



ARBITRATION RULES MIAC-CAMACOL

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INTRODUCTORY PROVISIONS

Miami International Arbitration Center of CAMACOL is an institution of the Latin Chamber of Commerce of the United States of America (CAMACOL), hereinafter MIAC-CAMACOL, which provides services for the administration of domestic and international arbitrations in specialized matters.

MIAC-CAMACOL is positioned in a strategic geographic and commercial hub that calls for forward-looking rules. The arbitral function governed by these rules belongs exclusively to the arbitrators, while the activities of MIAC-CAMACOL are administrative in nature.

MIAC-CAMACOL operations ensure efficiency through the adoption of international best practices and the use of technological tools to facilitate the proceedings under its administration.

MIAC-CAMACOL offers the benefits of a highly qualified team with knowledge of civil-law and common-law legal systems and broad experience in international arbitration policies and practices.

MIAC-CAMACOL gives the highest priority to the ethical standards of its institutional staff and of the participants in the arbitral process.

MODEL ARBITRATION CLAUSE

“Any controversy, dispute or claim arising out of or relating to this contract, including any question concerning its existence, validity, interpretation, performance or termination, shall be finally resolved by arbitration administered by Miami International Arbitration Center of the Latin Chamber of Commerce of the United States of America —MIAC-CAMACOL—, in accordance with its Arbitration Rules.”

It is recommended to specify:

- Number of arbitrators
- Seat
- Applicable law
- Language

STANDARD ARBITRATION RULES

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1.- Scope of Application

1. These rules and the other institutional documents of MIAC-CAMACOL apply to parties that have agreed to submit their disputes to Miami International Arbitration Center of CAMACOL, refer to MIAC-CAMACOL, the Miami Arbitration Center, and/or use other language that reasonably reflects the parties' intention to submit their disputes to our institution.
2. The proceedings shall be governed by the rules in force on the date of commencement of the arbitration.
3. If any of these rules conflicts with a mandatory rule of the seat of arbitration that the parties may not derogate from, that rule shall prevail.

ARTICLE 2.- Confidentiality

1. Unless otherwise agreed, every person shall maintain strict confidentiality regarding all aspects relating to the arbitration, except to the extent necessary to protect or exercise their rights or to comply with legal or regulatory obligations.
2. MIAC-CAMACOL may publish excerpts of decisions or arbitral awards for informational, educational purposes, or for the development of arbitral practice, provided that such excerpts are published in an anonymized form.

ARTICLE 3.- Exclusion of Liability

1. No liability shall arise from any act or omission relating to the arbitration on the part of CAMACOL, MIAC-CAMACOL, its staff, the Court of Arbitration, the Arbitral Secretariat, the arbitral tribunal and/or the experts appointed by it.

2. In cases of willful misconduct, liability is personal and rests exclusively with the person who engaged in such conduct.

ARTICLE 4.- Notices and Time Limits

1. Any notice or communication shall be made by any means, physical or electronic, agreed by the parties that permits evidence of its transmission to the addressee's last known address.
2. A notice or communication made in accordance with the preceding paragraph shall be deemed received by the addressee on the date on which, under normal circumstances, it should have been received, according to the means used.
3. All time limits shall be calculated in business days from the day following the date on which the notice or communication is deemed received.
4. The Arbitral Tribunal may extend the time limits set in the proceeding, on its own initiative or at the request of a party, where there is good cause. Likewise, MIAC-CAMACOL and/or the Arbitral Tribunal, as applicable, may extend any time limit granted for compliance with requests, orders or procedural steps.

ARTICLE 5.- Representation of the Parties

1. The parties may be represented or assisted by persons of their choice, without the need for such persons to be lawyers admitted in any specific jurisdiction, unless otherwise provided by the law of the seat.
2. The identity and contact details of representatives shall be communicated in a timely manner by the parties to the Arbitral Tribunal, the opposing party and the General Secretariat.
3. If a change of representative may reasonably give rise to a conflict of interest with one or more arbitrators, the Arbitral Tribunal, after hearing the parties, may adopt measures to safeguard the integrity of the proceedings, including, among others, prohibiting or limiting the representative's participation in arbitral proceedings.

ARTICLE 6.- Third-Party Funding

1. Each party shall disclose the existence and identity of any person, whether natural or legal, who is not a party to the arbitration but has an economic interest in its outcome or is obligated to make payments under the award by virtue of a funding agreement, insurance arrangement or other similar instrument.
2. The disclosure obligation is continuing throughout the proceedings, and any change in the arrangements referred to in the preceding paragraph shall be communicated without delay.

CHAPTER II

CONSTITUTION OF THE ARBITRAL TRIBUNAL

ARTICLE 7.- Number of Arbitrators

1. The parties may freely agree on the number of arbitrators, either one or three. If they have not agreed on the number, the default shall be a sole arbitrator, unless the Court considers that the nature, amount or complexity of the dispute justifies three arbitrators.

ARTICLE 8.- Appointment of Arbitrators

1. *Sole Arbitrator.* Where the parties have agreed that the dispute shall be decided by a sole arbitrator, they shall appoint the sole arbitrator by mutual agreement in the Request for Arbitration and the Answer to the Request. If they fail to do so within the time limit established by the Secretariat General, the sole arbitrator shall be appointed by the Appointments Chamber of the Court from among the arbitrators included in the MIAC-CAMACOL Panel of Arbitrators.
2. *Three-Member Arbitral Tribunal.* Where the parties have agreed that the Arbitral Tribunal shall consist of three arbitrators, each party shall appoint one arbitrator in the Request for Arbitration and the Answer to the Request, as applicable. The third arbitrator, who shall serve as the President of the Arbitral Tribunal, shall be appointed by mutual agreement of the two arbitrators so appointed. If they fail to reach such agreement within the time limit established by the

Secretariat General, the third arbitrator shall be appointed by the Appointments Chamber of the Court from among the arbitrators included in the MIAC-CAMACOL Roster of Arbitrators.

3. Arbitrators shall be subject to confirmation by the Court, unless they are included in the MIAC-CAMACOL Roster of Arbitrators. Where the Appointments Chamber of the Court is required to appoint an arbitrator, it may offer the parties a list procedure or proceed directly with the appointment.
4. Where there are multiple claimants or respondents, they shall act jointly for the appointment of the arbitrators.
5. Unless a non-signatory party objects to the procedure for the appointment of arbitrators within the time limit granted to answer the other party's submission, that party shall join the proceeding at the stage at which it then stands.

ARTICLE 9.- Independence and Impartiality

1. Before accepting the appointment, every designated arbitrator shall sign a “Statement of Acceptance, Availability, Impartiality and Independence,” disclosing any circumstance that may give rise to justifiable doubts as to their independence or impartiality.
2. The duty of disclosure is continuing. The arbitrator shall inform the General Secretariat, the parties and the other arbitrators without delay of any circumstance that arises during the arbitration and may give rise to such doubts.
3. For purposes of the statement, arbitrators may take into account internationally accepted standards on conflicts of interest in international arbitration, without this entailing their automatic incorporation as rules of applicable law.

ARTICLE 10.- Challenge

1. An arbitrator may be challenged if circumstances exist that, from an objective standpoint, give rise to justifiable doubts as to their impartiality or independence.

2. A party may challenge an arbitrator appointed by that party only for reasons of which it became aware after the appointment.
3. A request for challenge shall be submitted in writing to the General Secretariat within 15 days following the date on which the party was notified of the appointment of the challenged arbitrator, or the date on which it became aware of the circumstances referred to in paragraph 1 of this Article.
4. The decision on the challenge shall be made by the Integrity Chamber of the Court in accordance with its rules, after the parties and the challenged arbitrator have been given an opportunity to submit their comments.
5. Where the challenge is accepted by the other party or the arbitrator resigns, the challenge proceedings shall be terminated without a decision on the merits, unless the Integrity Chamber of the Court decides otherwise.

ARTICLE 11.- Replacement of Arbitrators

1. If the Arbitral Tribunal is left without the sole arbitrator or any of its members, the replacement arbitrator shall be appointed in accordance with the same procedure followed for the original appointment. The remaining arbitrators shall continue the proceedings, unless the Court decides otherwise.
2. If the sole arbitrator or the President of the Arbitral Tribunal is replaced, the Arbitral Tribunal may order the repetition of any procedural steps it considers appropriate.

CHAPTER III

ARBITRAL PROCEEDINGS

ARTICLE 12.- General Provisions

1. The proceeding shall be conducted primarily by electronic means, unless otherwise agreed by the parties. The arbitral tribunal may

direct that all or part of the proceeding be conducted in person or in hybrid form, depending on the circumstances of the case.

2. The arbitral proceeding shall be conducted efficiently, with equal treatment of the parties and by ensuring that each party has a reasonable opportunity to present its case.
3. The parties and the arbitral tribunal shall seek to avoid unnecessary delay and costs, and shall adopt reasonable measures to promote the prompt and orderly resolution of the dispute.

ARTICLE 13.- Request for Arbitration

1. Arbitration shall be commenced by submitting the Request for Arbitration to the email address designated by MIAC-CAMACOL or through the electronic platform made available by MIAC-CAMACOL for that purpose. Exceptionally, where submission by electronic means is not possible, the Request for Arbitration may be submitted in physical form, accompanied by a digital copy.
2. The request for arbitration shall contain at least:
 - a. A request that the dispute be submitted to arbitration;
 - b. The names and contact details of the parties and, where applicable, of their representatives and counsel;
 - c. The specification of the arbitration agreement invoked;
 - d. A brief description of the dispute;
 - e. A preliminary indication of the claims and, where appropriate, an estimate of the amount in dispute;
 - f. The requesting party's position on the number of arbitrators, the place of arbitration and the language of the proceeding, if not agreed;
 - g. Proof of payment of the filing fee, without prejudice to the possibility of cure.
3. The request for arbitration may include the appointment of the arbitrator to be appointed by the requesting party or its proposal for a sole arbitrator.
4. If the Request for Arbitration fails to satisfy the requirements of this Article, the General Secretariat shall allow the requesting party a

specified period within which to remedy the deficiency. Failure to remedy the deficiency within such period shall result in the administrative closure of the Request for Arbitration, without prejudice to the requesting party's right to file a new Request for Arbitration concerning the same dispute.

ARTICLE 14.- Answer to the Request for Arbitration

1. Within the time limit set by the General Secretariat, the respondent shall submit its response to the request for arbitration in accordance with the procedure detailed in Rule 13.1 of these rules.
2. The answer shall contain at least:
 - a. The name and contact details of the respondent and, where applicable, of its representatives and counsel;
 - b. The answer to the request for arbitration;
 - c. Any objection concerning the existence, validity, scope or applicability of the arbitration agreement;
 - d. The respondent's position on the number of arbitrators, the place of arbitration and the language of the proceeding, if these have not previously been agreed;
 - e. The proposal or appointment of the arbitrator to be appointed, as applicable; and
 - f. A preliminary indication of any counterclaim or claim for set-off.
3. Failure to file an answer, or the filing of an incomplete or late answer, shall not prevent the constitution of the arbitral tribunal or the continuation of the arbitration.

ARTICLE 15.- Joinder of Additional Parties

1. A request for joinder of an additional party shall be made as soon as possible.
2. Before the constitution of the arbitral tribunal, the Court shall decide on the joinder. Once the arbitral tribunal has been constituted, the decision shall be made by the tribunal.

3. Joinder may be admitted where all parties, including the additional party, expressly consent to it or where, *prima facie*, the additional party is bound by the arbitration agreement. In deciding, the competent body may take into account, among other factors, the possible extension of the arbitration agreement to the additional party under the applicable law, including theories relating to non-signatories, such as agency, succession, piercing the corporate veil, estoppel, among others.
4. The additional party shall join the proceeding at the stage at which it then stands. Joinder shall not be permitted if it affects the right of defense or the orderly conduct of the proceeding.

ARTICLE 16.- Consolidation of Arbitrations

1. At the request of a party, the General Secretariat may consolidate two or more arbitrations administered by MIAC-CAMACOL into a single proceeding.
2. Consolidation may be ordered where:
 - a. The parties so agree;
 - b. The disputes arise under the same arbitration agreement; or
 - c. The disputes are sufficiently connected and arise under compatible arbitration agreements.
3. In deciding on consolidation, the General Secretariat shall consider the stage of the proceedings, the relationship between the parties, the relationship between the disputes and the efficiency of the arbitration.
4. Where consolidation is ordered, the Appointments Chamber may confirm the arbitrators already appointed or proceed with new appointments.

ARTICLE 17.- Coordination of Arbitrations

1. At the request of a party, the General Secretariat may order the coordination of two or more arbitrations administered by MIAC-CAMACOL where there is a sufficient connection between them and coordination favors the efficient conduct of the process.

2. Coordination may include the harmonization of timetables, the joint or sequential holding of procedural steps, the coordinated production of evidence or the suspension of an arbitration until an issue is resolved in another arbitration.
3. Coordination does not entail consolidation of the arbitrations and does not alter their separate identity.

ARTICLE 18.- Seat of Arbitration

1. The seat of arbitration shall be the seat agreed by the parties; failing such agreement, it shall be the State of Florida, United States. Once constituted, the arbitral tribunal may confirm or modify it.
2. The arbitral tribunal may meet, deliberate and hold hearings at any place or by any means it considers appropriate. This shall not alter the seat of arbitration.
3. The award shall be deemed to have been made at the seat of arbitration.

ARTICLE 19.- Language

1. The language of the arbitral proceeding shall be the language agreed by the parties; failing such agreement, the arbitral tribunal shall determine it as soon as possible, and it shall govern the filing of submissions and the holding of hearings.
2. The arbitral tribunal may order that documents submitted in a language other than the language of the proceeding be accompanied by a full or partial translation.

ARTICLE 20.- Applicable Law

1. The arbitral tribunal shall decide the merits of the dispute on the basis of the law or rules of law chosen by the parties. Failing agreement by the parties, the arbitral tribunal shall apply the law or rules of law it considers appropriate.

2. Any reference to the law of a State shall be understood as referring to its substantive law and not to its conflict-of-laws rules, unless otherwise agreed.
3. The arbitral tribunal shall decide as amiable compositeur or *ex aequo et bono* only if the parties have expressly authorized it to do so.

ARTICLE 21.- Conduct of the Proceedings

1. Subject to these rules and to the agreements of the parties, the arbitral tribunal shall conduct and advance the proceeding with broad autonomy.
2. The arbitral tribunal shall set reasonable time limits, determine the order of submissions, convene hearings, resolve procedural issues and adopt the measures it considers appropriate for the orderly, efficient and fair conduct of the proceeding.
3. As soon as possible, and after consulting the parties, the arbitral tribunal shall establish the procedural timetable and may modify it when necessary.

ARTICLE 22.- Protocol on Technology, Cybersecurity and Artificial Intelligence

1. Where it considers appropriate, the arbitral tribunal, after consulting the parties, shall decide whether it is necessary to adopt a protocol on the use of technology in the arbitration.
2. The protocol may regulate the security of communications, data protection, access to the case file, the handling of confidential information, the authenticity and integrity of electronic documents and the holding of virtual or hybrid hearings.
3. The arbitral tribunal may issue instructions on the use of artificial intelligence tools by the parties, their representatives, experts, witnesses and secretaries, where necessary to preserve the integrity of the proceeding, the right of defense and the enforceability of the award.

4. Where a party, its representative or an expert uses artificial intelligence to generate or substantially transform a submission, statement, report or any other material filed in the arbitration, it shall expressly disclose that use at the time of filing. The arbitral tribunal may require clarifications, additional authentication or verification measures in respect of such material.

ARTICLE 23.- Preliminary Determination

1. At the request of a party or, exceptionally, on its own initiative, and after hearing the parties, the arbitral tribunal may decide as a preliminary matter questions of jurisdiction, admissibility, or merits, without the need to exhaust all procedural steps that might otherwise be carried out in the arbitration.
2. A preliminary determination shall be available where an early decision would facilitate the termination or significant simplification of the arbitration, taking into account the nature of the issue raised, the stage of the proceeding, equality between the parties, and procedural efficiency.
3. The arbitral tribunal shall establish a brief procedure for the request and shall decide whether the preliminary determination shall take the form of an order or an award.

ARTICLE 24.- Arbitral Secretariat and Tribunal Secretary

1. The General Secretariat may assign to each arbitration a MIAC-CAMACOL arbitral secretary or another professional of the institution to support case administration and to serve as liaison among the parties, the arbitral tribunal and the General Secretariat.
2. After consulting the parties, the arbitral tribunal may appoint a tribunal secretary for administrative, organizational or support tasks, who may not exercise decision-making functions or substitute the arbitral tribunal in its deliberations. The tribunal secretary shall accept the assignment and sign a statement of availability, impartiality and independence.
3. The arbitral tribunal shall retain full responsibility for the conduct of the proceeding and for all of its decisions.

ARTICLE 25.- Demand for Arbitration

1. The claimant shall file its demand for arbitration within the time limit set by the arbitral tribunal.
2. The demand for arbitration shall contain at least:
 - a. The claims asserted;
 - b. The facts on which they are based;
 - c. The legal grounds on which they rely, where applicable; and
 - d. The evidence on which they are based, with the available documents or references to them.
3. The arbitral tribunal may require clarifications regarding the demand for arbitration.

ARTICLE 26.- Response

1. The respondent shall file its response within the time limit set by the arbitral tribunal.
2. The response shall contain at least:
 - a. The answer to the claims asserted;
 - b. The facts and grounds on which the defense is based; and
 - c. The evidence on which it is based, with the available documents or references to them.
3. In its response, the respondent may assert a counterclaim or a claim for set-off, provided that it falls within the scope of the arbitration agreement.
4. The arbitral tribunal shall set the time limit for the other party to answer the counterclaim or claim for set-off.

ARTICLE 27.- Amendments and Additional Submissions

1. The Arbitral Tribunal may authorize the amendment or expansion of claims, defenses, counterclaims or claims for set-off, provided that they are related to the dispute and their admission does not unduly affect the right of defense or the proper conduct of the proceeding.

2. The Arbitral Tribunal shall decide whether additional submissions may be filed and shall set the corresponding time limits.

ARTICLE 28.- Jurisdiction of the Arbitral Tribunal

1. The arbitral tribunal may decide on its own jurisdiction, including any objection concerning the existence, validity, scope or applicability of the arbitration agreement.
2. The arbitration clause shall be considered autonomous from the contract in which it is contained. The nullity, ineffectiveness or termination of the contract shall not, by itself, entail the nullity, ineffectiveness or termination of the arbitration clause.
3. As a general rule, any objection to arbitral jurisdiction shall be raised no later than with the response. An objection alleging that the arbitral tribunal has exceeded its jurisdiction shall be raised as soon as the matter arises in the arbitral proceeding.
4. The Arbitral Tribunal may decide the objection as a preliminary matter or reserve its decision for the award.

ARTICLE 29.- Interim Measures

1. Once constituted, the Arbitral Tribunal may, at the request of a party, order such interim measures as it deems necessary to preserve rights, assets, or evidence pending resolution of the dispute.
2. The Arbitral Tribunal shall consider all the circumstances of the case and shall examine, among other factors:
 - a. The risk of harm that cannot be adequately compensated by a final award;
 - b. The proportionality of the measure requested, taking into account the harm sought to be avoided and the prejudice that granting the measure could cause to the other party; and
 - c. The reasonable possibility, prima facie, that the claims on the merits of the dispute will succeed.

3. Depending on the nature of the interim measure requested and the particular circumstances of the case, some of these criteria may not be applicable or may be applied with greater flexibility.
4. The decision of the Arbitral Tribunal may take the form of an order or an interim award.
5. The Arbitral Tribunal may require the requesting party to provide security and may modify, suspend, or terminate the measure, after giving the parties an opportunity to be heard.
6. Applications for measures made before the constitution of the Arbitral Tribunal shall be governed by Annex II – Emergency Procedure.

ARTICLE 30.- Security for Costs

1. Exceptionally, and at the request of a party, the arbitral tribunal may order the provision of security for costs. If the security is not provided within the time limit, the arbitral tribunal may suspend the arbitral proceeding in whole or in part.
2. The decision shall be adopted after hearing the parties. In deciding, the arbitral tribunal shall consider the financial situation of the party against whom the measure is sought, the reasonable risk that any costs order may be ineffective, and the proportionality of the measure.

ARTICLE 31.- Evidence

1. Each party shall bear the burden of proving the facts on which its claims or defenses are based.
2. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence. In the absence of objections, evidence shall be deemed admitted. The arbitral tribunal may require the production of specific evidence.
3. Witness statements, including those of experts offered by the parties, may be submitted in writing, without prejudice to their examination at a hearing.

ARTICLE 32.- Exchange of Information and Privileges

1. The arbitral tribunal may, upon request, order the exchange of specific documents and/or information or require a party to permit the inspection of relevant premises or objects, where relevant to the resolution of the dispute.
2. The arbitral tribunal shall reject any request it considers excessive, irrelevant or disproportionate.
3. In deciding, the arbitral tribunal may consider privileges, professional secrecy, duties of confidentiality or other legitimate restrictions on disclosure, and may adopt measures to protect confidential or sensitive information.
4. If a party fails to comply with an order for the exchange of information, the arbitral tribunal may draw adverse inferences and take that non-compliance into account in allocating costs.

ARTICLE 33.- Experts Appointed by the Arbitral Tribunal

1. After consulting the parties, the arbitral tribunal may appoint one or more independent experts on specific issues. The experts' fees shall be borne by the parties equitably.
2. The arbitral tribunal shall set the expert's terms of reference and the time limit for submission of the expert report.
3. The report shall be made available to the parties, who may submit observations within the time limit set by the arbitral tribunal.
4. At the request of a party or by decision of the arbitral tribunal, the expert may be heard at a hearing.

ARTICLE 34.- Hearings

1. The arbitral tribunal shall decide whether hearings will be held and the manner in which they will be conducted. Hearings may be held in person, virtually or in hybrid form.

2. The arbitral tribunal shall conduct the hearings and determine the order of participation of the parties, witnesses, experts and other participants.

ARTICLE 35.- Failure to Appear or Comply

1. If the claimant fails to file its demand for arbitration within the time limit set, without sufficient justification, the arbitral tribunal may terminate the proceeding, in whole or in part.
2. If the respondent fails to file its response within the time limit set, without sufficient justification, the arbitral tribunal shall order the continuation of the proceeding. Such omission shall not, by itself, constitute an admission of the claimant's allegations.
3. If a party, having been duly notified, fails to appear at a hearing or fails to submit documents, evidence or other items required within the time limit set, without sufficient justification, the arbitral tribunal may continue the proceeding and decide on the basis of the record.

ARTICLE 36.- Closing of the Proceedings

1. Once the arbitral tribunal considers that the parties have had a reasonable opportunity to present their case, it shall declare the proceedings closed with respect to the issues submitted for decision.
2. Exceptionally, before making the award, the arbitral tribunal may reopen the proceedings if necessary.

ARTICLE 37.- Waiver of Right to Object

1. A party that, knowing or having reason to know of any non-compliance with these rules or with the rules applicable to the arbitral proceeding, continues to participate in the arbitration without timely raising its objection shall be deemed to have waived its right to object.

CHAPTER IV

DECISIONS AND AWARD

ARTICLE 38.- Decisions

1. In addition to the final award, the arbitral tribunal may issue interim awards, partial awards, jurisdictional awards, supplementary awards, additional awards, orders and other decisions.
2. Where there is more than one arbitrator, decisions shall be made by majority. Failing a majority, the president shall decide.
3. Decisions shall be in writing, unless they have been made at a hearing and are recorded in the corresponding minutes.
4. All decisions may be signed electronically, unless the parties agree otherwise.

ARTICLE 39.- Award

1. The award shall be in writing.
2. Unless otherwise agreed by the parties, the award shall state the reasons upon which it is based.
3. The award shall state its date and the place of arbitration.
4. The award shall be signed by the sole arbitrator or, where the arbitral tribunal is composed of more than one arbitrator, by all its members. If any signature is missing, this shall be stated.
5. The final award shall be made within the time limit set in the procedural timetable. Exceptionally, the arbitral tribunal may extend, with reasons, the time limit for making the award, without prejudice to the supervisory powers of the Court of Arbitration.
6. The final award shall be final and binding on the parties from its notification. The General Secretariat shall notify the award to the parties.

7. It is the responsibility of the parties to inform the arbitral tribunal of any procedural requirement of the seat of arbitration.

ARTICLE 40.- Monetary Awards and Punitive Damages

1. The arbitral tribunal may determine the amounts due in the currency or currencies it considers appropriate.
2. The arbitral tribunal may award pre-award or post-award interest, simple or compound, in accordance with the contract and the applicable law.
3. Unless otherwise agreed by the parties, punitive, exemplary or similar damages shall not be awarded, unless the applicable law mandatorily provides otherwise.

ARTICLE 41.- Settlement and Termination of the Arbitration

1. If the parties settle the dispute before the final award, the arbitral tribunal shall issue an order terminating the proceedings. If all parties so request and the arbitral tribunal accepts, the settlement may be recorded in the form of a consent award, which need not state reasons unless otherwise agreed by the parties.
2. If, before the final award, continuation of the arbitration becomes unnecessary or impossible, due to non-payment or any other reason, the arbitral tribunal may, after hearing the parties, issue an order terminating the proceedings, unless there are pending matters that must be decided.

ARTICLE 42.- Requests Relating to the Award and Additional Award

1. Within thirty (30) days following receipt of the award, a party may request:
 - a. The interpretation of an ambiguous point in the award;
 - b. The correction of any calculation, clerical, typographical or similar error; or
 - c. An additional award in respect of claims made in the arbitration but not decided.

2. Before deciding, the arbitral tribunal shall give the other party an opportunity to comment.
3. If it considers the request justified, the arbitral tribunal shall issue the interpretation or correction within thirty (30) days following receipt of the request, and the additional award within sixty (60) days following receipt of the request. These decisions may also be made on the tribunal's own initiative.
4. The interpretation, correction or additional award shall be in writing and shall form an integral part of the award.

ARTICLE 43.- Costs of the Arbitration

1. The costs of the arbitration comprise:
 - a. The fees of the arbitral tribunal;
 - b. The reasonable expenses of the arbitral tribunal;
 - c. The administrative fees and expenses of MIAC-CAMACOL;
 - and
 - d. The costs of any expert appointed by the arbitral tribunal.
2. The costs of representation comprise:
 - a. The reasonable fees and expenses of legal representatives;
 - b. The fees and expenses of experts appointed by the parties;
 - c. The reasonable expenses of witnesses; and
 - d. Other reasonable expenses incurred by the parties in connection with the arbitration.
3. Before making the final award, the arbitral tribunal shall invite the parties to report the costs they have incurred during the arbitral proceeding.
4. If the arbitration terminates before the final award, the Court shall determine the final costs taking into account the stage of the arbitral proceeding and the work performed.

ARTICLE 44.- Allocation and Advances on Costs

1. Unless otherwise agreed by the parties, the arbitral tribunal shall decide in the final award the allocation of the costs of the arbitration and the costs of representation, taking into account the outcome of the arbitration and any other relevant circumstances, including the procedural conduct of the parties.
2. MIAC-CAMACOL may require the parties to pay advances on costs and supplementary advances in accordance with the applicable Annex.
3. If an advance is not paid within the time limit set, MIAC-CAMACOL or the arbitral tribunal, as applicable, shall give the other party an opportunity to make the payment. If payment is not made, the arbitral tribunal may suspend or close the proceeding, in whole or in part.
4. At the conclusion of the arbitration, MIAC-CAMACOL shall make the final settlement of advances in accordance with the rules and the corresponding Annex.

ANNEX I

EXPEDITED ARBITRATION PROCEDURE

ARTICLE 1.- Scope of Application and Applicable Rules

1. This Annex governs the Expedited Arbitration Procedure and supplements the MIAC-CAMACOL Standard Arbitration Rules.
2. The Expedited Arbitration Procedure applies to disputes of any amount where the parties have expressly so agreed. In the absence of agreement, the Expedited Arbitration Procedure may apply where no claim, counterclaim or claim for set-off exceeds USD 500,000, excluding interest and costs of the arbitration.
3. Unless otherwise agreed, disputes in which the amount in dispute does not exceed USD 100,000 shall be decided on the basis of documents only.
4. For all matters not provided for in this Annex, the Standard Arbitration Rules shall apply. In case of conflict, this Annex shall prevail.

ARTICLE 2.- Objection to the Procedure and Sole Arbitrator

1. If a party objects to the applicability of the Expedited Arbitration Procedure before the constitution of the arbitrator, the General Secretariat shall decide preliminarily. Once constituted, the arbitrator shall decide definitively.
2. The Expedited Arbitration Procedure shall be decided by a sole arbitrator. The parties may jointly designate the sole arbitrator within the time limit set by the General Secretariat. Failing agreement, the Court shall appoint the sole arbitrator through its Appointments Chamber.

ARTICLE 3.- Request for Arbitration and Answer

1. The request for arbitration and the answer shall be governed by Articles 13 and 14 of the Standard Arbitration Rules.

2. In the Expedited Arbitration Procedure, the request for arbitration and the answer shall contain, to the fullest extent possible, each party's principal allegations and evidence.
3. Unless the arbitrator decides otherwise, the request for arbitration shall serve as the demand for arbitration and the answer shall serve as the response. Any counterclaim or claim for set-off shall be submitted with the answer.

ARTICLE 4.- Initial Conference and Procedural Timetable

1. As soon as possible after constitution, the arbitrator shall hold an initial conference with the parties or proceed by any other appropriate means to organize the arbitration.
2. Within fourteen (14) days following constitution, the arbitrator shall issue the initial procedural order and set the procedural timetable.
3. The arbitrator may limit the number, length and scope of submissions, evidence and any procedural step that is not necessary for the resolution of the dispute.

ARTICLE 5.- Amendments and Additional Submissions

1. After the initial conference, the arbitrator shall decide whether the record permits the proceeding to continue with the submissions already filed or whether an additional round of submissions is necessary.
2. Unless the arbitrator decides otherwise, there shall be only one additional round of submissions after the request for arbitration and the answer.
3. If the respondent has asserted a counterclaim or claim for set-off, the arbitrator shall set the time limit for the answer to it.
4. Once the time limit set for the last authorized filing has expired, no new or amended claims, counterclaims or claims for set-off may be made without the arbitrator's authorization.

5. In deciding on an amendment, the arbitrator shall consider whether it affects the expedited nature of the procedure. If the amendment materially alters the amount or complexity of the dispute, the arbitrator may set aside the application of this Annex, after hearing the parties.

ARTICLE 6.- Documents-Only Procedure

1. If the arbitrator decides that the dispute shall be resolved solely on the basis of documents, the arbitrator shall set the time limit for the last authorized filing.
2. Unless the arbitrator decides otherwise, the written phase shall conclude forty-five (45) days following the initial procedural order. Once the written phase is concluded, the arbitrator shall decide the dispute without holding a hearing.

ARTICLE 7.- Procedure with a Hearing

1. If the arbitrator decides to hold a hearing, it shall take place within sixty (60) days following the initial procedural order, unless the arbitrator decides otherwise.
2. The hearing may be held in person, virtually or in hybrid form. The hearing shall not exceed one (1) day, unless the arbitrator decides otherwise. There shall be no transcript or stenographic record, unless agreed by the parties, decided by the arbitrator or arranged directly by a party at its own cost.
3. After the hearing, the arbitrator shall declare the proceedings closed or, if indispensable, set a brief time limit for final submissions.

ARTICLE 8.- Award

1. The arbitrator's decision shall take the form of an award.
2. The award shall be in writing, shall state the reasons upon which it is based and shall be final and binding.

3. Unless otherwise agreed by the parties, required by an applicable mandatory rule or decided by the Court, the award shall be made within thirty (30) days following the closing of the proceeding.



ANNEX II

EMERGENCY PROCEDURE

ARTICLE 1.- Scope of Application and Request

1. Before the constitution of the arbitral tribunal, a party may request the appointment of an emergency arbitrator to decide an urgent request for interim measures.
2. A request for an emergency arbitrator may be submitted before or after the request for arbitration, provided that the arbitral tribunal has not yet been constituted.
3. The request shall contain at least:
 - a. The names and contact details of the parties and, where applicable, of their representatives and counsel;
 - b. A description of the dispute and of the circumstances justifying urgency;
 - c. The measure requested;
 - d. A copy or description of the arbitration agreement invoked;
 - e. The reasons supporting the requested measure; and
 - f. Proof of payment of the applicable costs.
4. The General Secretariat may require the Request to be supplemented or clarified within such period as it may prescribe. If the requesting party fails to cure the deficiency within that period, the General Secretariat shall effect the administrative closure of the Request, without prejudice to the requesting party's right to submit a new Request for Emergency Arbitrator proceedings.
5. For all matters not provided for in this Annex, the Standard Arbitration Rules shall apply. In case of conflict, this Annex shall prevail.

ARTICLE 2.- Appointment and Challenge of the Arbitrator

1. Once compliance with the applicable requirements has been verified, the Appointments Chamber shall appoint the emergency arbitrator within one (1) business day.

2. The emergency arbitrator shall accept the appointment within two (2) business days and sign the statement of acceptance, availability, impartiality and independence.
3. Any challenge shall be submitted within one (1) business day following communication of the acceptance and disclosed statement to the parties.
4. The Court, through its Integrity Chamber, shall decide the challenge with the speed required by the arbitral proceeding.
5. Unless otherwise agreed by the parties, the emergency arbitrator may not serve on the arbitral tribunal that subsequently hears the dispute.

ARTICLE 3.- Conduct of the Procedure

1. Once the Emergency Arbitrator has been appointed, the Secretariat General shall promptly forward the Emergency Measures Request to the Emergency Arbitrator.
2. The Emergency Arbitrator shall conduct the proceedings in a manner that takes into account the nature and urgency of the Request and may order any interim measure the Emergency Arbitrator deems necessary to preserve the rights of the parties pending resolution of the Request.
3. Within two (2) business days following appointment, the emergency arbitrator shall set a short timetable for the processing of the request, in which the parties shall be guaranteed a reasonable opportunity to be heard, compatible with the urgency of the procedure.
4. The procedure shall be conducted primarily by electronic means. The emergency arbitrator may decide that the matter proceed by written submissions, telephone, videoconference, virtual hearing, in-person hearing or any other appropriate means.
5. The emergency arbitrator may decide on their own jurisdiction and resolve any dispute concerning the applicability of this Annex.

ARTICLE 4.- Emergency Decision

1. The emergency arbitrator shall issue the decision on the request for emergency measures as promptly as possible, taking into account its nature and urgency and avoiding unnecessary delay.
2. The emergency arbitrator may order any interim measure that he or she considers necessary to preserve rights, assets or evidence before the constitution of the arbitral tribunal.
3. The decision shall be in writing, shall take the form of an order or interim award, and shall state the reasons upon which it is based.
4. The emergency arbitrator may modify or set aside the decision at the request of a party or, exceptionally, on their own initiative, after hearing the parties.
5. The emergency arbitrator may make the measure conditional upon the provision of appropriate security by the requesting party.

ARTICLE 5.- Effects of the Emergency Decision and Constitution of the Arbitral Tribunal

1. The emergency decision shall be binding on the parties from the time it is issued, and the parties undertake to comply with it without delay.
2. The emergency arbitrator's authority shall cease once the arbitral tribunal has been constituted.
3. The arbitral tribunal shall not be bound by the reasons of the emergency arbitrator's decision and may confirm, modify or set aside the emergency decision.
4. The emergency decision shall cease to have effect if the arbitration does not continue in accordance with the applicable rules or if the arbitral tribunal or the final award provides otherwise.

ARTICLE 6.- Request for Interim Measures before a Judicial Authority

1. A request for interim measures before a judicial authority shall not constitute a waiver of arbitration and shall not be incompatible with this Annex or with the arbitration agreement.

ARTICLE 7.- Costs

1. The requesting party shall pay, upon filing its request, the costs applicable to emergency arbitration in accordance with the corresponding Annex.
2. If those costs are not paid within the time limit set, the General Secretariat shall close the request.
3. The emergency arbitrator shall decide the allocation of the costs of the emergency procedure, without prejudice to the power of the arbitral tribunal to take them into account when allocating the costs of the arbitration in the final award.
4. The costs of the emergency procedure comprise the administrative fees and expenses of MIAC-CAMACOL, the emergency arbitrator's fees and the other reasonable costs incurred in the procedure.

**Miami International Arbitration
Center of CAMACOL
MIAC-CAMACOL**

An institution of the Latin Chamber of Commerce of U.S.A.

***“The International Arbitration Center of
the Americas”***

1401 West Flagler St., Miami, FL 33135,
United States of America
+ 1 (305) 642-3870
info@miaccamacol.org
www.miaccamacol.org

