evade its obligations arising out of the arbitration agreement.

Article 3.- Principles and Rights of the Arbitration Jurisdiction.

1. In the matters governed by this Legislative Decree, no judicial authority shall intervene, except where so provided herein.

2. The arbitral tribunal is fully independent and not subject to an order, provision or authority undermining its powers.

3. The arbitral tribunal has full powers to commence and continue the arbitration proceedings, rule on its own jurisdiction and issue the award.

4. No proceeding or order outside the arbitration proceedings shall render any decision of the arbitral tribunal ineffective, with the exception of subsequent court control initiated by an application for setting aside the award, as contemplated in this Legislative Decree. Any different court intervention, aimed at exercising control over the arbitrators' functions or interfering in the arbitration proceedings prior to the award, is subject to liability.

Article 4.- Arbitration by the Peruvian State.

1. For the purposes of this Legislative Decree, "Peruvian State" shall include the National Government, Regional Governments, Local Governments and their respective dependencies, as well as legal entities governed by public law, state companies governed by public law, private law or mixed public-private companies (*empresas mixtas*) and legal entities governed by private law that exercise state functions by law, delegation, concession or authorization by the State.

2. Disputes arising out of or in connection with contracts and agreements concluded between such state entities may also be submitted to domestic arbitration.

3. The State may submit to domestic arbitration the disputes arising out of or in connection with the contracts concluded with nationals or foreigners that have their place of business inside the country.

4. The State may also submit to international arbitration, inside or outside its territory, the disputes arising out of or in connection with the contracts concluded with nationals or foreigners that have their place of business outside the country.

5. In the case of financial activities, arbitration may take place inside or outside the country's territory, including with foreigners that have their place of business inside the country.

Article 5.- International Arbitration.

1. An arbitration shall be international in any of the following cases:

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- a. The parties to an arbitration agreement have, at the time of the conclusion of such agreement, their places of business in different States.
 - b. The place of arbitration, established in the arbitration agreement or pursuant to it, is situated outside the State where the parties have their places of business.
 - c. The place where a substantial part of the obligations of the legal relationship is to be performed or the place with which the subject-matter of the dispute is most closely connected is situated outside the State, in the case of parties domiciled in Peru.
2. For the purposes of Article 5(1), if a party has more than one place of business, the place of business shall be that which has the closest relationship to the arbitration agreement.

Article 6.- Rules of Interpretation.

Where a provision of this Legislative Decree:

- a. Leaves the parties free to determine a certain issue, such freedom shall include the right to authorise a third party, including an arbitral institution, to make that determination.
- b. Refers to the arbitration agreement or any other agreement between the parties, such agreement includes any arbitration rules referred to in that agreement.
- c. Refers to a contract, it shall also mean a legal act.
- d. Refers to the statement of claims, it shall also apply to the statement of counterclaims, and when it refers to the statement of defence, it shall also apply to the statement of defence to the counterclaims, except in the cases provided for in Article 46(a) and Article 60(2)(a).
- e. Refers to an arbitral tribunal, it means a sole arbitrator or a panel of arbitrators.
- f. Refers to an award, it means, among others, a partial as well as a final award, by which the dispute is finally decided.

Article 7.- *Ad Hoc* and Institutional Arbitration.

1. Arbitration may be *ad hoc* or institutional, depending on whether it is conducted by the arbitral tribunal directly or organised and administered by an arbitration institution.
2. Arbitration institutions established in the country shall be profit or non-profit legal entities. Public institutions with arbitration functions foreseen or included in their regulatory rules shall be registered in the Ministry of Justice.
3. In the absence of designation of an arbitration institution, the arbitration shall be deemed to be *ad hoc*. Unless otherwise agreed by the parties, the same rule applies when there is an incompatible or contradictory designation involving two or more institutions, or when a reference is made to a non-existent arbitration institution, or when the institution does not accept the designation.
4. Unless otherwise agreed by the parties, the rules applicable to an arbitration are those in force at the time of the commencement of the arbitration.

Article 8.- Extent of Court Assistance and Control.

1. The judge specialised in commercial matters or, failing that, the judge specialised in civil matters at the seat of arbitration or that of the place where assistance is required shall have jurisdiction in respect of court assistance in the taking of evidence. When evidence is to be taken abroad, the treaties on the taking of evidence abroad or the applicable domestic law shall be followed.
2. The judge specialised in commercial matters or, failing that, the judge specialised in civil matters at the place where the measure shall be implemented or that of the place where the measures is sought to be enforced shall have jurisdiction in respect of conservatory or interim measures. When conservatory or interim measures are to be adopted or enforced abroad, the treaties on the enforcement of conservatory or interim measures abroad or the applicable domestic law shall be followed.
3. The judge specialised in commercial matters or, failing that, the civil judge at the seat of arbitration or that of the place where the award is sought to be enforced shall have jurisdiction to enforce the award.

4. The Civil Chamber Sub-specialised in Commercial Matters or, failing that, the Civil Chamber of the Superior Court of Justice at the seat of arbitration shall have jurisdiction to set aside an award.

5. The Civil Chamber Sub-specialised in Commercial Matters or, failing that, the Civil Chamber of the Superior Court of Justice at the place of business of the summoned party or, if the summoned party does not have its place of business within Peruvian territory, at the place where the summoned party has assets or exercises its rights shall have jurisdiction in respect of the recognition of foreign awards.

6. The judge sub-specialised in commercial matters or, failing that, the civil judge at the place of business of the summoned party or, if the summoned party does not have its place of business within Peruvian territory, at the place where the summoned party exercises its rights shall have jurisdiction in respect of the enforcement of duly recognised foreign awards.

Article 9.- Formality of Documents in Court Assistance and Control.

1. Each pleading or petition addressed to a judicial authority of the Republic shall be written in Spanish.

2. Each document granted outside the country's territory that is presented before a judicial authority of the Republic shall be authenticated in accordance with the legislation of the country of origin of the document and certified by a Peruvian diplomatic or consular agent, or whoever acts in their stead.

3. If such document is not written in Spanish, it shall be accompanied by a simple translation into this language, unless the judicial authority considers, due to the circumstances, that an official translation shall be presented within a reasonable period of time.

Article 10.- Representation of Legal Entity.

1. Unless otherwise agreed or stipulated, general managers or equivalent administrators of a legal entity are empowered by their sole appointment to enter into arbitration agreements, represent it in arbitrations and exercise all the rights and powers provided for in this Legislative Decree, without any restriction, even for acts of disposition of substantive rights that are discussed in the arbitration proceedings.

2. Unless otherwise agreed or stipulated, the power to enter into certain contracts also includes the power to submit to arbitration any dispute arising from said contracts.

Article 11.- Waiver of the Right to Object.

A party who knows, or should have known, that any provision of this Legislative Decree, from which the parties may derogate, or any agreement between the parties or any requirement under the applicable arbitration rules has not been complied with and yet proceeds with the arbitration without stating its objection to such non-compliance without undue delay shall be deemed to have waived the right to object to the award in relation to the respective non-compliance.

Article 12.- Notifications and Time Limits.

Unless otherwise agreed by the parties, the following provisions apply:

a. Any written notification or communication shall be deemed to have been received on the date that it was delivered to the addressee personally or at the address indicated in the contract or, failing that, at the domicile or habitual residence or place of business; if none of these can be found after making a reasonable inquiry, a written communication is deemed to have been received on the date it was delivered or attempted to be delivered to the addressee's last-known domicile, or habitual residence or place of business by registered letter or any other means which provides a record of the attempt to deliver it.

b. Similarly, the notification or communication shall be deemed valid if it was made by fax or by any other means of electronic, telematic or similar telecommunication that allows documents to be sent and received, provided that proper delivery and receipt, as well as record of the interested party, are duly evidenced.

c. Time limits established herein shall commence to run on the day following the date the notification or communication is deemed to have been made. When the last day of the time limit is a non-business day in the place where the notification or communication is made, the time limit shall be extended until the first following business day. Time limits established in days shall be calculated by business days. Non-business days shall be Saturdays, Sundays and holidays, as well as officially declared non-working days.

CHAPTER 2

ARBITRATION AGREEMENT

Article 13.- Content and Form of the Arbitration Agreement.

1. The arbitration agreement is an agreement by the parties to submit to arbitration all or certain disputes which have arisen, or which may arise between them in respect of a certain contractual or other legal relationship.
2. The arbitration agreement shall be in writing. It may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
3. An arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded by conduct, or by other means.
4. The requirement that an arbitration agreement be in writing is met by an electronic communication if the information contained therein is accessible to be useable for subsequent reference. “Electronic communication” means any communication that the parties make by means of data messages. “Data message” means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy.
5. Furthermore, an arbitration agreement is in writing if it is contained in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other.
6. The reference in a contract to any document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract.
7. In international arbitrations, the validity of the arbitration agreement and the possibility of referring the dispute to arbitration are determined pursuant to the requirements set out either by the law chosen by the parties to govern the arbitration agreement, by the law applicable to the subject matter of the dispute, or by Peruvian law.

Article 14.- Extension of the Arbitration Agreement.

The arbitration agreement is extended to those whose consent to submit to arbitration, in good faith, is determined by their active and decisive participation in the negotiation, conclusion, implementation or termination of the contract that contains the arbitration agreement or to which the arbitration agreement is related. It is also extended to those who seek to derive rights or benefits from the contract, according to its terms.

Article 15.- Standard Legal Relationships.

1. In domestic arbitration, arbitration agreements referring to legal relationships contained in general contracting clauses or adhesion contracts shall be enforceable only if such agreements are known, or could have been known, by those who did not draft them, using ordinary standard of care.

2. It is presumed, without admitting proof to the contrary, that the arbitration agreement was known in the following cases:

a. If it is included in the general terms and conditions found in the body of the main contract and the latter is in writing and signed by the parties.

b. If it is included in the general terms and conditions that are reproduced on the reverse side of the main document, and reference is made to arbitration in the body of the main contract and the latter is in writing and is signed by the parties.

c. If it is included in standard terms and conditions separate from the main document, and reference to arbitration is made in the body of the main contract and the latter is in writing and is signed by the parties.

Article 16.- Objection to Court Proceedings due to the Existence of an Arbitration Agreement.

1. If a court case is filed in a matter in respect of which the parties have concluded an arbitration agreement, this circumstance may be invoked as an objection to the court proceedings due to the existence of an arbitration agreement even when the arbitration has not commenced.

2. The objection is made within the time limit established for the respective court proceeding, proving the existence of the arbitration agreement and, if applicable, the commencement of the arbitration.

3. The objection to the court proceedings due to the existence of an arbitration agreement, whether formulated before or after the commencement of the arbitration, shall be sustained by the sole reason of existence of the arbitration agreement, except in the former case, when the agreement is manifestly void.

4. In international arbitration, if the arbitration has not commenced, the judicial authority shall only deny the objection when it verifies that the arbitration agreement is manifestly void pursuant to the law chosen by the parties to govern the arbitration agreement or the law applicable to the merits of the case. However, if the arbitration agreement fulfils the requirements established by Peruvian law, the objection may not be denied. If the arbitration has commenced, the judicial authority shall only deny the objection when it finds that the matter manifestly violates international public order.

5. The arbitration proceedings may commence or proceed, and even the award may be issued at the discretion of the arbitral tribunal, even when the objection to court proceedings due to existence of the arbitration agreement is in process.

Article 17.- Power of the Court to Refer the Dispute to Arbitration.

At any stage of court proceedings, the parties, on their own initiative or at the proposal of the judge, may agree to refer to arbitration a dispute concerning disposable rights in accordance with law or when authorised by law or international treaties or agreements, for which they shall formalise an arbitration agreement.

Article 18.- Waiver of the Right to Arbitrate.

The waiver of the right to arbitrate shall be valid only if it is expressly or tacitly stated. It is stated expressly when it appears in a document signed by the parties, in separate documents, through the exchange of documents or through any other means of communication that leaves an unequivocal record of this agreement. It is stated tacitly when the objection to court proceedings due to the existence of the arbitration agreement is not invoked within the corresponding time limit, and only concerns the matters brought to the court proceedings.

CHAPTER 3

ARBITRATORS

Article 19.- Number of Arbitrators.

The parties are free to determine the number of arbitrators composing the arbitral tribunal. Failing such determination, the number of arbitrators shall be three.

Article 20.- Capacity to Act as an Arbitrator.

All individuals in full possession of their civil rights may act as arbitrators, provided that they do not have incompatibilities to act as arbitrators and that have not been convicted for any intentional crime. Unless otherwise agreed by the parties, no person shall be precluded by reason of nationality from acting as an arbitrator. (*)

(*) Article modified by Article 1 of Legislative Decree No. 1231, published on 26 September 2015.

Article 21.- Incompatibility.

Officials and public servants of the Peruvian State shall be incompatible to act as arbitrators within the margins established by the respective incompatibility rules.

Article 22.- Appointment of Arbitrators.

1. Unless otherwise agreed, in domestic arbitration decided at law arbitrators shall be lawyers by profession. In international arbitration, in no case is an arbitrator required to be a lawyer by profession.

2. In cases where arbitrators are required to be lawyers by profession, such requirement shall not include being a practicing lawyer or belonging to a domestic or foreign bar association.

3. The arbitrators shall be appointed by the parties, by an arbitration institution or by any third party to whom the parties have entrusted the appointment. The arbitration institution or the third party may request from any of the parties the information they deem necessary for the fulfilment of that task.

4. Unless otherwise agreed, a party is bound by the appointment it has made of an arbitrator from the moment the other party has been notified of such appointment.

5. If a party does not comply with the respective appointment of its arbitrator within the time limit established by the parties or, failing that, in this Legislative Decree, the arbitration institution or the third party designated by the parties for these purposes may be resorted to or, in its absence, provisions of Article 23 may be applied.

Article 23.- Freedom to Agree on the Appointment Procedure.

Notwithstanding the provisions of subparagraphs (d) and (e) of this Article, the parties are free to agree on the procedure of appointing the sole arbitrator or arbitrators, or they may submit to the procedure contained in the applicable arbitration rules, provided that the principle of equality is not violated. Failing an agreement, the following rules shall apply:

a. In an arbitration with a sole arbitrator, or where the parties have agreed that the appointment of all arbitrators or the president shall be made by the parties' mutual agreement, they shall have a time limit of fifteen (15) days from the date of receipt of a request to do so.

b. In an arbitration with three arbitrators, each party shall appoint one arbitrator within fifteen (15) days from the date of receipt of a request to do so, and the two arbitrators thus appointed shall appoint the third arbitrator within fifteen (15) days from the date of acceptance by the second arbitrator. The third arbitrator shall act as president of the arbitral tribunal.

c. Unless otherwise stated in the arbitration agreement or in the applicable arbitration rules, where there are multiple claimants or multiple respondents, the multiple claimants, jointly, and the multiple respondents, jointly, shall appoint an arbitrator within fifteen (15) days from the date of receipt of a request to do so; the two arbitrators thus appointed shall appoint the third arbitrator within the same time period. The third arbitrator shall act as president of the arbitral tribunal.

d. If in any of the above cases one or more arbitrators has not been appointed, the appointment shall be made, upon request of either party, by the Chamber of Commerce of the place of arbitration or of the place in which the arbitration agreement was concluded, when the place of arbitration has not been agreed. In the

absence of a Chamber of Commerce in those places, the appointment shall be made by the Chamber of Commerce of the nearest locality.

e. In international arbitration, the appointment referred to in subparagraph (d) of this Article shall be made by the Chamber of Commerce at the place of the arbitration or by the Lima Chamber of Commerce, when the place of the arbitration has not been agreed.

Article 24.- Failure to Perform Entrusted Functions.

Where an arbitral institution or third party fails to appoint an arbitrator or arbitrators within the time limits determined by the parties or the applicable arbitration rules or, failing that, within fifteen (15) days from its intervention having been requested, the entrusted function shall be deemed to have been rejected. In such cases, the appointment shall be made, in the absence of a different agreement of the parties, following the procedure provided in subparagraph (d) of Article 23.

Article 25.- Appointment by Chambers of Commerce.

1. Where the appointment of an arbitrator by a Chamber of Commerce is provided for in this Legislative Decree, such Chamber shall be responsible for determining the person or body in charge of doing so. In the absence of prior determination, the decision shall be adopted by the highest body of the institution. This decision shall be final and subject to no appeal.

2. To request the appointment of an arbitrator from a Chamber of Commerce, the interested party shall indicate the name or company name and place of business of the other party, make a brief description of the dispute that will be submitted to the arbitration and prove the existence of the arbitration agreement and, if applicable, of the request for arbitration made to the other party.

3. If the respective Chamber does not have an applicable procedure foreseen, the request shall be made known to the other party for a time limit of five (5) days. Once this period has expired, the Chamber shall proceed to make the appointment.

4. The Chamber of Commerce shall, under liability, make the appointment requested by the parties in the cases set out in subparagraphs (d) and (e) of Article 23 and in Article 24, within a reasonable time. The Chamber may only reject a request for appointment when it considers that it does not appear from the documents provided that an arbitration agreement exists.

5. The Chamber of Commerce shall consider, when making an appointment, the requirements to be an arbitrator established by the parties and by law, and shall take the necessary actions to guarantee the arbitrator's independence and impartiality.

6. In domestic arbitration, the Chamber of Commerce shall make the appointment following a random selection procedure by technological means, respecting the criteria of specialty.

7. In international arbitration, in the case of sole arbitrator or president of the arbitral tribunal, the Chamber of Commerce shall also consider the convenience of appointing an arbitrator of a nationality other than the nationalities of the parties.

Article 26.- Privilege in the Appointment.

If the arbitration agreement establishes a privileged situation in the appointment of the arbitrators in favour of any of the parties, said stipulation is void.

Article 27.- Acceptance of the Arbitrators.

1. Unless otherwise agreed by the parties, each arbitrator shall communicate their acceptance in writing within fifteen (15) days from the receipt of the communication of their appointment. If an arbitrator does not communicate their acceptance within the established time limit, they shall be deemed to have not accepted their appointment.

2. Once the acceptance of the sole arbitrator or the last arbitrator has been notified, the arbitral tribunal shall be deemed to be properly established.

Article 28.- Grounds for Refusal and Challenge of Arbitrators.

1. All arbitrators shall be and remain impartial and independent throughout the arbitral proceedings. Any person proposed to be an arbitrator shall disclose any circumstances likely to give rise to justifiable doubts as to their impartiality or independence.

2. Arbitrators, from the time of their appointment, shall disclose without delay any new circumstance to the parties. At any time during the arbitration, the parties may

request from the arbitrators a clarification of their relationships with any of the parties, with their counsel or with the co-arbitrators.

3. Arbitrators may be challenged only if circumstances exist that give rise to justifiable doubts as to their impartiality or independence, or if they do not possess qualifications agreed to by the parties or those established by the arbitration institution's rules or those required by the law. (*)

4. The parties may waive the grounds of the challenge that they are aware of and, in that case, no challenge or setting aside of the award shall proceed on those grounds.

5. A party may challenge an arbitrator it has appointed, or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment has been made.

Article 29.- Challenge Procedure.

1. The parties are free to agree on a procedure for challenging an arbitrator or they may submit to the procedure contained in the applicable arbitration rules.

2. Failing such agreement or in the absence of the arbitration rules, the following rules shall apply:

a. The challenge shall be made as soon as the grounds for challenge are known, and the challenging party shall duly justify those grounds and present the corresponding documents.

b. The challenged arbitrator and the other party may express what they deem appropriate within ten (10) days from the notification of the challenge.

(*) Modified by Article 1 of Legislative Decree No. 1231, published on 26 September 2015.

c. If the other party agrees to the challenge or the arbitrator resigns, the substitute arbitrator shall be appointed following the same appointment procedure in which the challenged arbitrator was appointed, unless a substitute arbitrator has already been appointed.

LIMA CHAMBER OF COMMERCE

d. If the other party does not agree to the challenge and the challenged arbitrator denies the grounds for challenge or does not submit comments, the following rules shall apply:

i) In the case of sole arbitrator, the challenge is resolved by the arbitration institution that made the appointment or, in the absence thereof, by the corresponding Chamber of Commerce, in accordance with subparagraphs (d) and (e) of Article 23.

ii) In the case of an arbitral tribunal composed of more than one arbitrator, the other arbitrators decide on the challenge by an absolute majority, without the vote of the challenged arbitrator. When there is no majority, the decision shall be made by the president of the arbitral tribunal, unless the president is the challenged arbitrator, in which case the decision shall be made by the arbitration institution that made the appointment or, in the absence thereof, the corresponding Chamber of Commerce, in accordance with subparagraphs (d) and (e) of Article 23.

iii) If more than one arbitrator is challenged for the same reason, the corresponding Chamber of Commerce shall make the decision, in accordance with subparagraphs (d) and (e) of Article 23. However, if the president is not among those challenged, the president shall decide on the challenges.

3. Unless otherwise agreed, once the time limit for issuing an award begins, any challenge is inadmissible. However, the arbitrator shall consider their resignation, under liability, if there exists a circumstance affecting their impartiality and independence.

4. The challenge procedure does not suspend the arbitration proceedings, except when the arbitrators so decide.

5. The resignation of an arbitrator or the acceptance by the other party of the termination of the mandate of an arbitrator shall not imply the acceptance of the validity of any grounds for challenge. Any challenge based on the arbitral tribunal's decisions issued during the arbitration proceedings shall not proceed.

6. Where the decision on a challenge by a Chamber of Commerce is provided for in this Legislative Decree, such Chamber shall be responsible for determining the person or body in charge of doing so. In the absence of prior determination, the decision shall be adopted by the highest body of the institution.

7. The decision resolving the challenge shall be final and subject to no appeal. If a challenge under any procedure agreed upon by the parties, under the applicable arbitration rules or the one established in this Article is not successful, the challenging party may only question that decision in setting aside proceedings against the award, if applicable.

Article 30.- Termination of the Mandate of an Arbitrator.

1. If an arbitrator becomes *de jure* or *de facto* unable to perform their functions, or for other reasons fails to act without undue delay, their mandate shall terminate if the parties agree on the termination. Otherwise, if a controversy remains concerning the termination and the parties have not determined a procedure to overcome said disagreement or they are not subject to arbitration rules, the procedure foreseen in Article 29 shall be followed. The decision shall be final and subject to no appeal. Notwithstanding, any arbitrator's mandate may be terminated by agreement of the parties.

2. If an arbitrator refuses to participate in the proceedings or is repeatedly absent from the deliberations of the arbitral tribunal, the other arbitrators, once they have communicated said situation to the parties and to the defaulting arbitrator, are empowered to continue with the arbitration and to issue any decision or award, notwithstanding the lack of participation of the defaulting arbitrator, unless otherwise agreed by the parties or indicated in the applicable arbitration rules. In determining whether to proceed with the arbitration, the other arbitrators shall consider the stage of the arbitration proceedings, the reasons expressed by the defaulting arbitrator for not participating, and any other circumstances of the case they deem appropriate.

3. If at any time, the other arbitrators decide to proceed with the arbitration without the participation of the defaulting arbitrator, they shall notify their decision to the parties. In that case, any of them may request the institution that made the appointment, or failing that, the corresponding Chamber of Commerce in accordance with subparagraphs (d) and (e) of Article 23, to revoke the mandate of the defaulting arbitrator and make a replacement in accordance with this Article 30(1).

Article 31.- Substitute Arbitrator.

1. Unless otherwise provided in this Legislative Decree, in the absence of agreement between the parties, a substitute arbitrator shall be appointed according

to the procedure that was applicable to the appointment of the arbitrator being replaced.

2. Once the vacancy of an arbitrator occurs, the arbitration proceedings shall be suspended until a substitute arbitrator is appointed, unless the parties decide to proceed with the arbitration with the remaining arbitrators, considering the circumstances of the case.

3. Once the arbitral tribunal has been reconstituted, the arbitration proceedings shall continue from the point it had reached at the time the proceedings were suspended. However, in case of replacement of a sole arbitrator or the president of the arbitral tribunal, they shall decide, at their sole discretion, whether it is necessary to repeat all or some of the previous proceedings. In case of replacement of any other arbitrator, the arbitral tribunal shall make that decision.

Article 32.- Liability.

The arbitrators' and, where appropriate, the arbitration institution's acceptance implies their obligation to fulfil the entrusted functions, and they shall be liable for any damages caused by wilful misconduct or gross negligence.

CHAPTER 4

ARBITRAL PROCEEDINGS

Article 33.- Commencement of the Arbitration.

Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.

Article 34.- Freedom in the Regulation of Arbitral Proceedings.

1. The parties are free to determine the rules to be followed by the arbitral tribunal in conducting the proceedings. Failing such agreement or in the absence of applicable arbitration rules, the arbitral tribunal shall decide on the rules as it considers appropriate, considering all relevant circumstances.

2. The arbitral tribunal shall treat the parties with equality and shall give them a full opportunity of presenting their case.

3. If there is no applicable provision in the rules approved by the parties or by the arbitral tribunal, the provisions of this Legislative Decree shall apply in a supplementary manner. If there is no applicable provision in this Legislative Decree, the arbitral tribunal may resort, at its discretion, to the general principles of arbitration as well as to the arbitral usages and practices.

4. The arbitral tribunal may, at its discretion, extend the time limits it has established for the arbitration proceedings, even if these time limits have expired.

Article 35.- Place of the Arbitration.

1. The parties are free to agree upon the place of the arbitration. In the absence of any such agreement, the arbitral tribunal shall determine the place of the arbitration, having regard to the circumstances of the case, including the convenience of the parties.

2. Notwithstanding the previous provision, the arbitral tribunal may, after consulting the parties, meet at any location it considers appropriate for hearing witnesses, experts, or the parties, or for inspection of goods, documents or people. The arbitral tribunal may deliberate at any location it considers appropriate.

Article 36.- Language of the Arbitration.

1. The parties are free to agree upon the language or languages to be used in the arbitral proceedings. In the absence of any such agreement, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances. Unless otherwise agreed by the parties in the contract or in the arbitral tribunal's decision, the established language or languages shall apply to any pleadings of the parties, at the hearings, to any awards and any decisions or communications from the arbitral tribunal.

2. The arbitral tribunal may order, without the need for its translation, any document to be provided or any proceeding to be made in a language different from that of the arbitration, unless opposed by any of the parties.

Article 37.- Party Representation.

1. The parties may appear in person before the arbitral tribunal, or may be represented by a counsel or by any other person authorised in writing.

2. The representation conferred to act in an arbitration authorises the representative to exercise all their rights and authority referred to in this Legislative Decree with no restriction, even for acts of disposition of substantive rights that are discussed in the arbitration proceedings, except otherwise specified.

3. Legal entities are governed by what is stated in Article 10, and they may delegate their authority to a counsel or any other person authorised in writing.

4. There is no restriction for the participation of foreign counsel.

Article 38.- Good Faith.

The parties are obliged to observe the principle of good faith in all their acts and interventions during the arbitration proceedings, and to collaborate with the arbitral tribunal in the conduct of the arbitration.

Article 39.- Statement of Claims and Statement of Defence.

1. Within the time limit agreed upon by the parties or determined by the arbitral tribunal and, unless otherwise agreed upon by the parties regarding the contents of the statement of claims and the statement of defence, the claimant shall plead the facts on which its claims are based, the nature and circumstances of the dispute, and the formulated claims, and the respondent shall establish its position regarding the statement of claims.

2. When formulating their statement of claims and statement of defence, the parties shall provide all the documents they deem relevant or make a reference to those documents or other evidence they are to submit or propose.

3. Unless agreed otherwise, during the proceedings, any party may modify or extend its statement of claims or statement of defence, unless the arbitral tribunal considers that such modification shall not be allowed due to a delay with which it was made, the harm it may cause to the other party or any other circumstances. The content of the modification and extension of the statement of claims or statement of defence shall be included within the scope of the arbitration agreement.

4. Except as otherwise agreed, the arbitral tribunal cannot consolidate two or more arbitrations or carry out joint hearings.

5. When the statement of claims or statement of counterclaims addresses acts or rights inscribable in the Public Registries, the arbitral tribunal shall request the annotation of the existence of the arbitration in the registry entry related to the possible enforcement of the award. That annotation shall be requested within five (5) business days from the admission of the statement of claims or statement of counterclaims and has the following effects:

- a) It does not prevent the extension of records in the entry.
- b) Grants priority and prevalence over records made in the entry after the aforementioned annotation, if their content is incompatible with the registered award. (*)

(*) Added by Article 2 of Legislative Decree No. 1231, published on 26 September 2015.

Article 40.- Authority of the Arbitral Tribunal

The arbitral tribunal has jurisdiction to know the merits of the case and to decide on any related and ancillary matters that may arise during the arbitral proceedings, as well as to implement complementary rules for the appropriate conduct of the proceedings.

Article 41.- Competence of the Arbitral Tribunal to Rule on its Jurisdiction

1. The arbitral tribunal is the only competent entity to decide on its own jurisdiction, including any objections to the arbitration with respect to the inexistence, nullity, annulability, invalidity or inefficacy of the arbitration agreement or due to arbitration not having been agreed on with respect to the matters in dispute or because of any other reasons which, when accepted, would prevent the arbitral tribunal to decide on the merits of the case. This competence includes objections related to limitation periods, expiry, *res judicata* or any other objection intended to prevent the continuation of the arbitral proceedings.

2. The arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. The inexistence, nullity, annulability, invalidity or inefficacy of a contract containing an arbitration agreement does not necessarily entail inexistence, nullity, annulability, invalidity or inefficacy of the arbitration agreement. Consequently, the arbitral tribunal may decide over the submitted dispute, which may include the issues of inexistence,

nullity, annullability, invalidity or inefficacy of the contract containing an arbitration agreement.

3. Any objections shall be raised not later than the submission of the statement of defence. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitration proceedings. The arbitral tribunal may only admit a later objection if it considers the delay justified. However, the arbitral tribunal may consider these issues on its own initiative at any moment.

4. Unless agreed otherwise, the arbitral tribunal shall decide those objections either as a preliminary question or together with the merits of the case. If the arbitral tribunal rejects the objection, either as a preliminary question or in the award by which the dispute is finally decided, its decision may only be questioned in the setting aside proceedings against the award.

5. If the arbitral tribunal upholds the objection as a preliminary question, it shall declare itself without jurisdiction and shall order the termination of the arbitral proceedings. This decision may be questioned in the setting aside proceedings. If the arbitral tribunal upholds the objection as a preliminary question regarding certain matters, the arbitral proceedings shall continue with respect to the other matters and the decision may only be questioned in the setting aside proceedings against the award by which the dispute is finally decided.

Article 42.- Hearings

1. The Arbitral Tribunal shall decide whether to hold hearings for the presentation of oral arguments, evidence and conclusions, or whether the proceedings shall be conducted only in writing. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold hearings at an appropriate stage of the proceedings, if so requested by a party.

2. The parties shall be given sufficient advance notice of any hearing and may intervene directly or through their representatives.

3. Unless otherwise agreed by the parties or by the arbitral tribunal's decision, all hearings and meetings shall be held in private.

4. All written pleadings, documents and other information provided by a party to the arbitral tribunal shall also be communicated to the other party. Similarly, any other material related to the dispute and submitted to the arbitral tribunal by the parties or by any third party, and on which the decision may be based, shall be made available to the parties.

Article 43.- Evidence.

1. The arbitral tribunal has the exclusive authority to determine the admission, relevance, presentation and value of the evidence, and to order the submission or presentation of evidence deemed necessary at any time.

2. The arbitral tribunal is also authorised to disregard on a reasoned basis the evidence offered but never submitted, according to the circumstances of the case.

Article 44.- Experts

1. The arbitral tribunal may appoint, on its own initiative or upon request of a party, one or more experts to report on specific issues. Similarly, it shall require a party to provide the expert with any relevant information by producing, or providing access to, any necessary documents or goods.

2. After the submission of the expert opinion, the arbitral tribunal, on its own initiative or upon request of a party, shall summon the expert to a hearing where the parties, directly or assisted by their experts, may make observations or request the expert to defend their opinion, except otherwise agreed by the parties.

3. The parties may provide expert opinions from freely designated experts, unless agreed otherwise.

Article 45.- Court Assistance

1. The arbitral tribunal or any of the parties with its approval may request court assistance in the submission of evidence. Such request shall be accompanied by copies of a document establishing the existence of the arbitration and of the decision authorising the interested party to resort to a court for assistance, where appropriate.

2. The court assistance may consist in the submission of evidence to the competent judicial authority under its exclusive direction or in the adoption by the competent

judicial authority of the specific measures necessary for the evidence to be submitted before the arbitral tribunal.

3. Unless the submission of evidence is manifestly contrary to public order or to expressly prohibitive laws, the competent judicial authority shall limit itself to upholding, without delay, the request for assistance, without determining whether it is admissible and without admitting any opposition or appeal against the decision it shall issue to that effect.

4. In case of submission of statements before the competent judicial authority, the arbitral tribunal may, if it deems it appropriate, hear such statements and make questions.

Article 46.- Party in Default.

Unless otherwise agreed by the parties, if, without showing sufficient cause in the arbitral tribunal's opinion:

a. The claimant fails to communicate its statement of claims within the time limit, the arbitral tribunal shall terminate the proceedings, unless the respondent manifests its will to present any claims.

b. The respondent fails to communicate its statement of defence within the time limit, the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations.

c. Any party fails to appear at a hearing, to produce evidence or to exercise its rights at any moment, the arbitral tribunal may continue the proceedings and make the award on the evidence before it.

Article 47.- Conservatory or Interim Measures

1. Once constituted, the arbitral tribunal may, at the request of a party, grant conservatory or interim measures that it deems necessary to guarantee the efficacy of the award, being able to request the guarantees it deems convenient to assure the reparation of damages that may occur due to the enforcement of the measures.

2. A conservatory or interim measure is any temporary measure, whether in the form of an award or in another form, by which, at any time prior to the issuance of

the award by which the dispute is finally decided, the arbitral tribunal orders a party to:

- a. Maintain or restore the *status quo* pending determination of the dispute.
- b. Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice of the arbitral procedure itself.
- c. Provide a means of preserving assets out of which a subsequent award may be satisfied; or
- d. Preserve evidence that may be relevant and material to the resolution of the dispute.

3. Before deciding, the arbitral tribunal shall communicate the request to the other party. However, it may grant a conservatory or interim measure without notice to the other party if the requesting party justifies the need not do so to ensure that the effectiveness of the measure is not frustrated. Once the measure is enforced, reconsiderations against the decision may be made.

4. A conservatory or interim measure requested to a judicial authority before the constitution of the arbitral tribunal is not incompatible with the arbitration nor is it considered as waiving the arbitral jurisdiction. Once the measure is enforced, the successful party shall commence the arbitration within following ten (10) days, if it has not already done so. If the successful party does not commence the arbitration within that time limit or, if the arbitration has commenced but the arbitral tribunal is not constituted within ninety (90) days from the measure being granted, the measure is considered null and void as a matter of law.

5. Once the arbitral tribunal is constituted, any of the parties may inform the judicial authority of this fact and request the delivery of the conservatory or interim measure file to the tribunal. The judicial authority is obliged, under liability, to deliver the file regardless of the phase it is in, notwithstanding that any party may submit a copy of the conservatory or interim measure file to the arbitral tribunal. Any delay of the judicial authority in the delivery of the file does not prevent the arbitral tribunal from deciding on the requested, granted or challenged conservatory or interim measure. In this last case, the arbitral tribunal shall process the presented appeal as a reconsideration against the conservatory or interim measure.

6. The arbitral tribunal is authorised to modify, substitute and render void the conservatory or interim measures granted either by the arbitral tribunal or by a judicial authority, even in the case of final judicial decisions. This decision may be adopted by the arbitral tribunal, whether by initiative of a party or, in exceptional circumstances, on its own initiative, upon prior notice to the parties.

7. The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the measure was requested or granted.

8. The party requesting a conservatory or interim measure shall be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances of the case, the measure should not have been granted. In that case, the arbitral tribunal may award such costs and damages at any point during the proceedings.

9. In international arbitration, the parties may also request conservatory or interim measures deemed as appropriate from the competent judicial authority during the arbitral proceedings, with prior authorisation of the arbitral tribunal.

10. The arbitral tribunal shall comply with the rule established in Article 39(5) of this Legislative Decree. (*)

(*) Added by Article 2 of Legislative Decree No. 1231, published on 26 September 2015.

Article 48.- Enforcement of Conservatory Measures Ordered by the Arbitral Tribunal.

1. Upon request of a party, the arbitral tribunal is authorised to enforce the conservatory or interim measures it has granted, unless, at its sole discretion, it deems necessary or convenient to request the assistance of law enforcement officers.

2. In cases of non-compliance with the conservatory or interim measure or when judicial enforcement is required, the interested party shall resort to the competent judicial authority which, by the sole merit of the copies of a document establishing the existence of the arbitration and of the decision on conservatory or interim measures, shall proceed to enforce the measures without admitting any objection or appeal.

3. The judicial authority has no authority to interpret the content or the scope of the conservatory or interim measure. Any request for clarification of these or on the enforcement of the conservatory or interim measure, shall be requested by the judicial authority or by the parties to the arbitral tribunal. Once the measure is enforced, the judicial authority shall notify the arbitral tribunal and deliver a certified copy of the file.

4. All conservatory or interim measures ordered by the arbitral tribunal whose place is outside of the Peruvian territory may be recognised and enforced in the national territory. The provisions of Articles 75, 76 and 77 apply, with the following specificities:

a. Recognition may be refused only on the grounds set forth in Article 75(2) subparagraphs a, b, c and d or when subparagraph d of this Article 48(4) has not been complied with.

b. The party requesting the recognition of a conservatory or interim measure shall submit the original or a copy of the arbitral tribunal's decision, in accordance with the provisions of Article 9.

c. The time limits stated in Article 76(2) and (3) shall be of ten (10) days.

d. The judicial authority may require the requesting party to provide appropriate security if the arbitral tribunal has not already made a determination with respect to security or where such a decision is necessary to protect the rights of third parties. If this requirement is not complied with, the judicial authority may reject the request for recognition.

e. The judicial authority that has jurisdiction over the enforcement of the conservatory or interim measure may reject the request if the conservatory or interim measure is incompatible with the powers conferred upon the judicial authority, unless it decides to reformulate the measure to the extent necessary to adapt it to its own powers and procedures for the purposes of enforcing that measure without modifying its substance or distort it.

Article 49.- Reconsideration.

1. The decisions of the arbitral tribunal other than the award may be appealed through a reconsideration on a party's or the arbitral tribunal's initiative, on duly

justified grounds, within the time limit established by the parties, under the applicable arbitration rules or by the arbitral tribunal. Upon lack of a fixed time limit, the reconsideration shall be presented within three (3) days from the notification of the decision.

2. Unless agreed otherwise, such reconsideration does not suspend the enforcement of the decision.

Article 50.- Settlement.

1. If, during the arbitral proceedings, the parties settle the dispute in whole or in part, the arbitral tribunal shall terminate the proceedings in relation to the agreed issues and, if requested by both parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms, and without the need to state grounds. An award on agreed terms shall have the same effect as any other award on the merits of the case.

2. The proceedings shall continue regarding the issues in dispute not subject of the agreement.

Article 51.- Confidentiality.

1. Unless agreed otherwise, the arbitral tribunal, the secretary, the arbitral institution and, as the case may be, the witnesses, experts and any other person involved in the arbitral proceedings are obliged to maintain confidentiality of the proceedings, including the award, as well as any information they learn through such proceedings, under liability.

2. This duty of confidentiality also extends to the parties, their representatives and legal advisors, except when legally required to disclose the proceedings or, as the case may be, the award in order to protect or enforce a right or to file an application to the competent court for setting aside or for enforcement of the award.

3. In all arbitrations governed by this Legislative Decree in which the Peruvian State intervenes as a party, the arbitral proceedings shall be subject to confidentiality and the award shall be public once the proceedings are terminated.

CHAPTER 5

AWARD

Article 52.- Decision-making.

1. The arbitral tribunal operates with the attendance of the majority of the arbitrators. Any decision shall be made by a majority, unless otherwise decided by the parties. If there is no majority, the decision shall be made by the president.
2. The arbitrators shall vote on all decisions. If an arbitrator fails to so, their vote is considered in favour of the decision of a majority or that of the president, as the case may be.
3. Unless otherwise agreed by the parties or the arbitrators, the president may decide on his own on organisation and conduct of the arbitral proceedings.

Article 53.- Time Limit.

The dispute must be decided and notified within the time limit established by the parties, the applicable arbitration rules or, in the absence thereof, the arbitral tribunal.

Article 54.- Awards.

Unless otherwise agreed by the parties, the arbitral tribunal shall decide the dispute in a single award or in as many partial awards as it deems necessary.

Article 55.- Form of the award.

1. The award shall be made in writing and shall be signed by the arbitrators, who may express their dissenting opinion. When there is more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal or of the president shall suffice, where applicable, provided that the reason for any omitted signature is stated.
2. For these purposes, it is understood that the award is in writing when its content and signatures are recorded and accessible for further consultation in electronic, optical or other support.
3. The arbitrator that has not signed the award nor made a dissenting opinion is understood to agree with the decision of the majority or the president, as the case may be.

Article 56.- Content of the award.

1. The award shall state reasons upon which it is based, unless otherwise agreed by the parties or when it is an arbitral award on agreed terms pursuant to Article 50. The award shall state the date on which it was made and the place of the arbitration determined in accordance with Article 35(1). The award is considered issued in that place.

2. The arbitral tribunal shall decide on the award based on the assumption or allocation of the arbitration costs as referred in section 73.

3. In order to be registered it in the Public Records, the award which comprises a non-signatory party, pursuant to what is regulated by Article 14 of this Legislative Decree, the arbitral decision shall give express reasons.(*)

Article 57.- Rules of law applicable to the merits of the dispute.

1. In domestic arbitration, the arbitral tribunal shall decide the merits of the dispute in accordance with rules of law.

(*) Added by Article 2 of Legislative Decree No. 1231, published on 26 September 2015.

2. In international arbitration, the arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any indication of the law or legal system of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules. Failing any designation by the parties, the arbitral tribunal shall apply the rules of law it deems appropriate.

3. In any of the cases provided for in Article 57(1) and (2), the arbitral tribunal shall decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

4. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the applicable usages and practices.

Article 58.- Rectification, Interpretation, Integration and Exclusion of the award.

1. Unless otherwise agreed by the parties or stated in the applicable arbitration rules:

a. Within fifteen (15) days from the notification of the award, any party may request the rectification of any computational, transcription, typographical or computer errors, or any errors of similar nature.

b. Within fifteen (15) days from the notification of the award, any party may request the interpretation of any unclear, imprecise or questionable fragment stated in the dispositive part of the award, or which affects it in the determination of the scope of enforcement.

c. Within fifteen (15) days from the notification of the award, any party may request the integration of the award for having failed to decide any aspect of the dispute submitted to the arbitral tribunal's decision.

d. Within fifteen (15) days from the notification of the award, any party may request the exclusion of any fragment from the award that was decided by the arbitral tribunal without having been submitted to the arbitral tribunal's decision.

e. The arbitral tribunal shall communicate the request to the other party granting it fifteen (15) days for comments. Once the time limit expires, with or without the party's comments, the arbitral tribunal shall decide on the request within fifteen (15) days. This time limit may be extended on the arbitral tribunal's initiative for fifteen (15) additional days.

f. The arbitral tribunal may also make the rectification, interpretation or integration of the award on its own initiative within ten (10) days from its notification.

2. The rectification, interpretation, integration and exclusion shall form part of the award. No reconsideration may be filed against this decision. The notification of these decisions shall be made within the time limit agreed upon by the parties, established in the applicable arbitration rules or, in lack thereof, in this Article.

3. If the arbitral tribunal does not respond to the request for rectification, interpretation, integration and exclusion within the time limit agreed upon by the parties, established in the applicable arbitration agreement or, in lack thereof, in

this Article, the request shall be considered as denied. Any decision on the rectification, interpretation, integration and exclusion of the award informed outside of the time limit shall not take effect.

Article 59.- Effect of the Award.

1. The award is final, subject to no appeal and compulsory as of the notification to the parties.
2. The award has the effect of *res judicata*.
3. If the obliged party fails to comply with what is ordered by the award, in the established form and time limits or, in lack thereof, within fifteen (15) days from the notification of the award or the decision on rectification, interpretation, integration and exclusions of the award, where applicable; the interested party may request the enforcement of the award from the competent judicial authority, unless Article 67 is applicable.

Article 60.- Termination of the proceedings.

1. The arbitral proceedings and the mandate of the arbitral tribunal are terminated by the award by which the dispute is finally decided and, where applicable, by the decision on the rectification, interpretation, integration and exclusion of the award, notwithstanding what is stated in Article 67.
2. The arbitral tribunal shall also issue an order for the termination of the arbitral proceedings:
 - a. When the claimant withdraws its claim, unless the respondent objects thereto and the arbitral tribunal recognises a legitimate interest on its part in obtaining a final resolution of the dispute.
 - b. When the parties agree on the termination of the proceedings.
 - c. When the arbitral tribunal finds that the continuation of the proceedings has become unnecessary or impossible.

Article 61.- Preservation of the case file.

1. Upon expiry of the time limit established for this purpose by the parties or, in lack thereof, a time limit of three (3) months from the termination of the proceedings, the arbitral tribunal's duties to preserve the arbitration file shall cease. Within that time limit, any party may request the arbitral tribunal to deliver the documents submitted by it. The arbitral tribunal shall comply with the request if it not against the confidentiality of the arbitral deliberations and the requesting party bears the corresponding expenses.

2. Either party may also request, at its own expense, that the proceedings be transferred to the custody of Chambers of Commerce or arbitral institutions offering services for the preservation and archiving of arbitral files.

3. If an application for setting aside is filed against the award, the arbitral tribunal is obliged to preserve the original file and to deliver the relevant copies requested by the interested party, at its expense. Once the application for setting aside has been finally decided, Article 61(1) and (2) shall apply, unless the arbitral proceedings are to be resumed or the case file is to be delivered to a new arbitral tribunal or judicial authority in order to decide the dispute.

CHAPTER 6

SETTING ASIDE AND ENFORCEMENT OF THE AWARD

Article 62.- Application for setting aside.

1. Recourse against an arbitral award may be made only by an application for setting aside. That recourse is the only means of challenging the award and its purpose is to review the validity of the award under specific grounds established in Article 63.

2. That recourse is decided by stating the validity or annulment of the award. It is forbidden under liability to decide on the merits of the dispute or on the content of the decision, or to analyse the criteria, reasons or interpretations presented by the arbitral tribunal.

Article 63.- Grounds for setting aside.

1. The award may be set aside only if the party making the application alleges and furnishes proof that:

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a. The arbitration agreement is non-existent, null and void, annulable, invalid or ineffective.

b. A party has not been given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case.

c. The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or the applicable arbitration rules, unless such agreement or provision was in conflict with a provision of this Legislative Decree from which the parties cannot derogate, or, in lack of such agreement or rules, was not in accordance with this Legislative Decree.

d. The arbitral tribunal has decided on matters not submitted to its decision.

e. The arbitral tribunal has decided on matters which, pursuant to the law, are manifestly not capable of settlement by arbitration, in case of domestic arbitration.

f. Under the law of the Republic, the subject-matter of the dispute is not capable of settlement by arbitration, or the award is in conflict with the international public policy, in case of international arbitration.

g. The dispute was decided outside of the time limit agreed upon by the parties, foreseen in the applicable arbitration rules or established by the arbitral tribunal.

2. The grounds established in subparagraphs a, b, c and d of Article 63(1) shall be admissible only if they were subject of an express plea timely made by the affected party before the arbitral tribunal, and were rejected.

3. In the case of the grounds foreseen in subparagraphs d and e of Article 63(1), the setting aside shall only affect the matters not submitted to the arbitral tribunal's decision or not capable of settlement by arbitration, provided that these can be separated from the others; otherwise, the setting aside shall affect the whole award. Similarly, the grounds provided for in subparagraph e may be assessed *ex officio* by the Superior Court when deciding on the application for setting aside.

4. The grounds foreseen in subparagraph g of Article 63(1) shall be admissible only if the affected party had previously expressed its objection to the arbitral tribunal unequivocally and in writing, and if its conduct in the subsequent arbitral proceedings is not incompatible with the recourse on those grounds.

5. In international arbitration, the grounds foreseen in subparagraph a of Article 63(1) shall be evaluated pursuant to the law chosen by the parties to govern the arbitration agreement, by the law applicable to the merits of the dispute, or by Peruvian law, whichever is more favourable for the validity and efficacy of the arbitration agreement.

6. In international arbitration, the grounds provided for in subparagraph f may be assessed *ex officio* by the Superior Court that has jurisdiction over the application for setting aside.

7. Setting aside of the award is inadmissible if the grounds invoked could have been amended by rectification, interpretation, integration or exclusion of the award, and the interested party failed to request them.

8. When neither party to the arbitration is Peruvian or has its domicile, primary residence or principal place of business in the Peruvian territory, the recourse to setting aside proceedings may be expressly waived or limited to one or more grounds established in this Article. If the parties have waived their right to apply for setting aside and the award is to be enforced in the Peruvian territory, the provisions of Chapter VIII shall apply.

Article 64.- Setting aside proceedings.

1. The application for setting aside is filed before the competent Superior Court within the twenty (20) days from the notification of the award. When the rectification, interpretation, integration or exclusion of the award has been requested or made at the initiative of the arbitral tribunal, the application for setting aside shall be filed within twenty (20) days from the notification of the last decision on these matters or from the expiry of the time limit to resolve them, if the arbitral tribunal has not pronounced itself.

2. The application for setting aside must contain a precise indication of the ground or grounds for setting aside that must be duly substantiated and supported by the corresponding evidence. Only documents may be presented. The parties may submit relevant copies of the arbitration file in their possession. Exceptionally, and for justifiable reasons, the parties or the Court may request that the arbitral tribunal send the relevant copies of the file, without the need for the original documentation to be sent. Similarly, the application for setting aside must fulfil any other requirements agreed upon by the parties to ensure compliance with the award.

3. The competent Superior Court shall decide on the admission of the application for setting aside within the following ten (10) days, except in the case provided for in Article 66(4), in which case the procedure established therein must be complied with beforehand. Once the application for setting aside has been declared admissible, it shall be notified to the other party so that it can present its allegations and offer the corresponding evidence within a period of twenty (20) days. Only documents may be presented.

4. Upon expiry of the time limit, a date shall be set for the hearing within the following twenty (20) days. At the hearing, the Superior Court that has jurisdiction over the setting aside may suspend the judicial proceedings for a period not exceeding six (6) months in order to give the arbitral tribunal the opportunity to resume the arbitration proceedings or to take any other action that, in the opinion of the arbitrators, eliminates the grounds for setting aside. Otherwise, it shall rule within twenty (20) days thereafter.

5. A cassation appeal may be filed before the Civil Chamber of the Supreme Court against the decision of the Superior Court only if the award has been set aside in whole or in part.

Article 65.- Consequences of Setting Aside.

1. Once the award has been set aside, the following procedure shall be followed:

a. If the award is set aside on the grounds provided for in Article 63(1)(a), the matter that was submitted to arbitration may be submitted in courts, unless otherwise agreed by the parties.

b. If the award is set aside on the grounds provided for in Article 63(1)(b), the arbitral tribunal must resume the arbitration from the time when the manifest violation of the right of defence was committed.

c. If the award is set aside on the grounds provided for in Article 63(1)(c), the parties must proceed to a new appointment of arbitrators or, as the case may be, the arbitral tribunal must resume the arbitration from the stage at which the agreement of the parties, the arbitration rules or the applicable legal provision was not complied with.

d. If the award, or part thereof, is set aside on the grounds provided for in Article 63(1)(d), the matter not submitted to arbitration may be submitted to a new

arbitration if it is covered by the arbitration agreement. Otherwise, the matter may be submitted in courts, unless agreed otherwise by the parties.

e. If the award, or part thereof, is set aside on the grounds provided for in Article 63(1)(e), the matter not capable of settlement in arbitration may be submitted to courts.

f. If the award is set aside on the grounds set forth in Article 63(1)(g), a new arbitration may be initiated, unless the parties agree to compose a new arbitral tribunal to decide the dispute on the basis of the arbitral proceedings or, in the case of domestic arbitration, within fifteen (15) days from the notification of the judgement setting aside the award, the parties agree that the Superior Court that resolved the application for setting aside shall decide on the merits of the dispute in sole instance.

2. The setting aside of the award shall not prejudice the evidence submitted during the arbitration proceedings, which may be assessed at the discretion of the arbitral tribunal or, as the case may be, by the judicial authority.

Article 66.- Security for Compliance with the Award

1. The filing of an application for setting aside does not suspend the obligation to comply with the award or its arbitral or judicial enforcement, except when the party challenging the award requests the suspension and complies with the requirement of providing the security agreed by the parties or established in the applicable arbitration rules. When examining the admissibility of the application for setting aside, the Superior Court shall verify compliance with the requirement and, if applicable, shall grant the suspension.

2. If no such requirement has been agreed upon, at the request of the party, the Superior Court shall grant the suspension, if the challenging party provides a joint and several, unconditional and automatic bank guarantee in favour of the other party for a term of not less than six (6) months, renewable for the entire time the setting aside is pending and for an amount equivalent to the value of the amounts due under the award.

3. If the award, in whole or in part, is purely declaratory or cannot be valued in money or if it requires determination that is not only a mathematical operation, the arbitral tribunal may indicate a reasonable amount in the award for the constitution of the bank guarantee under the same conditions as in Article 66(2), as a

requirement for ordering the suspension of the enforcement, unless otherwise agreed by the parties.

4. When the arbitral tribunal has not determined the amount, the challenging party may request the determination of the amount of the bank guarantee provided for in Article 66(3) from the Superior Court deciding on the application for setting aside. When the challenging party does not agree with the determination made by the arbitral tribunal, it may also request its reduction. The Superior Court, after giving notice to the other party and a time limit of three (3) days for comments, shall fix the final amount in a decision subject to no appeal.

5. The offered guarantee must be renewed before its expiry date while the setting aside is pending, under warning that failure to renew would lead to enforcement of the award. To that end, the Superior Court, at the request of the interested party, as the case may be, shall send an official letter to the financial institutions to facilitate the renewal.

6. If the application for setting aside is dismissed, the Superior Court, under liability, shall deliver the bank guarantee to the party successful in the setting aside proceedings. Otherwise, under liability, it shall return it to the party that filed the application for setting aside.

Article 67.- Enforcement of the Award by the Arbitral Tribunal.

1. Upon request of a party, the arbitral tribunal is empowered to enforce its awards and decisions, subject to the agreement of the parties or as provided for in the applicable arbitration rules.

2. An exception to the provisions of Article 67(1) shall be made in the case in which, at its sole discretion, the arbitral tribunal deems it necessary or convenient to request the assistance of law enforcement officers. In this case, the arbitral tribunal shall cease its functions without incurring in any liability and shall deliver to the interested party, at the latter's expense, a copy of the corresponding case file so that it may resort to the competent judicial authority for enforcement.

Article 68.- Judicial Enforcement of the Award.

1. The interested party may request the enforcement of the award from the competent judicial authority, attaching a copy of the award and its rectifications,

interpretations, integrations and exclusions and, if applicable, of the enforcement proceedings carried out by the arbitral tribunal.

2. The judicial authority, by the sole merit of the documents referred to in Article 68(1), shall issue a writ of enforcement so that the party against which the enforcement is sought complies with its obligation within a time limit of five (5) days, under warning that failure to comply would lead to a coercive enforcement.

3. The party against which the enforcement is sought may only oppose to it if it proves with documents that it has complied with its obligation or that the enforcement should be suspended in accordance with Article 66. The judicial authority shall transfer the opposition to the other party with a time limit of five (5) days for comments. Once this period has expired, it shall decide within the following five (5) days. The decision declaring the opposition founded may be appealed with suspensive effect.

4. The judicial authority is prohibited, under liability, from admitting any recourse that hinders the enforcement of the award.

CHAPTER 7

COSTS OF THE ARBITRATION

Article 69.- Powers to determine costs.

Any party has the power to adopt rules relating to the arbitration costs, either directly or by reference to arbitration rules. In the absence of agreement, the arbitral tribunal shall make the appropriate decision, subject to the provisions of this Chapter.

Article 70.- Costs.

The arbitral tribunal shall fix the arbitration costs in the award. The costs of the arbitration include:

- a. The fees and expenses of the arbitral tribunal.
- b. The fees and expenses of the secretary.
- c. The administrative expenses of the arbitration institution.

- d. Fees and expenses of experts or any other assistance required by the arbitral tribunal.
- e. Reasonable costs incurred by the parties for their defence in the arbitration.
- f. All other reasonable expenses incurred in the arbitration proceedings.

Article 71.- Fees of the Arbitral Tribunal.

The fees of the arbitral tribunal and the secretary, if any, shall be established in a reasonable manner, taking into account the amount in dispute, the size and complexity of the case, the time spent by the arbitrators, the conduct of the arbitral proceedings as well as arbitral customs and practice, and any other relevant circumstances of the case.

Article 72.- Advances.

1. Once constituted, the arbitral tribunal may require each of the parties to pay an advance on costs provided for in Article 70. During the arbitral proceedings, the arbitral tribunal may request additional advances from the parties. The parties shall bear the advances in equal proportions, without prejudice the arbitral tribunal's decision on the allocation of costs in the award.

2. Notwithstanding the provisions of Article 72(1), the arbitral tribunal, if it deems it appropriate under the circumstances, may fix separate advances for each of the parties, considering their respective claims. In that case, the arbitral tribunal shall only decide on claims that have been covered by the respective advances. If the advances have not been paid, the respective claims may be excluded from the scope of the arbitration.

3. If one or both parties fail to deposit the respective advances due within the fixed time limits, the arbitral tribunal may suspend the arbitral proceedings irrespective of their phase. If in the opinion of the arbitral tribunal a reasonable period of suspension has elapsed without the obligated party having performed its obligation or the other party having assumed such obligation, the arbitral tribunal, at its sole discretion, may order the termination of the arbitral proceedings.

4. The decision of the arbitral tribunal to terminate the proceedings in the event of non-compliance with the obligation to pay the corresponding advances does not

prejudice the arbitration agreement. The same rule applies to claims excluded from arbitration because of not having been covered by the respective advances.

5. The arbitral tribunal may not charge additional fees for the award rectification, interpretation, integration or exclusion. In case of enforcement by the arbitral tribunal, additional fees may be paid depending on the complexity and duration of the enforcement.

Article 73.- Assumption or allocation of costs.

1. In imposing or allocating the costs of the arbitration, the arbitral tribunal shall take into account the parties' agreement. In the absence of agreement, the costs of arbitration shall be borne by the losing party. Notwithstanding, the arbitral tribunal may decide in what proportion the costs shall be borne by the parties, if it considers that such allocation is reasonable, taking into account the circumstances of the case.

2. When the arbitral tribunal orders the termination of the arbitration proceedings by settlement, withdrawal, declaration of lack of jurisdiction or for any other reason, it shall fix the costs of the arbitration in its decision or award.

3. The arbitral tribunal shall also fix the final fees of the replaced arbitrator, taking into consideration the phase of the arbitral proceedings, in a final decision subject to no appeal.

CHAPTER VIII

RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS

Article 74.- Applicable Rules.

1. "Foreign Award" means an arbitral award issued in the territory other than Peru. Such awards shall be recognised and enforced in Peru in accordance with the following agreements, considering the limitation periods provided for in Peruvian law:

a. The Convention on the Recognition and Enforcement of Foreign Arbitral Awards, adopted in New York on 10 June 1958, or

b. The Inter-American Convention on International Commercial Arbitration, adopted in Panama on 30 January 1975, or

c. Any other treaty on the recognition and enforcement of arbitral awards to which Peru is a party.

2. Unless the parties have agreed otherwise, the applicable treaty shall be the one most favourable to the party seeking recognition and enforcement of a foreign award.

Article 75.- Grounds for refusing recognition or enforcement.

1. This Article shall apply in the absence of a treaty, or even if there is one, if these rules are, in whole or in part, more favourable to the party requesting recognition of a foreign award, taking into account the limitation periods provided for in Peruvian law.

2. Recognition of a foreign award may be refused at the request of the party against whom it is invoked, only if that party furnishes proof that:

a. A party to the arbitration agreement was under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made.

b. The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present its case.

c. The award deals with a difference not contemplated by the arbitration agreement or it contains decisions on matters beyond the scope of the arbitration agreement.

d. The composition of the arbitral tribunal or the arbitral proceedings were not in accordance with the agreement of the parties, or, failing such agreement, were not in accordance with the law of the country where the arbitration took place.

e. The award has not yet become binding on the parties or has been set aside or suspended by a competent judicial authority of the country in which, or under the law of which, that award was made.

3. Recognition of a foreign award may also be refused if the competent judicial authority finds that:

a. Under Peruvian law, the subject matter of the dispute is not capable of settlement by arbitration.

b. The award is contrary to international public policy.

4. The recognition of the award shall not be refused on the ground provided for in Article 75(2)(a) if the party invoking it participated in the arbitration proceedings and did not invoke the lack of the arbitral tribunal's jurisdiction due to the invalidity of the arbitration agreement, or if the arbitration agreement is valid under Peruvian law.

5. The recognition of the award shall not be refused on the ground provided for in Article 75(2)(b) if the party invoking it participated in the arbitral proceedings and did not present a timely objection to the arbitral tribunal about the lack of notification of the appointment of an arbitrator or of the arbitral proceedings or about the violation of its right of defence.

6. The recognition of the award shall not be refused on the ground provided for in Article 75(2)(c) if it deals with matters submitted to arbitration that can be separated from those not so submitted.

7. The recognition of the award shall not be refused on the ground provided for in Article 75(2)(d) if the party invoking it participated in the arbitral proceedings and did not invoke the lack of the arbitral tribunal's jurisdiction due to the fact that its composition was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or did not present a timely objection to the arbitral tribunal that the arbitral proceedings were not in accordance with the agreement of the parties or, failing such agreement, were not in accordance with the law of the country where the arbitration took place.

8. If a request has been made to a competent judicial authority of the country in which, or under the law of which, the award was made, for the setting aside or suspension of a foreign award, as provided for in Article 75(2)(e), the competent Superior Court deciding on the recognition of the award may, if it deems it appropriate, defer the decision on the recognition and, at the request of the party

seeking recognition of the award, may also order the other party to provide an appropriate security.

Article 76.- Recognition.

1. The party requesting the recognition of a foreign award shall submit the original or a copy of the award, in accordance with the provisions of Article 9. The application shall be processed in non-contentious proceedings, without the intervention of the Public Prosecutor's Office.
2. Once the application is declared admissible, the competent Superior Court shall transfer it to the other Party so that within a twenty (20) days it may present its comments.
3. Upon expiry of the time limit, a date shall be set for a hearing within the following twenty (20) days. At the hearing, the competent Superior Court may adopt, where appropriate, the decision provided for in Article 75(8). Otherwise, it shall rule within twenty (20) days thereafter.
4. A cassation appeal may be filed against the decision of the Superior Court only if the recognition of the award has been refused in whole or in part.

Article 77 Enforcement.

Once the award has been recognised, in whole or in part, the enforcement shall be decided by the competent judicial authority, as provided for in Article 68.

Article 78. Application of the most favourable rule.

Where the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, adopted in New York on 10 June 1958, is applicable, the following shall be considered:

1. Pursuant to Article VII (1) of the Convention, the provisions of this Legislative Decree shall apply when they are more favourable to the party that requests the recognition and enforcement of the award.

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2. Pursuant to Article VII (1) of the Convention, the interested party may avail itself of any rights it may have under the laws or treaties to which Peru is a party to obtain recognition of the validity of the arbitration agreement.

3. Where the provisions of Article II (2) of the Convention apply, this provision shall be applied recognising that the circumstances it describes are not exhaustive.

SUPPLEMENTARY PROVISIONS

ONE. Chambers of Commerce.

For the purpose of this Legislative Decree, Chambers of Commerce are understood to be the Chambers of Commerce that exist in each province of the Republic.

When there is more than one Chamber of Commerce in the same province, it is understood that the reference is to the oldest Chamber of Commerce.

TWO. Agreements.

Arbitration institutions shall be able to enter into cooperation agreements with public and private institutions for the purposes of facilitating the enforcement of conservatory or interim measures ordered by or awards issued by arbitral tribunals within the framework of the Legislative Decree.

THREE. Arbitration clause and Compromis.

As of the entry into force of this Legislative Decree, all legal and contractual references to arbitration clauses or compromis shall be understood to refer to the arbitration agreement provided for in this Legislative Decree.

FOUR. Judge and Arbitral Tribunal.

As of the entry into force of this Legislative Decree, all legal references to judges for the purpose of resolving a dispute or making a decision may also be understood as references to an arbitral tribunal, provided that the matter is capable of settlement by arbitration and there is an arbitration agreement between the parties.

FIVE. Designation of Legal Entity.

When a legal entity is designated as an arbitrator, it shall be understood that such designation refers to its functions as appointing authority.

SIX. Statutory Arbitration.

An arbitration agreement may be included in the statutes of a legal entity to decide disputes between the legal entity and its members, directors, administrators, representatives and officers or those arising between them regarding their rights or obligations, or those relating to compliance with the statutes or the validity of agreements.

The arbitration agreement shall cover all members, directors, administrators, representatives and officers who become members of the company, as well as those who, before the disputes have arisen, had ceased to be members of the company.

The arbitration agreement shall not cover the convening of meetings, assemblies and boards or when an authorization requiring the intervention of the Public Prosecutor's Office is required.

SEVEN. Arbitration related to succession.

By testamentary stipulation, the submission to arbitration of disputes that may arise between successors, or between them and the executors, including those related to the inventory of the estate, its valuation, administration and partition, may be determined.

If there is no testament or the testament does not provide for arbitration, the successors and the executors may conclude an arbitration agreement to settle the disputes provided for in the preceding paragraph.

EIGHT. Default and Termination of Contract.

For the purposes of the provisions of Articles 1334 and 1428 of the Civil Code, the reference to the notification of the claim shall be understood to refer, in arbitration, to the receipt of the request to refer a dispute to arbitration.

NINE. Limitation Periods.

The notification of the request for arbitration interrupts the limitation period of any right to bring a claim related to the dispute submitted to arbitration, provided that

the arbitral tribunal is constituted. The interruption of the limitation period is without effect when the award is set aside or when the termination of the arbitral proceedings is ordered in any manner provided for in this Legislative Decree.

Any agreement contained in the arbitration agreement aimed at preventing the effects of the limitation periods is void.

TEN. Prevalence.

The procedural provisions of this decree with respect to any judicial action prevail over the provisions of the Code of Civil Procedure.

ELEVEN. Enforceability.

For the purposes of the reimbursement of the arbitrators' fees, the decision of the arbitral tribunal or arbitration institution ordering the reimbursement of such fees, as well as the final court's decision setting aside the award due to the expiry of the time limit for resolving the dispute, are enforceable.

TWELVE. Constitutional proceedings.

For the purposes of the provisions of Article 5 (2) of the Code of Constitutional Procedure, it is understood that the application for setting aside of the award is a specific and suitable means of protecting any constitutional right threatened or violated during the arbitration or in the award.

THIRTEEN. Expert Proceedings.

This Legislative Decree shall apply, as appropriate, to expert proceedings in which the parties appoint third parties to rule exclusively on technical issues or questions of fact. The decision of the experts shall be binding on the parties and shall be observed by the judicial authority or arbitral tribunal deciding a legal dispute involving the questions elucidated by the experts, unless otherwise agreed.

FOURTEEN. Enforcement of an ICSID Award.

For the enforcement of an award issued by an arbitral tribunal of the International Centre for Settlement of Investment Disputes (ICSID), the rules governing the procedure for the enforcement of awards issued by international tribunals shall apply, as if it were a final judgement of a court existing in any State, in accordance

with the Convention on the Settlement of Investment Disputes between States and Nationals of other States, adopted in Washington on 18 March 1965.

TRANSITIONAL PROVISIONS

ONE. Type of Arbitration

In domestic arbitration, arbitration agreements or, as the case may be, arbitration clauses and compromis concluded prior to this Legislative Decree, which do not expressly determine the type of arbitration, shall be governed by the following rules:

1. For arbitration clauses and compromis concluded under the Code of Civil Procedure of 1911 and the Civil Code of 1984 that did not expressly establish the type of arbitration, arbitration is in law.
2. For arbitration agreements concluded under the Decree Law No. 25935 that did not expressly establish the type of arbitration, arbitration is in law.
3. For arbitration agreements concluded under the Law No. 26572 that did not expressly establish the type of arbitration, arbitration is in equity.

Unless otherwise agreed, any disagreement as to the type of arbitration shall be decided by the arbitral tribunal as a matter prior to the submission of the statement of claims.

TWO. Pending proceedings.

Unless otherwise agreed, in cases where prior to the entry into force of this legislative decree a party has received a request to submit the dispute to arbitration, the arbitral proceedings shall be governed by the provisions of Law No. 26572, General Arbitration Law.

THREE. Recognition and Enforcement of Foreign Arbitral Awards.

Proceedings for the recognition and enforcement of foreign arbitral awards commenced before the entry into force of this legislative decree shall continue to be governed by the provisions of Law No. 26572, General Arbitration Law.

AMENDING PROVISIONS

ONE. Amendment of the Civil Code.

Let a last paragraph be added to Article 2058 of the Civil Code as approved by the Legislative Decree No. 295 with the following wording:

“This Article applies exclusively to the authority of courts and shall not affect the power of the parties to submit to arbitration actions of a patrimonial nature.”

TWO. Amendment of the Code of Civil Procedure.

Let a last paragraph be added to Article 384 of the Code of Civil Procedure of the Single Revised Text as approved by Ministerial Resolution No. 351-2004-JUS with the following wording:

“In the cases provided for in the Arbitration Act, the purpose of the cassation appeal is to review the decisions of the Superior Courts, for a correct application of the grounds for setting aside of the arbitral awards and the grounds for recognition and enforcement of foreign arbitral awards.”

THREE. Amendment of the General Law of Companies

1. Article 48 of Law No. 26887, General Law of Companies, shall be amended according to the following wording:

“Article 48 - Arbitration.

The partners or shareholders may, in the articles of incorporation or statutes, include an arbitration agreement to decide disputes that the company may have with its partners, shareholders, directors, administrators and representatives, those arising between them regarding their rights or obligations, those relating to compliance with the statutes or the validity of the agreements and for any other situation provided for in this law.

The arbitration agreement shall cover the partners, shareholders, directors, administrators and representatives who become members of the company, as well as those who, at the time the disputes has arisen, had ceased to be members of the company.

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The arbitration agreement shall not cover the convenings of shareholders' or partners' meetings.

The articles of incorporation or statutes shall also provide for a conciliation procedure to decide the dispute in accordance with the law governing the matter.”

2. Article 14(4) of Law No.26887, General Law of Companies, shall be amended according to the following wording:

“The general manager or the administrators of the company, as the case may be, enjoy the general and special powers of procedural representation indicated in the Code of Civil Procedure and the powers of representation provided for in the Arbitration Law, by their sole appointment, unless otherwise stipulated.”

3. Article 188 (2) of Law No. 26887, General Law of Companies, shall be amended according to the following wording:

2. “To represent the company, with the general and special powers provided for in the Code of Civil Procedure and the powers provided for in the Arbitration Law.”

FOUR. Amendment of the Law on Guarantees over Moveable Property

Article 48 of Law No. 28677, Law on Guarantees over Moveable Property shall be amended according to the following wording

“Article 48 - Arbitration.

Disputes that may arise during the enforcement of security rights over moveable property shall be submitted to arbitration, in accordance with the applicable law.”

SOLE REPEALING PROVISION

Let Article 1399 (2) and Article 2064 of the Civil Code approved by Legislative Decree No. 295 and Law No. 26572, General Arbitration Law, be repealed.

FINAL PROVISIONS

ONE. Popular Arbitration

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Popular arbitration is an institutional arbitration that is decided in law, by a sole arbitrator or a tribunal. An arbitration institution is in charge of its organization and administration, according to the terms and arbitrable matters to be established in the respective Supreme Decree.

In popular arbitration, in the case of arbitration decisions recorded in the Public Registries, there shall be no restriction on the amount.

The access to arbitration for the settlement of disputes for all citizens shall be declared of national interest. For this purpose, the Ministry of Justice and Human Rights shall be responsible for the creation, promotion and enforcement of different actions that shall contribute to the dissemination, development and use of popular arbitration in the country, favouring the access of most of the population to this alternative dispute resolution mechanism, at appropriate costs.

Popular Arbitration shall be conducted by the Ministry of Justice and Human Rights. It may be enforced also in coordination with any entity of the public sector, with any individual or legal entity of the private sector, or with any national or international institution or organization, through the conclusion of agreements of any type.

The Ministry of Justice and Human Rights may also promote the creation of arbitration institutions by approving standard forms for the constitution of arbitration institutions in the form of associations, as well as standard arbitration regulations.(*)

TWO. Adaptation

The arbitration institutions shall adapt their respective regulations, including those approved by law, to the provisions of this Legislative Decree, as necessary, until 31 August 2008.

THREE. Term

This Legislative Decree shall enter into force on 1 September 2008, except for the Second Final Provision, which shall enter into force on the day following the publication of this decree.

FOUR. Provisions on Popular Arbitration

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The Supreme Decree referred to in the first final provision of Legislative Decree No. 1071, Legislative Decree Regulating Arbitration, shall be issued within ninety (90) calendar days from the publication of this Legislative Decree. (**)

FIVE. Publication of Arbitral Awards

The awards issued in arbitration proceedings where the State is a party shall be sent by the State entity or State company participating in such arbitration proceedings, and within 30 calendar days, to the Supervising Agency of Public Procurement (OSCE) for publication on its institutional website (www.osce.gob.pe). Such awards shall be kept published for at least one (1) year (***).

(*) Provision amended by Article 1 of Legislative Decree No.1231, published on 26 September 2015.

(**) Provision incorporated by Article 2 of Legislative Decree No.1231, published on 26 September 2015.

(***) Provision incorporated by Article 2 of Legislative Decree No.1231, published on 26 September 2015.

SIX. Funding

The actions that, in accordance with this decree, shall be carried out by the Ministry of Justice and Human Rights are financed from its institutional budget, without requiring additional resources from the Public Treasury”. (*)

THEREFORE:

I order it to be published and complied with, reporting to the Congress of the Republic.

Given at the Government House, in Lima, on the twenty-seventh day of the month of June year two thousand eight.

ALAN GARCÍA PÉREZ

Constitutional President of the Republic of Peru

LIMA CHAMBER OF COMMERCE

JORGE DEL CASTILLO GÁLVEZ

President of the Council of Ministers

ROSARIO DEL PILAR FERNÁNDEZ FIGUEROA

Minister of Justice

(*) Provision incorporated by Article 2 of Legislative Decree No.1231, published on 26 September 2015.