

# IBA ARBITRATION COMMITTEE

## Sub Committee on recognition and enforcement of arbitral awards

### COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE VALIDITY OF THE ARBITRAL AWARD

Author<sup>1</sup>

Ricardo A. Ostrower

Marval O'Farrell Mairal – Buenos Aires

September 7, 2021

Name of the Country: Argentina			
I. General questions		(Yes/No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	Yes	<p>On 2018, the Argentine Republic enacted Law No. 27.449 on International Commercial Arbitration (the “LACI” after its acronym in Spanish) which is based on the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration as amended in 2006, with some changes. The following modifications were included:</p> <ul style="list-style-type: none"><li>(i) the exclusion of the possibility for the parties to agree that the arbitration is international (via the exclusion of item (c) of Article 1(3) of the UNCITRAL Model Law);</li><li>(ii) a broader scope of the qualification as commercial is introduced in the LACI, which includes any relationship, contractual or not, completely or mostly governed by private law (Article 6);</li><li>(iii) the inclusion of a provision that provides that an arbitral clause shall not be valid if it gives a party a privileged position for the</li></ul>

---

<sup>1</sup> With assistance from Laura Jaroslavsky and Rocío Goyanes.

			<p>appointment of arbitrators (Article 24);</p> <p>(iv) the inclusion of specific examples that give rise to justifiable doubts regarding the independence and impartiality of arbitrators (Article 28);</p> <p>(v) the prohibition to the parties to release the arbitrators of their obligation to provide reasons on which the award is based (Article 87); and</p> <p>(vi) the replacement of the 3 months period for filing a request for setting aside the award (established in Article 34.(3) of the UNCITRAL Model Law), for a shorter term of only 30-day instead (Article 100).</p>
I.2	<b>Is it required for the award to result from an agreement to arbitrate?</b>	Yes	
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate have to be transcribed into the award?	No	
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	No	
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	NA	
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	Yes	
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	Yes	Article 103 of the LACI provides that an original or a duly certified copy of the award must be included for obtaining its

			<p>enforcement. The LACI does not clarify which type of certification is necessary. Argentine legal doctrine understands that certified copies issued by the arbitral institution should be sufficient. However, if the copy of the award is certified by a foreign notary public, it should be duly legalized by the Argentine consulate with jurisdiction over the country where the documents were issued or with the Apostille made available if the relevant country has ratified the 1961 Hague Convention on the Abolition of Legalization of Documents. If such award is not redacted in Spanish a public translation can be requested by the court.</p>
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	As per Article 86 of the LACI.
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	As per Article 87 of the LACI.
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	Yes	As per Article 88 of the LACI, the award must indicate the seat of the arbitration.
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	As per Article 88 of the LACI, the award must indicate the date of its issuance of the arbitration.
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	NA	The LACI does not govern such topic. However, it is common practice to consider the date of the award to be the date on which the last arbitrator signed the award.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NA	The LACI does not govern such topic.
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	NA	The LACI does not govern such topic.
<b>I.5</b>	<b>Are partial awards permitted?</b>	<b>Yes</b>	

I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		<p>Partial awards are common when there is a bifurcation of the arbitration process.</p> <p>In practice partial awards are rendered: (i) on jurisdictional matters (Article 36 and 37 of the LACI); and (ii) on interim measures (Article 38 and 39 of the LACI).</p>
I.6	<b>Are rectificative or interpretative additional awards permitted?</b>	Yes	
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	<p>The parties can require formal modifications within 30 days of the notification of the award, unless agreed otherwise. In such cases the tribunal shall render the clarifications or corrections within 30 days of the receipt of such request (which can be extended by the arbitral tribunal) (Articles 93-96 of the LACI).</p> <p>In addition, parties may request an additional award to deal with claims not included in the award, within 30 days after the reception of the award (Article 95 of the LACI).</p>
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		See answer to question I.6.a.
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	Yes	
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	NA	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		A rectificative award might be issued <i>-ex officio</i> or by the request of any of the parties- if calculation errors, typing errors or any similar mistakes were made in the original award (Article 93 and 94 of the LACI).

I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?		Unless otherwise agreed, any party can request the arbitral tribunal to interpret a point or part of the award during the following 30 days of the notification of the award (Article 93 of the LACI).
I.7	<b>Are interim or preliminary awards permitted?</b>	<b>Yes</b>	<p>The LACI expressly permits a preliminary award to deal with jurisdictional issues (see Article 36 and 37) and interim measures (see Article 38).</p> <p>Articles 36 and 37 of the LACI establish that in exercising their competence-competence, the arbitral tribunal may rule on its own jurisdiction either as a preliminary matter or in the award on the merits.</p> <p>Article 38 of the LACI establishes that unless otherwise agreed by the parties, the arbitral tribunal may, upon request, grant interim measures. Article 39 of the LACI defines ‘interim measure’ as “<i>any temporary measure [issued by the arbitral tribunal] whether in the form of an award or in another form (...) at any time prior to the issuance of the award by which the dispute is finally decided</i>”. Therefore, these interim measures may be issued at any stage of the arbitral proceedings.</p>
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	Yes	No specific prohibition is included in the LACI.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	Decisions on liability shall be considered a final award.
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	No	This type of decisions will be considered a final award.
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	No	
I.8	<b>Are awards by consent accepted?</b>	<b>Yes</b>	Article 84 of the LACI expressly permits awards by consent. As per article 85,

			awards by consent shall have the same nature and effects that any other award.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?		The requirements are the same to the ones applicable for final awards.
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
<b>I.9</b>	<b>Are default awards accepted?</b>	<b>Yes</b>	
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	No specific requirements are included in the LACI. General rules for final awards are applicable. However, default awards do not require to state the reasons upon which the award is based (Article 87 of the LACI).
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	NA	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	No	No specific regulation on this matter is included in the LACI.
<b>I.10</b>	<b>Is there a time limit requirement to render the award?</b>	<b>Yes</b>	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		For arbitrations rendered on equity and if the Argentine Civil and Commercial Procedural Code (“CPCCN” per its acronym in Spanish) is applicable, the deadline is 3 months (as per article 770 of the CPCCN). However please note that the Argentine Republic is a federal state and that procedural matters are regulated by each Province. Therefore, the different provincial procedural codes

			<p>might regulate specific deadlines that could be applicable.</p> <p>If the arbitration is rendered on law, no specific deadline is included in the LACI nor in the CPCCN. Therefore, the parties or the judge may decide the deadline applicable.</p>
<b>I.11</b>	<b>Are arbitrators required to meet certain qualifications?</b>	<b>Yes</b>	
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.		Arbitrators (i) must be of legal age; (ii) shall be in full exercise of their civil rights (743 CPCCN).
<b>II. Language</b>			
<b>II.1</b>	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	<b>Yes</b>	Unless otherwise agreed by the parties (Article 68 of the LACI).
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	Yes	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	NA	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	

II.2	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	No	No specific requirements are included in the LACI.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	NA	
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	NA	
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	NA	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	NA	
II.3	<b>Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?</b>	Yes	If agreed by the parties or decided by the arbitral tribunal (see Article 68 of the LACI).
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	NA	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	No specific requirement is included in Argentine law. Therefore, the translator could be selected by the common agreement of the parties, or by the Arbitral Tribunal, if such an agreement is not possible.



II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie. sworn translator</i> )?	NA	
<b>III. Signature, date and place</b>			
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	No	No specific provision is included in the LACI. In addition, there is no case law on this matter. An electronic signature will probably not suffice the formal requirements to be considered as a binding award. Although the digital signature is valid under the Argentine law No. 25,506 the digital signatures certified abroad are not binding in Argentina except for those certified in Chile and Uruguay.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	NA	<i>See answer to question III.1.</i>
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	NA	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	<b>In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?</b>	Yes	See Article 86 of the LACI. Such article provides that the award shall be rendered in writing and shall be signed by the arbitrator or arbitrators. If the arbitral tribunal is composed by more than one arbitrator an award that includes only the signature of the majority of the arbitrators will suffice, provided that an

			explanation of the reasons for the lack of the remaining signature is included.
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	
III.3	<b>In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?</b>	Yes	No specific requirements are included in the LACI
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	Yes	As per Article 86 of the LACI if a signature is missing, its reasons shall be included in the award.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	NA	No specific regulation is included in the LACI.
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	Yes	Even if no specific regulation is included in the LACI, in case of unanimous decisions, all arbitrators shall sign the award. However, the award could be signed only by the majority as explained above in III.2.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	Article 86 of the LACI states that, in cases when more than one arbitrator conforms the arbitral tribunal, the award must be signed by the majority of the arbitrators, provided that an explanation of the reasons for the lack of the remaining signature is included.
III.5	<b>Is initialling of all the pages of the award required?</b>	No	The LACI does not govern this specifically.
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	NA	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	No specific prohibition is included in this regard in the LACI.

III.6	<b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>	No	The LACI does not govern this specifically.
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	No specific prohibition is included in this regard in the LACI.
III.7	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	No	The LACI does not govern this specifically.
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	The LACI does not govern this specifically.
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	NA	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	
III.8	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	No	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
III.9	<b>Is it required for the arbitral award to bear the date?</b>	Yes	
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	No	No specific requirement is included in the LACI
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	There is no specific regulation. However, it is common practice

III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	NA	
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/month/year)?	NA	
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	No	No specific regulation on this issue is covered by the LACI. However please note that in ICC arbitrations (which is commonly used in international arbitrations in Argentina) the date of the award is always subsequent to the date of the confirmation of the award by the ICC Court.
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	Yes	No specific regulations are included in

III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	NA	
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	Yes	Article 88 of the LACI provides that the award shall state the seat of the arbitration.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NA	
III.13	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	No	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
III.14	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	No	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NA	
<b>IV. Notification of the award</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>

IV.1	<b>Are there any specific required means for the notification of the award?</b>	Yes	The arbitral tribunal shall notify the award to each party by delivering a duly signed copy (as required by Article 86 of the LACI). See Article 89 of the LACI).
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	No specific requirement is included in the LACI but in principle there is no obligation to do it through judicial assistance.
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	No	The LACI does not establish such formality. It will ultimately depend on the rules applicable to the arbitral proceeding
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	
IV.2	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	
IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	No	No specific obligation in this respect is set forth.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	Yes	
IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	No	
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	It will ultimately depend on the rules of the arbitral institution.
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	Yes	
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	Yes	Article 89 of the LACI provides that after the award has been rendered, the arbitral tribunal shall deliver a signed copy of the award to each of the parties.

IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No	
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	No	
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	No	
IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	No	As a general rule, it is not necessary to provide an original version of the award to the courts of the seat of the arbitration. However, if recognition and enforcement of such award is requested by a party in the seat of the arbitration, an original or duly authenticated copy of the award must be presented. Same criteria applies if a party seeks the annulment of the award.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	<i>See answer to question IV.7.</i>
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	<i>See answer to question IV.7.</i>
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	<i>See answer to question IV.7.</i>
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	<i>See answer to question IV.7.</i>
IV.8	<b>Is it required for the notification of the award to be made by international courier?</b>	No	No specific regulation is included in the LACI

IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	No regulation on this matter is included in the LACI, but it is not prohibited.
IV.9	<b>Is it required for the notification of the award to be made by public postal services?</b>	No	No specific regulation is included in the LACI
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	No regulation on this matter is included in the LACI, but it is not prohibited.
IV.10	<b>Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?</b>	No	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	No regulation on this matter is included in the LACI, but it is not prohibited.
IV.11	<b>After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?</b>	No	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	



IV.12	<b>Is there any time limit established for notification purposes?</b>	No	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	NA	
IV. 12	<b>Are there any additional specific local requirements for the notification of the award?</b>	No	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
<b>V. Confidentiality</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
V.1	<b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>	No	<p>Although the Argentine National Court of Appeals on Commercial Matters recognized that confidentiality is an element that must be present in domestic and international arbitration (<i>Accor Argentina SA y otro v. NSB DB y otros</i>, April 3, 2014), the LACI, which applies to international arbitration, does not address confidentiality explicitly. This is consistent with the UNCITRAL Model Law on which it is based.</p> <p>Therefore, while there is no such explicit obligation in the LACI regarding confidentiality of the award during its drafting, it is generally accepted that drafts of the award are to be kept confidential.</p> <p>The obligation of confidentiality imposed on arbitrators may result from the arbitration rules chosen by the parties. In Argentina the major institutional arbitration rules are from the <i>Tribunal de Arbitraje General de la Bolsa de Comercio de Buenos Aires</i>, the <i>Tribunal de Arbitraje General de la Bolsa de Comercio de Rosario</i>, and the <i>Cámara Arbitral de la Bolsa de Cereales</i>. Furthermore, there are some private institutions such as the CEMARC, <i>Centro de Mediación y Arbitraje Comercial de la Cámara</i>, and</p>

			the CEMA, <i>Centro Empresarial de Mediación y Arbitraje</i> , which have arbitration rules based on the UNCITRAL Arbitration Rules.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	No	<i>See Answer to question V.1.</i>
V.2	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	No	<i>See Answer to question V.1.</i>
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	No	<p>However, Section 62 of the LACI states the parties shall be treated equally and each party shall be given a full opportunity to assert its rights.</p> <p>Thus, confidentiality of the arbitrators' deliberations guarantees the equality of the parties in the proceedings and safeguards the right to a defense, as well as the independence of arbitrators.</p>
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	No	<p>The LACI only states that after the award has been rendered, the tribunal shall notify each of the parties by delivery of a copy, signed by the arbitrators. It has no provisions regarding the confidentiality of the notification of the award.</p> <p>The arbitration agreement rendered between the Parties regarding confidentiality of the award, and the institutional rules can determine the obligation to preserve confidentiality during the notification of the award.</p> <p>The CEMARC Rules provide that the decisions and awards are private and confidential and that they will not be divulged by the arbitrators, the CEMARC, or anyone who has participated in the arbitration proceeding. The Rules of the Public Bar Association of Buenos Aires also provides for the confidentiality of all matters related to the arbitration, however it states that the Board of Directors shall keep a record of all awards, and may publish the rulings issued without mentioning the names of parties or third parties.. Other</p>

			Argentinean institutional rules provide for the confidentiality of the arbitration proceedings.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	NA	
V.4	<b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>	No	
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	<b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	<b>Does the award need to explicitly provide if it is (or not) of confidential nature?</b>	No	
<b>VI. Secretary of the Arbitral Tribunal</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
V.I.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	No	<p>The LACI does not address the appointment of a Secretary of the Arbitral Tribunal.</p> <p>Generally, for an arbitral secretary to assist the parties, such possibility needs to be foreseen in the rules of the arbitral institution, which is administering the</p>

			arbitration, or otherwise needs to be accepted by the parties.
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	NA	
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	NA	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	NA	
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	NA	
<b>VI.2</b>	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	<b>No</b>	There is no specific regulation under Argentine law.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	No	Article 86 of the LACI states that the award shall be signed by the arbitrator or arbitrators. In the case of arbitration proceedings with more than one arbitrator, the signatures of the majority of the members of the arbitral tribunal shall be sufficient, provided that the reasons for the absence of one or more signatures are recorded.  There is no obligation for the secretary of the arbitral tribunal to sign the award.
<b>VI.3</b>	<b>In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award</b>	<b>NA</b>	

	to contain a description of the scope and extent of such assistance?		
<b>VII. Content of the award</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	<p>Article 87 of the LACI expressly establishes that the arbitral award must state the reasons upon which the award is based. Section 87 of the LACI differs from the UNCITRAL Model Law, which allows the parties to agree that no reasons are to be given in the award.</p> <p>Moreover, the Argentine Supreme Court has consistently held that the reasoning is an essential characteristic of every judgement. The Supreme Court has considered that there exists a constitutional requirement according to which all judgments shall be adequately reasoned (<i>Fallo 236:27</i>).</p> <p>The breach of this requirement may result in the annulment of the award or its non-recognition and enforcement, on the grounds of due process violation.</p> <p>This requirement is not necessary if the award is issued in the context of a settlement agreement reached between the parties, in accordance with Chapter 3 of the LACI.</p>
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	<p>Article 86 of the LACI requires that the arbitral award be written and signed by the members of the arbitral tribunal.</p> <p>Article 88 of the LACI demands that the award states the date of issuance and the place of the arbitration as determined by the parties or the arbitral tribunal (in accordance with Article 65 of the LACI).</p>
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	No	There is no express requirement for the award to contain the names and addresses of the parties.

VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	No	There is no express requirement for the award to contain the names and addresses of the legal representatives of the parties.
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	Yes/No	Article 88 of the LACI demands that the award states the date of issuance and the place of the arbitration as determined by the parties or the arbitral tribunal (in accordance with Article 65 of the LACI).  There is no express requirement for the award to contain the parties and precise terms of the arbitration agreement.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	No	
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	No	There is no express requirement for the award to contain the law or rules applicable to the arbitration agreement.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	NA	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	No	There is no express requirement for the award to indicate the laws applicable to the merits of the dispute.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	NA	

VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	NA	
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	There is no express requirement for the award to indicate the procedural rules governing the arbitration.
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	There is no express requirement for the award to indicate the language of the arbitration.
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	NA	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	NA	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	No	There is no express requirement for the award to contain the name, nationality, and contact details of each of the arbitrators.
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	There is no express requirement for the award to contain a description as to how the arbitrators were appointed.
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	No	There is no express requirement for the award to indicate the case reference stipulated by the arbitral institution.
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	No	There is no express requirement for the award to contain a chronology of the events that led to the dispute.

VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	There is no express requirement for the award to contain the principal chronology of the proceedings.
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	There is no express requirement for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case.  However, the LACI establishes that the award must state the reasons upon which the award is based.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	There is no express requirement for the award to indicate the time limit for rendering the award.
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	No	There is no express requirement for the award to indicate the type of award.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	NA	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	No	There is no express requirement for the award to indicate the subject matter of the award. However, it should result from the necessary reasoning of the award.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	NA	
VII.3	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	No	There is no express requirement for the award to include the procedural history of the case.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	NA	



VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	NA	
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	NA	
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	NA	
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	NA	
VII.4	<b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>	No	There is no specific regulation on this matter under Argentine law.  However, since awards must be reasoned it is expected that a clear reference is made regarding the prior award.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	<b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>	Yes	Article 87 of the LACI expressly establishes that the arbitral award must state the reasons upon which the award is based.

			Since awards must be reasoned it is expected for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award.
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	Yes	<i>See answer to question VII.5.</i>
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	Yes	<i>See answer to question VII.5.</i>
VII.6	<b>Is it required for the award to recite the parties' request for relief?</b>	No	There is no specific requirement regarding this matter under Argentine Law. However, since awards must be reasoned it is expected for the award to recite the relief sought by the parties and identify any withdrawal or modification of claims or waivers.
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	NA	
VII.7	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	No	There is no specific requirement regarding this matter under Argentine Law. However, since awards must be reasoned it is expected for the award to identify the issues to be decided by the arbitral tribunal.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	NA	
VII.8	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	No	There is no specific requirement regarding this matter under Argentine Law. However, since awards must be reasoned it is expected for the award to contain an account of the relevant facts of the dispute.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	NA	

VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	Yes	<p>Article 87 of the LACI expressly establishes that the arbitral award must state the reasons upon which the award is based.</p> <p>Since awards must be reasoned it is expected for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts.</p>
VII.9	<b>Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?</b>	No	There is no specific requirement regarding this matter under Argentine Law.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	NA	
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	NA	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	NA	
VII.10	<b>If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	No	There is no specific requirement regarding this matter under Argentine Law. However, since awards must be reasoned it is expected for the award to set out the parties' positions regarding the dispute on the applicable procedural rules.
VII.11	<b>If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?</b>	Yes	<p>Article 87 of the LACI expressly establishes that the arbitral award must state the reasons upon which the award is based.</p> <p>Since awards must be reasoned it is expected for the basis upon which the procedural rules are determined to be included in the award.</p>

VII.12	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	No	There is no specific requirement regarding this matter under Argentine Law. However, since awards must be reasoned it is expected for the award to set out the parties' positions regarding the dispute on the laws applicable to merits.
VII.13	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?</b>	No	Article 87 of the LACI expressly establishes that the arbitral award must state the reasons upon which the award is based.  Since awards must be reasoned it is expected for the award to include the reasoning and determination by the arbitral tribunal in such regard.
VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	No	There is no specific requirement regarding this matter under Argentine Law. In addition, the arbitral award is not subject to stamp tax.
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	No	There is no specific requirement regarding this matter under Argentine Law.  However, given that Article 99 of the LACI provides that the arbitral award may be annulled by domestic tribunals if it is contrary to Argentine public order, if the arbitrators consider that the arbitration proceeding itself affects the Argentine public order (i.e. by having an unlawful object), they may not issue an award on the merits.
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
<b>VIII. Reasoning and findings</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>

VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	Yes	See answer to question VII.1.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	No	There is no express requirement for the award to make references to the factual record. However, it should result from the necessary reasoning of the award.
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	No	
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	No	See answer to question VII.1.
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	Yes	<p>Under Argentine law, <i>ex aequo et bono</i> arbitrations are referred as <i>arbitraje de amigables componedores</i>. This expression includes all awards that must not be based on law, but on equity.</p> <p>Pursuant to Article 81 of the LACI, the arbitral tribunal shall decide <i>ex aequo et bono</i> or as <i>amiable compositeur</i> only if the parties have expressly authorized it to do so.</p>
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	Yes	<p>In Argentina, judges have the power to assess the facts of the case under the legal rule they consider to be applicable, independently of the legal provisions introduced by the parties. This power derives from the <i>iura novit curia</i> principle, which basically means '<i>the judge knows the law</i>'.</p> <p>In the case of arbitration proceedings, the Federal Court on Civil and Commercial matters has stated that arbitral tribunals have the power to submit the facts of the case under the rule that it considers to be applicable, regardless of the arguments</p>

			<p>presented by the parties (<i>CNFedCivCom, Sala II, Titarelli Vitivinicola y Olivícola S.A. c. Titarelli, August 31, 2009</i>).</p> <p>However, the exercise of the <i>iura novit curia</i> power is limited by the principle of congruence. On the bases of the principle of congruence, the Argentine Supreme Court has held that judges cannot base a judicial decision on defenses which were not invoked by the defendant (<i>Fallo 329:513</i>), cannot provide for a compensation of a loss not requested by the claimant (<i>Fallo 317:177</i>), cannot alter the factual bases of the claimant's submissions (<i>Fallo 327:2471</i>), and cannot order a remedy different from those sought by the parties (<i>Fallo 313:915</i>).</p>
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	Yes	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		<p>See answer to question VIII.5.</p> <p>Arbitrators must always guarantee the principle of equality and give full opportunity to each party to assert its rights (Article 62 of the LACI).</p>
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
IX.1	<b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>	Yes	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	NA	
IX.2	<b>In the case of final awards, is it required for the award to include a “catch-all” <i>dispositif</i> (i.e. all other claims are dismissed)?</b>	No	

IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	Argentine law does not include limitations on remedies.
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	Yes	
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	
IX.6.a	If your answer to question IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
<b>X. Dissenting and separate opinions</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	The LACI does not contain an express provision regarding the admissibility of dissenting opinions. However, they are generally recognized in practice.
X.1.a	If your answer to question X.1 is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	There is no express requirement regarding this matter under Argentine Law.
X.1.b	If your answer to question X.1.a is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	There is no express requirement regarding this matter under Argentine Law.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	
X.2.a	If your answer to question X.2 is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	The Argentine National Appellate Court on Commercial Matters has stated that an award that contains references to the dissenting opinion of one of the arbitrators does not constitute essential procedural violations ( <i>CNCom, Sala A</i> ,

			<i>Aronna Alberto Angel c. Petrobras Argentina S.A., November 5, 2013).</i>
X.3	<b>If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?</b>	No	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	
<b>XI. Reservation of issues</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
XI.1	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	Yes	In the event partial awards are rendered, the arbitral tribunal could reserve other issues for later determination.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No	However, it is common practice to do so at least in an indirect manner – <i>i.e.</i> stating that the issues which are not resolved in the partial award are left pending for later determination.
<b>XII. Style and length</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
XII.1	<b>It is required for footnotes and citations in the award to be presented in a specific style?</b>	No	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	NA	
XII.2	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	Yes	
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	No	There is no specific regulation on this matter under Argentine law.  However, since awards must be reasoned it is expected that a clear distinction is made regarding the pre-award interests and the post-award interests.



<b>XII.3</b>	<b>Are there any restrictions or requirements as to the length of the award?</b>	<b>No</b>	The length of the award is irrelevant as long as it constitutes a reasoned conclusion deriving from the factual circumstances and the applicable law at stake.
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	
<b>XIII. Award of costs</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
<b>XIII.1</b>	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	<b>No</b>	The LACI does not contain provisions on this matter. However, it should result from the necessary reasoning of the award.
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	Yes	As a general rule, only costs specifically incurred for the purpose of the arbitration proceedings are recoverable. These costs include costs linked to the procedural activity of the parties. Also, in some cases costs related to preparatory works may be required, but the requiring party must demonstrate the link with the outcome of the arbitration proceeding. These costs must have been reasonably incurred.
<b>XIII.2</b>	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	<b>No</b>	Arbitral tribunals in Argentina are likely to follow the principle of costs follow event (meaning that losing party pay costs), and therefore they do not usually take into consideration the conduct followed by the parties.  However, arbitral tribunals enjoy a degree of discretion and, therefore, costs could be proportionally allocated to the parties' success on individual points and in the light of the conduct in the proceedings. Of course, if the agreement entered into by the parties establishes any rule on this topic, such agreement will prevail.

XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	Yes	<i>See answer to question XIII.2.</i>
<b>XIII.3</b>	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	<b>No</b>	The LACI does not contain provisions on this matter
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	Yes	
<b>XIII.4</b>	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	<b>No</b>	<i>See answer to question XIII.2.</i>
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	Yes	<i>See answer to question XIII.2.</i>
<b>XIII.5</b>	<b>Regarding the arbitral tribunal's costs &amp; expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?</b>	<b>Yes</b>	<p>The LACI does not contain provisions on this matter.</p> <p>However, the arbitration rules of the most relevant institutions provide that the award will contain a decision on costs. For example:</p> <ul style="list-style-type: none"> <li>(i) The Buenos Aires Stock Exchange's Rules explicitly provides that the arbitral tribunal must include a determination of the costs of the arbitration.</li> <li>(ii) The Rules of the Buenos Aires Grains Stock provide that the arbitral tribunal will determine and allocate the costs of the proceedings, including the institution's fees, the arbitrator's fees and expenses, and the parties' expenses.</li> </ul>
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	<i>See answer to question XIII.5.</i>

XIII.6	<b>Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?</b>	No	The LACI does not contain provisions on this matter. The agreement entered into by the parties will prevail.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	<b>Is it required for the award on costs to be reasoned?</b>	Yes	In practice, arbitrators provide reasoning on their decision on costs especially if they do not apply the cost follow the event rule.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	NA	
XIII.8	<b>Are the arbitrators required to use certain size/type of paper?</b>	No	
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	No	
<b>XIV. Structure of the Award</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XIV.1	<b>Is it required for the award to separate its formal from is substantive aspects?</b>	No	
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	<b>Is there a requirement to follow a specific structure of the award?</b>	No	

XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	No	However, most awards include a general structure in which first an introduction and a brief description of the conflict is made, and second the reasoning of the decision and the operative part is included.
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	NA	
XIV.3	<b>Is it required to address jurisdiction before substance?</b>	No	However, it is common practice.
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	
XIV.4	<b>Is it required to discuss the merits of the claim before quantum?</b>	No	However, it is common practice.
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
XIV.5	<b>When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?</b>	No	However, it is common practice.
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	Yes	
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	No	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	

XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
<b>XV.2</b>	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	<b>No</b>	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
<b>XV.3</b>	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	<b>No</b>	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	
<b>XV.4</b>	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	<b>No</b>	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	Yes	
<b>XV.5</b>	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	<b>No</b>	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	

XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	Yes	
XV.6	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	Yes	<p><i>See answer to question VIII.5.</i></p> <p>In general, the application of the <i>iura novit curia</i> principle is admitted. However, arbitrators should ensure the principle of equality and give full opportunity to each party to assert its rights (Article 62 of the LACI).</p>
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	Yes	
XV.7	<b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	
XV.8	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	<p><i>See answer to question VIII.5.</i></p> <p>In general, the application of the <i>iura novit curia</i> principle is admitted. However, arbitrators should ensure the principle of equality and give full opportunity to each party to assert its rights (Article 62 of the LACI).</p>
<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XVI.1	<b>Are annexes to the award permitted?</b>	Yes	The LACI does not limit the incorporation of annexes in an award.

XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	It depends on the nature and complexity being analyzed in each case.
XVI.2	<b>Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?</b>	Yes	The LACI does not limit the use of tables, diagrams, flow charts or any other tools used by the arbitral tribunal during the deliberation process, in an award.
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	No	It depends on the nature and complexity being analyzed in each case.
XVI.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	<p>The LACI does not provide any specific limitation to the production of tables, diagrams, flow charts, between others, by the arbitral tribunal.</p> <p>However, given that arbitral awards must be reasoned it is expected that all tools used by the arbitral tribunal as part of their reasoning are included.</p>
<b>XVII. Miscellaneous</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	No	<p>In synthesis, the Argentine requirements for the validity of an award are the following:</p> <ul style="list-style-type: none"> <li>(i) the award must be made in writing (Article 86 of the LACI);</li> <li>(ii) the award must be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the majority of the appointed arbitrators must sign the award, stating the reasons for the absence of one or more signatures (Article 86 of the LACI);</li> <li>(iii) the award must state the reasons on which it is based, except that it is rendered in the context of a settlement agreement reached between the parties (Article 87 of the LACI);</li> <li>(iv) the award must state the date on which it was rendered and the</li> </ul>

			(v) place of arbitration (Article 88 of the LACI); and after the award has been rendered, the arbitral tribunal must notify each of the parties by delivering a signed copy of the award (Article 89 of the LACI).
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	NA	