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# The Legal 500 Country Comparative Guides

# Colombia

# INTERNATIONAL ARBITRATION

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Colombia.

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# COLOMBIA
# INTERNATIONAL ARBITRATION

## 1. What legislation applies to arbitration in your country? Are there any mandatory laws?

In Colombia, the legal framework governing both domestic and international arbitration is established by Law 1563 of 2012, commonly referred to as the "Arbitration Statute." This statute comprehensively addresses procedural and substantive aspects of arbitration proceedings.

Concerning domestic arbitration, the Arbitration Statute stipulates the application of specific provisions from Colombia's Code of Administrative Procedure and Litigation (Law 1437 of 2011). This code, generally applicable to disputes involving public entities, and the General Code of Procedure (Law 1564 of 2012) are invoked, the latter regulating proceedings in civil, commercial, and administrative law matters. This application is made when not explicitly addressed in the Code of Administrative Procedure and Litigation.

In the realm of international arbitration within Colombia, the Arbitration Statute exclusively governs cases where the arbitration is seated in the country. Unlike domestic arbitration, there are no mandatory laws specifically applicable to international arbitration in Colombia, further emphasizing the centrality of the Arbitration Statute in this context.

## 2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes, Colombia is a signatory to the New York Convention, which entered into force on December 24, 1979. No reservations were made.

## 3. What other arbitration-related treaties and conventions is your country a party to?

Colombia is a contracting party to key international arbitration agreements, including the Inter-American Convention on International Commercial Arbitration (Panama Convention), the Convention on the Settlement of Investment Disputes between States and Nationals of other States (ICSID Convention), and the Inter-American Convention on Extraterritorial Effectiveness of Foreign Judgments and Arbitral Awards. Furthermore, Colombia has executed 24 international investment treaties that expressly contemplate mechanisms for international investment arbitration, with 19 of these treaties presently in effect.

## 4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

Certainly, Law 1563 of 2012 is intricately aligned with the UNCITRAL Model Law, incorporating amendments as adopted in 2006. Nevertheless, a notable distinction arises in the criteria delineating the classification of an arbitration as international. Unlike the UNCITRAL Model Law, the criterion specifying that the place of arbitration determined in or pursuant to the arbitration agreement is situated outside the State where the parties have their places of business is conspicuously absent in Law 1563. Instead, as stipulated in Article 62 of the Arbitration Statute, an arbitration is deemed international if the dispute submitted to arbitration impacts the interests of international commerce. This nuance in criteria represents a distinctive feature in the Colombian legal framework governing international arbitration.

## 5. Are there any impending plans to reform the arbitration laws in your country?

Yes. On the 20th of July of 2021, the Colombia's Ministry of Justice a Law filed a bill in order to modify certain provisions of the Arbitration Statute in respect of both domestic and international arbitration.

 

Article 33 of Bill No. 009 of 2021 defines the content and scope of the criterion according to which "[a]n arbitration is international if: [...] the dispute submitted to arbitration affects the interests of international commerce". According to said provision, a dispute affects the interests of international commerce when it refers to a contractual relationship or an economic operation that implies a transfer of assets, services or funds through an international border.

Furthermore, the Bill intends to regulate and determine the conditions for granting interim measures requested before a judicial authority in Colombia. In terms of Article 90 of the Arbitration Statute, as currently in force, judicial authorities shall grant interim measures in accordance with its own procedural law and taking into consideration the distinctive features of international arbitration.

Also, Bill No. 08 of 2023, proposes an arbitration system for executive processes. The bill suggests the option of an "executive arbitration pact," where parties agree to resolve issues related to executive titles through arbitration. This process would involve a single arbitrator, selected either from an agreed-upon list or by an arbitration center if no agreement is reached. In cases requiring precautionary measures, the arbitration center will randomly choose a "precautionary measures arbitrator."

Upon filing the lawsuit, the arbitration center will determine the tribunal's costs, to be covered by the plaintiff. Failure to pay, unless covered by the defendant, will result in a certification extinguishing the arbitration pact's effects. After covering the costs, the tribunal's composition will proceed, with involved arbitrators fulfilling their duty of information.

Next, an installation hearing will occur, where the arbitrator for precautionary measures reports to the executive arbitrator. The tribunal will decide on its jurisdiction and rule on the payment order. After the response to the lawsuit, the tribunal must issue an order specifying the litigation, process sanitation, approval of the credit liquidation, and the decree of evidence. If evidence is needed, a hearing for evidence, arguments, and the award will take place.

Lastly, the bill states that arbitral awards, regardless of being from executive arbitration processes, can be enforced before the same tribunal. If no tribunal member accepts, the arbitration center will appoint an executive arbitrator.

## 6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

There are currently 164 arbitral institutions in Colombia. However, only the following institutions administer international arbitration proceedings: Center of Arbitration and Conciliation of the Chamber of Commerce of Bogotá (rules amended on 15 September 2023), Center of Conciliation, Arbitration, and Amiable Composition of the Chamber of Commerce of Cali (rules amended on 22 July 2020) and Center of Conciliation, Arbitration, and Amiable Composition of the Chamber of Commerce of Medellín.

## 7. Is there a specialist arbitration court in your country?

No.

## 8. What are the validity requirements for an arbitration agreement under the laws of your country?

Article 69 of the Arbitration Statute provides that the arbitration agreement must be in written form. This provision also determines the conditions under which an agreement can be considered as "written" and valid. For instance, in cases of electronic communications or by reference to the arbitration agreement in a contract.

## 9. Are arbitration clauses considered separable from the main contract?

Yes, Article 79 of the Arbitration Statute states that the arbitration agreement must be treated as an independent agreement from the rest of the contract.

## 10. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

Yes, Article 108 of the Arbitration Statute establishes that an arbitral award may be subject to annulment if the underlying arbitration agreement is deemed invalid in accordance with the applicable law chosen by the parties. In the absence of a designated governing law by

 

the parties, Colombian law serves as the default criterion for assessing the validity of the arbitration agreement. It is noteworthy that, as of the present, there is a lack of documented legal precedents or decisions addressing instances where an award has been annulled on these grounds.

### 11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

Yes, Article 74 of the Arbitration Statute refers to multi-party arbitration, providing that "[w]hen three arbitrators are to be appointed and there is a plurality of claimants or defendants, the members of each party shall act jointly, in their capacity as claimants or defendants, for the appointment of their respective arbitrator, unless they have agreed to use another method for the appointment of the arbitrators. If it is not possible to set up the tribunal in accordance with the preceding paragraph, either party may request the judicial authority to appoint the arbitrator or to take the necessary measure".

### 12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

The Arbitration Statute is silent on this matter. However, the international arbitration rules of some arbitration centers do regulate this matter. For instance, both the rules of the arbitration centers of the Chamber of Commerce of Bogotá and Medellín provide that the arbitral tribunal has the power to decide on matters relating to third parties' intervention in the proceedings. In any case, this is an issue that must be assessed on a case-by-case basis.

### 13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

The Arbitration Statute does not expressly address non-arbitrable matters. Nevertheless, judicial precedents have established that certain categories are inherently excluded from arbitration. Notable examples of such matters include antitrust issues, specific corporate disputes, select public law matters, particularly those concerning Colombia's sovereignty, matters pertaining to fundamental rights, criminal law cases, tax disputes, particular intellectual property conflicts, and specific labour law disputes. Judicial decisions have consistently upheld these limitations, clarifying the scope of matters deemed unsuitable for resolution through arbitration under Colombian law.

### 14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

To our current knowledge, there have been no recent judicial rulings concerning this matter. Nonetheless, the matter is contemplated in Article 101 of the Arbitration Statute, which stipulates that in the event the parties fail to designate a governing law, the arbitral tribunal shall apply the legal principles it deems pertinent.

### 15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

To the best of our knowledge, there have been no recent court decisions regarding this issue. However, Article 101 of the Arbitration Statute addresses this issue by stating that if the parties do not make a choice of law, the arbitral tribunal shall apply the rules of law it deems relevant.

### 16. In your country, are there any restrictions in the appointment of arbitrators?

Article 101 of the Arbitration Statute requires that the parties must expressly select the applicable substantive law. Additionally, when parties make a reference to a specific law or legal system, the inference is that it pertains to the substantive law of the state, excluding conflict of laws rules unless an alternative agreement is reached. In the absence of a stipulated choice of law by the parties, the arbitral tribunal is entrusted with the discretion to apply the legal principles it deems fitting. Importantly, the tribunal may resort to deciding ex aequo et bono only if expressly authorized by the parties. This nuanced framework ensures a meticulous consideration of applicable law, promoting clarity and adherence to the intentions of the contracting parties.

### 17. Are there any default requirements as to the selection of a tribunal?

Yes, Colombia's Supreme Court of Justice has stated that, in international commercial contracts, the parties

 

may choose to apply the UNIDROIT principles, inasmuch as they do not breach national mandatory laws.

## 18. Can the local courts intervene in the selection of arbitrators? If so, how?

Yes, local courts can intervene in the selection of arbitrators under the following three circumstances: when the parties are unable to agree on the appointment of the arbitrators, when parties agree on the appointment procedure of the arbitrators, but the appointment cannot be made and, finally, when there are more than two parties to the arbitration and the appointment cannot be made in terms of Article 74 of the Arbitration Statute. In these cases, a judicial authority shall appoint the arbitrators upon request of any of the parties.

## 19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

In accordance with Article 75 of the Arbitration Statute, the challenge of an arbitrator is admissible under circumstances that raise justifiable doubts regarding the individual's impartiality or independence, or if the arbitrator lacks the qualifications agreed upon by the parties.

Parties hold the autonomy to establish their own procedure for challenging arbitrators. In the event of a failure to reach an agreement, the procedures outlined in Article 76 of the Arbitration Statute come into effect. As per these provisions, challenges must be promptly lodged upon awareness of the grounds. The arbitrator facing the challenge and the opposing party are granted a 10-day period following the notification to present their perspectives. If the opposing party concurs, or if the challenged arbitrator voluntarily withdraws, the appointment of a replacement arbitrator follows the same process as the challenged arbitrator. Conversely, if the opposing party disputes the challenge, or if the challenged arbitrator rejects the claim without providing a stance, a specific procedure ensues.

In cases involving a sole arbitrator, the arbitration institution responsible for appointing the arbitrator, or in its absence, a judicial authority, is tasked with deciding the challenge. For arbitral tribunals comprising more than one arbitrator, a decision is reached by an absolute majority among the remaining arbitrators. Should multiple arbitrators face challenges for the same reason, the arbitration institution or, in its absence, a judicial authority, assumes the responsibility of resolution.

## 20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators

No, Colombian courts have interpreted the duties of independence and impartiality in the context of international arbitration in light of the IBA Guidelines on Conflict of Interests.

## 21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the proceedings?

In accordance with Article 11 of the Arbitration Statute, in the event of the incapacity, resignation, or demise of an arbitrator, the proceedings shall be temporarily halted until a replacement arbitrator is appointed through the same procedure initially stipulated by the parties.

## 22. Are arbitrators immune from liability?

The issue of arbitrator liability has been a subject of recent extensive discourse. According to the Arbitration Statute, arbitrators are subject to the disciplinary regulations governing judicial public servants, albeit the statute does not expressly delineate their civil and criminal liabilities.

In a recent adjudication, the Council of State determined that the Judicial Branch, as an entity, could be held accountable for the gross negligence of arbitrators. This rationale is predicated on the acknowledgment that arbitrators, functioning as private individuals endowed with transitory and extraordinary judicial powers, can be analogized to judicial public servants. Consequently, liability, akin to that which the Judicial Branch bears for its public servants, may extend to arbitrators. Importantly, the ruling underscored that the standard for establishing arbitrator liability is more stringent than that applied to judicial public servants.

Moreover, arbitral institutions may incur liability for actions and omissions during proceedings if they possess a legal obligation to implement measures and controls to prevent such occurrences.

Currently, the majority of arbitration clauses in Colombia generally do not mandate arbitrators to obtain liability insurance or provide warranties.

 

### 23. Is the principle of competence-competence recognized in your country?

Certainly. The arbitral tribunal possesses the authority to independently determine its own jurisdiction; a principle firmly recognized within the Colombian legal framework. Specifically, Article 30 of the Arbitration Statute elucidates that among the initial duties of the arbitral tribunal is the resolution of the threshold question regarding its competence to adjudicate on the substantive content of the dispute. This determination is subject to challenge through an appeal for reconsideration presented before the same tribunal. Subsequently, after the issuance of the award, it may serve as grounds for an application seeking the annulment of said award.

### 24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

The enforceability of the arbitration agreement is always renounceable by the parties. The Arbitration Statute states that if a matter is brought before a local court and the opposing party does not question or counter with a lack of competence claim due to the existence of an arbitration agreement, then it is understood that the party forgoes the arbitration agreement, and the matter can be validly decided by the local court.

Nonetheless, there have been exceptional cases in which, even though the opposing party waived the arbitration agreement by not claiming the existence of the arbitration agreement and allowing the proceedings to unfold before a local court, judges have found that the existence of the arbitration agreement implies that the matter cannot be decided by that jurisdiction and the parties must be referred to arbitration. We must insist these have been exceptional cases.

### 25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

Article 98 of the Arbitration Statute dictates that if the respondent neglects to respond to the claim as outlined in Article 96 of the Arbitration Statute, the arbitral tribunal is authorized to proceed with the proceedings. It is crucial to note, however, that this failure to respond is not construed as an acceptance of the claimant's assertions. Notably, the legislation does not include any provision authorizing courts to mandate participation in the proceedings.

### 26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

The Arbitration Statute is silent on this matter. However, the international arbitration rules of the arbitration centers of the Chamber of Commerce of Bogotá and Medellín provide that the arbitral tribunal has the power to decide on matters relating to third parties' intervention in the proceedings. In any case, it is an issue that must be assessed on a case-by-case basis.

### 27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

Article 80 of the Arbitration Statute empowers the arbitral tribunal to issue interim measures with the objective of preserving or reinstating the status quo, averting any harm or disruption to the arbitration proceedings, securing assets essential for enforcing the award, and conserving evidence pertinent to the dispute.

Additionally, both Articles 71 and 90 of the Arbitration Statute afford parties the ability to petition local courts for interim measures either before or during the arbitration proceedings. Notably, Article 71 stipulates that such a request does not entail a waiver of the arbitration agreement.

### 28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

The Arbitration Statute does not contemplate these injunctions, and it is not clear whether such injunctions could qualify as interim measures under the Arbitration Statute.

### 29. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

The Arbitration Statute lacks specific provisions concerning evidentiary procedures. Nevertheless, in accordance with Article 92 of the statute, unless

 

otherwise stipulated by the parties and subject to procedural rules, the arbitral tribunal holds the authority to conduct the arbitration in a manner it deems appropriate. This entails the tribunal's power to determine the admissibility, relevance, materiality, and weight of presented evidence.

Furthermore, Article 100 of the Arbitration Statute delineates that both the arbitral tribunal and the parties, with the tribunal's approval, possess the prerogative to seek assistance from judicial authorities for evidence collection. Such assistance is governed by the rules pertinent to the particular means of evidence in question. Consequently, local courts may play a significant role in facilitating evidence gathering. Notably, in line with Article 218 of the General Code of Procedure, courts are empowered to compel witnesses to participate in arbitration proceedings.

### 30. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country?

Law 1123 of 2007, also known as Lawyers' Disciplinary Code, determines the duties, ethical codes and professional standards that must be followed by lawyers in any type of proceedings, including arbitration.

### 31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

The Arbitration Statute is silent on the issue of confidentiality of arbitration proceedings.

### 32. How are the costs of arbitration proceedings estimated and allocated?

While the Arbitration Statute does not specify rules governing the assessment and apportionment of costs, it underscores that such considerations should account for the monetary value in dispute. The statute also imposes a ceiling on arbitrators' fees (equivalent to 1,000 minimum monthly legal salaries) and the tribunal secretary's compensation (50% of an arbitrator's fees).

Arbitral institutions retain the authority to establish fee structures and proceedings costs, contingent upon prior approval by the Ministry of Justice and Law, as elucidated in their respective statutes. Predominantly, these fee structures adhere to the parameters delineated in Decree 1829 of 2013. This remains applicable, provided the claimant has specifically requested the inclusion of pre- and post-award interests, along with the arbitration costs.

### 33. Can pre- and post-award interest be included on the principal claim and costs incurred?

Question answered above.

### 34. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

In accordance with Article 111 of the Arbitration Statute, in order to obtain the recognition and enforcement of an award, the interested party must produce the original award or a copy (and a translation of the award in Spanish if needed). Article 112 of the Arbitration Statute provides the grounds for refusing the recognition of an award.

As to the requirement that the award be reasoned, Article 104 of the Arbitration Statute does indicate that the arbitral tribunal shall state the reasons for the award. However, compliance with this obligation is not included among the requirements for the recognition and enforcement of awards.

### 35. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?

The estimated timeframe for the recognition of an award ranges between one and three years. Regarding the enforcement of an award, the proceedings tend to take between one and two years.

As to the possibility for a party to bring a motion for the recognition on an ex parte basis, Article 115 of the Arbitration Statute provides that the interested party must request recognition with the documents referred in Article 111, and if the documents are found complete, the judicial authority will notify the other party, and give the latter 10 days to make its submission.

### 36. Does the arbitration law of your

 

### country provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?

In accordance with Article 111 of the Arbitration Statute, awards arising from international arbitrations conducted within the jurisdiction of Colombia are deemed as national awards. Consequently, recognition proceedings are unnecessary, contrasting with the requirement for recognition of awards when the arbitration is seated abroad, which must be obtained prior to enforcement.

Additionally, Article 114 of the Arbitration Statute clarifies that the General Code of Procedure does not apply to recognition proceedings. Hence, the rules governing the recognition of foreign awards are exclusively those outlined in the Arbitration Statute and international conventions to which Colombia is a signatory.

### 37. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts

The Arbitration Statute does not prescribe restrictions on the spectrum of remedies available. Consequently, all remedies are accessible, provided they are delineated in the substantive law elected by the parties and do not contravene Colombian international public policy.

### 38. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

The exclusive recourse against an arbitral award is its annulment, as outlined in Article 108 of the Arbitration Statute. Pursuant to this provision, a party may request annulment on the following grounds:

a. If, at the time of arbitration, the party was incapacitated or if the agreement itself was invalid (either under the law chosen by the parties or under Colombian law).

b. If the party was not appropriately notified of the arbitrator's appointment or the initiation of arbitral proceedings, or if it was unable to assert its rights.

c. If the award addresses a dispute not encompassed in the arbitration agreement or contains decisions surpassing the agreed-upon terms.

d. If the composition of the arbitral tribunal or the procedural conduct diverged from the parties' agreement.

Moreover, an award may be annulled ex officio in the following circumstances:

a. If the subject matter of the dispute falls outside the realm of arbitrability under Colombian law.

b. If the award contravenes the international public policy of Colombia.

The procedural intricacies of the award annulment process are elucidated in Article 109 of the Arbitration Statute.

### 39. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

Article 107 of the Arbitration Statute provides parties with the option to expressly relinquish the right to challenge the award through a clear declaration in the arbitration agreement or a subsequent written agreement. This waiver is permissible under the condition that neither party has its domicile or residence in Colombia.

### 40. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

The Arbitration Statute does not incorporate specific provisions pertaining to third parties or non-signatories. Consequently, the matter necessitates individualized consideration based on the circumstances. It is important to note that Colombia acknowledges sovereign immunity, particularly during the enforcement phase. Nevertheless, Colombian legal jurisdictions have acknowledged constraints on the immunity of states under specific conditions, as delineated by international jurisdictions and conventions. These limitations on state immunity from execution have notably been deliberated in the context of labour law cases.

### 41. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?

 

No, third party funding has not been addressed yet by courts.

### 42. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

Emergency arbitrator relief is currently not available in Colombia. However, as previously explained, on the 20th of July of 2021 the Ministry of Justice and Law filed Bill 009 of 2021, which would amend the Arbitration Statute. Article 18 of the bill proposes to introduce the possibility for arbitration centers to include the emergency arbitrator relief in their rules, except in cases involving a public entity.

### 43. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?

The Arbitration Statute is silent regarding this matter. However, the arbitration centers of the Chambers of Commerce of Medellin, Bogota and Cali provide for expedited procedures for claims under a certain value, but only for domestic arbitration. These specific procedures are not available for international arbitration.

### 44. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?

Diversity in the choice of arbitrators and counsel has been mainly promoted through initiatives raised by law firms (e.g., The Equal Representation in Arbitration Pledge or Colombian Very Young Arbitration Practitioners).

### 45. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

There are not reported cases on this matter.

### 46. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?

The act of corruption is addressed within Colombia's Criminal Code. The burden of proof lies with the prosecution, requiring unequivocal evidence to secure the conviction of the accused party. Substantial certainty regarding the alleged facts is a prerequisite for obtaining a conviction.

### 47. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?

On March 16, 2020, the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá released a circular detailing various measure. The most noteworthy among them was the discontinuation of on-site hearings at the Center's facilities. To offset this adjustment, a framework was established to virtualize proceedings, document submissions, and hearings.

Similarly, the Center of Conciliation and Arbitration of the Chamber of Commerce of Medellín issued a circular stipulating the suspension of on-site hearings, with all proceedings transitioning to a virtual format. Document submissions were accommodated through both virtual channels and on-site delivery at the primary headquarters of the center.

### 48. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

The Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá has instituted several measures to encourage the adoption of technology and enhance cost-effective practices in alignment with its commitment to eco-friendly arbitration. Notably, amid the pandemic and beyond, the Center has released a comprehensive guide on virtual hearings. Additionally, it has disseminated circulars directed towards both parties and arbitrators to supplement the regulatory framework for virtual hearings and the handling of electronic documents. Furthermore, an online platform has been launched to facilitate the comprehensive management of all arbitration proceedings in a virtual environment.

 

### 49. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?

Yes, Colombia is deeply involved in the fight against climate change with actions on both international and domestic levels. For instance, Colombia was among the countries that submitted an updated Nationally Determined Contributions to the Paris Agreement by the 2020 deadline. Moreover, in 2021 a new law was enacted in order to strengthen environmental protection by creating new environmental crimes and making sanctions for such crimes more severe.

The Escazú Agreement entered into force on April 22, 2021. It is the first international treaty in Latin America and the Caribbean concerning the environment and the first globally to include provisions regarding the rights of environmental defenders.

### 50. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

There is no available information on this matter.

### 51. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

As of the present date, there are no extant rules or regulations within the jurisdiction that specifically address the utilization of artificial intelligence, generative artificial intelligence, or large language models in the context of international arbitration.

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