

Kluwer Arbitration Blog

CAM Santiago and CIAM-CIAR: A Strategic Association to Enhance International Arbitration in Chile and Ibero-America

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The [Arbitration & Mediation Center of the Santiago Chamber of Commerce](#) (“CAM Santiago”) and the [Madrid International Arbitration Center & Ibero-American Arbitration Center](#) (“CIAM-CIAR”) have concluded a strategic agreement whereby CIAM-CIAR will manage all international arbitrations submitted to CAM Santiago.

While the agreement might initially appear to represent an outsourcing of CAM Santiago’s functions, potentially diminishing its authority, this interpretation is inaccurate. The arrangement establishes a genuine association or integration between CAM Santiago and CIAM-CIAR regarding international arbitration proceedings, offering several advantages to the arbitral community served by CAM Santiago and, prospectively, to other Ibero-American markets.

These benefits will not only reinforce Chile’s position as a prominent seat for international arbitration but also improve the efficiency and quality of CAM Santiago’s case administration services.

Background

CIAM-CIAR was established in 2024 to promote and unify international arbitration in Spanish and Portuguese among Ibero-American parties, who share common linguistic, cultural, legal, and historical ties. Furthermore, CIAM-CIAR offers an innovative set of rules, designed to ensure efficiency, transparency, and flexibility. Its administration is exclusively dedicated to international arbitrations.

CAM Santiago will benefit from CIAM-CIAR’s specialized expertise, resulting in more effective and specialized management of international cases and enhanced service delivery. This association will also enable CAM Santiago to focus on further developing its other activities, including domestic arbitration, Dispute Boards, and mediation.

Given Santiago de Chile’s established reputation as a favorable seat for international arbitration (demonstrated by the Court of Appeal’s consistent rejection of annulment recourses against international awards), CIAM-CIAR’s status as a leading international and independent arbitration center, and the decreasing significance of the venue, this association is expected to encourage Ibero-American companies operating in the region to designate Santiago as seat and CIAM-CIAR,

along with its rules, as the administering institution in their contracts and arbitration clauses.

Arbitrator Selection and Challenge

A key feature of the CIAM-CIAR framework is its system for appointing and confirming arbitrators.

While the Center encourages parties to exercise their right to agree on the appointment of all arbitrators, it takes over the selection process when parties fail to reach an agreement. This process involves the participation of a dedicated Nomination Committee.

The selection is based on criteria designed to ensure the arbitrator's suitability for the specific case. The primary criterion is that candidates must possess adequate experience and knowledge commensurate with the complexity and significance of the arbitration.

Factors considered in the selection process include nationality, language proficiency, the necessity for specific technical knowledge or experience, and availability. Additional criteria may encompass the date of the last appointment, age, gender, and the desirability of involving new professionals in arbitration.

Before presenting candidates, or confirming those nominated by the parties, CIAM CIAR will contact the candidates to verify their availability and conduct conflict of interest checks. Arbitrators are required to make comprehensive disclosures regarding their independence and impartiality. The Center's decisions concerning the appointment, confirmation, challenge, substitution, or removal of an arbitrator are final.

An arbitrator may be challenged if there are justifiable doubts regarding their independence or impartiality or if they lack the qualifications agreed upon by the parties. An arbitrator can also be removed for failing to perform their functions diligently or within the stipulated deadlines or for causing unjustified delays in the proceedings.

Code of Ethics

CIAM-CIAR has adopted the [Code of Best Practices](#) developed by the Spanish and Ibero-American Arbitration Club (CEIA).

The Code provides significant value to CIAM-CIAR by establishing a framework of widely accepted standards that the institution explicitly endorses and encourages participants to uphold.

CIAM-CIAR, which aims to be a leading institution with advanced standards of efficiency, transparency, and flexibility, aligns with the Code's principles. For example, CIAM-CIAR's commitment to transparency regarding third-party funding is consistent with the Code's recommendations, a commitment reinforced by the requirement, for potential arbitrators, to disclose any connection with an existing funding. Also, the core duty of arbitrators to maintain independence and impartiality, emphasized in the Code, is a fundamental principle incorporated into CIAM-CIAR's rules, which require arbitrators to sign declarations of independence and

impartiality and provide mechanisms for challenging arbitrators.

By integrating these ethical principles and requiring participants to adhere to the Code, CIAM-CIAR strengthens its commitment to high ethical and procedural standards, enhancing its credibility and fostering trust in its administration of international arbitrations.

Expedited Procedure

In order to meet the need for expediency and cost reduction in arbitration, CIAM-CIAR offers an expedited procedure.

This expedited procedure is the default mechanism for cases where, the total amount in dispute, is equal to or less than €1,000,000, unless the parties agree otherwise or the Center deems it inappropriate.

The average duration for expedited procedures is approximately 11 months, significantly shorter than standard arbitration proceedings.

Key features of the expedited procedure include the general rule of appointing a sole arbitrator, even if the arbitration agreement provides for a tribunal of three arbitrators. Arbitrators in expedited proceedings have broad authority to manage the process efficiently, with the power to limit the number and length of submissions, decide the case based on documentary evidence without holding a hearing, or deny requests for document production.

The initial pleadings must be comprehensive, including all arguments and evidence, and new claims are generally inadmissible later in the proceedings without the tribunal's authorization. The tribunal must ensure that parties have a reasonable opportunity to present their case and that the principle of equality is respected throughout the proceedings.

The final award must be rendered within three months from the submission of the claim.

Award Review and Optional Challenge proceedings.

The CIAM-CIAR rules include a procedure for the Center's prior examination of draft awards. Arbitrators are required to submit a draft award to the Center at least twenty days before the deadline for its issuance. The Center is authorized to propose formal modifications and may draw the arbitrators' attention to issues concerning the merits of the case or the determination and allocation of costs, while respecting the arbitrators' decisional independence. The final award cannot be issued without the Center's approval of its form. The Center also verifies that dissenting opinions adhere to confidentiality requirements and maintain a respectful tone.

Furthermore, one of the most notable and innovative features of CIAM-CIAR, is the so-called "Optional Award Challenge System", a mechanism to initiate a process for the review of the final award by a new Arbitral Tribunal. This procedure is available only if the parties have expressly agreed thereto in writing, and this agreement must be concluded before the appointment or confirmation of any arbitrator in the principal arbitration.

If the parties agree to this option, any award rendered is considered a draft award that does not have the effect of “*res judicata*”, is not enforceable, and is not subject to annulment or enforcement actions unless confirmed through the challenge process. The grounds for challenging the draft award are limited to (i) a manifest infringement of the substantive rules applicable to the merits of the case or (ii) a manifest error in the assessment of the facts on which the decision was based.

The challenge is initiated by notifying the Center within fifteen days after the deadline for clarification or correction of the draft award. The request for a challenge must specify the alleged grounds and the requesting party’s petitions. The Center assesses the admissibility of the challenge request, and if deemed admissible, a Challenge Tribunal is appointed. This tribunal consists of three members and is appointed entirely by the Center using the direct appointment procedure.

The Challenge Tribunal reviews the case based on the submissions and evidence presented and has the authority to either confirm or modify the terms of the draft award, including its operative provisions.

The Optional Award Challenge system may afford a greater sense of security to those parties who, in specific arbitrations, are apprehensive about the finality of international arbitral awards.

Advantages for Ibero-American Parties

CIAM-CIAR’s strong focus on Ibero-America provides distinct advantages for parties from this specific region. Given that 56% of its cases in 2024 were conducted in Spanish, the Center is well-equipped to manage disputes in both Spanish and Portuguese.

The Center’s arbitrator selection criteria explicitly considers language proficiency and the need for specific technical or legal expertise.

For disputes arising from contracts negotiated, and signed in Spanish by Ibero-American parties, it is crucial to have arbitrators who are native Spanish speakers and possess civil law training. This linguistic and legal familiarity can significantly improve the efficiency and comprehension of the arbitral proceedings.

Arbitrators experienced in the civil law tradition, prevalent in Ibero-America, are inherently familiar with the legal principles, procedural rules, and jurisprudence relevant to the case. While substantive and procedural differences between civil law and common law traditions have lessened in international arbitration, some divergences persist (for instance, the scope of good faith, the notion of force majeure, the use of discovery, and the use of and weight accorded to party-appointed expert witnesses as opposed to tribunal-appointed experts, etc.)

Moreover, CIAM-CIAR offers potential cost advantages compared to other leading international arbitration institutions. These advantages stem from minimizing the complexities and expenses of conducting arbitrations in multiple languages, which often necessitate hiring teams of translators. Additionally, it can reduce costs associated with retaining international counsel and arbitrators, whose fee structures may be higher than those of professionals affiliated with CIAM-CIAR.

Conclusion

CIAM-CIAR, reinforced by its strategic alliance with CAM Santiago, offers a robust platform for international arbitration with a strong emphasis on Ibero-America. Its transparent arbitrator selection process, efficient expedited procedures, unique optional award challenge system, and inherent strengths in managing disputes in Spanish and Portuguese, with arbitrators well-versed in the civil law tradition, make it a compelling choice for parties seeking effective dispute resolution in the region.

Furthermore, this association presents an excellent opportunity for CAM Santiago, and potentially, other Ibero-American arbitral institutions, to offer sophisticated arbitration administration services within the region.

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This entry was posted on Saturday, May 31st, 2025 at 8:06 am and is filed under [Arbitration Procedure](#), [Arbitration Rules](#), [Association Agreement](#), [CAM Santiago](#), [Commercial Arbitration](#), [Madrid International Arbitration Center](#)

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