

**REGULATIONS FOR THE OPERATION OF THE  
ARBITRATION AND MEDIATION CENTER OF THE  
ECUADORIAN-AMERICAN CHAMBER OF COMMERCE**

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## **Regulation for the Operation of the Arbitration and Mediation Center of the Ecuadorian-American Chamber of Commerce**

The Legal Committee and the Directors of the Arbitration and Mediation Center of the Ecuadorian-American Chamber of Commerce, IN CONSIDERATION OF:

**WHEREAS** the *Political Constitution of the State* recognizes alternate dispute resolution, arbitration and mediation *inter alia*, as valid and useful mechanisms;

**WHEREAS** the *Arbitration and Mediation Law* empowers both public and juridical entities or individuals to use arbitration and mediation procedures;

**WHEREAS** the traditional use of litigation and confrontation should be substituted by dialogue and conciliation;

**WHEREAS** the Arbitration and Mediation Center needs to have an appropriate operations regulation to efficiently enforce arbitration and mediation proceedings;

**WHEREAS** Article 38(d) of the EACC's bylaws stipulates that the organization and regulation of the mediation and arbitration centers are among the Board of Directors' duties;

**WHEREAS** in order to comply with the provisions of Articles 39, 40, and 52 of the *Arbitration and Mediation Law*, the EACC's Board of Directors approved this Regulation for the operation of the Ecuadorian-American Chamber of Commerce's Arbitration and Mediation Center.

**WHEREAS** the AMC is furnished with the suitable infrastructure, administrative and technical systems, and sufficient administrative and technical staff to assist arbitration and mediation processes and to provide professional training and information to arbitrators, mediators and arbitration secretaries contained on the AMC's official lists, as well as to the public in general;

**WHEREAS** the AMC shall use arbitration and mediation procedures as agile and effective alternative mechanisms for the resolution of disputes.

In exercise of its legal and regulatory powers, the Board of Directors of the EACC hereby RESOLVES to issue the following Regulation for the Ecuadorian-American Chamber of Commerce's Arbitration and Mediation Center.

### **CHAPTER I PURPOSE, DOMICILE, OBJECTIVE, AND RESPONSIBILITIES**

**Art. 1.** In order to facilitate the solution of disputes through alternative controversy solution methods, the Ecuadorian-American Chamber of Commerce (hereinafter "EACC" or the "Chamber"), hereby creates the Arbitration and Mediation Center (hereinafter the "AMC" or the "Center"), as a scribed organization. The Arbitration and Mediation Centers shall have its own operation rules and organization, set forth in this Regulation and Annexes thereto. The Center will be a non-profit organization with the capacity to undertake obligations.

Its administration shall be subject to the *Arbitration and Mediation Law*, published in Official Registry No. 145 of September 4, 1997, as well as its Regulation, this Regulation, and other rules issued for this purpose.

The AMC's domicile shall be the city of Quito and, in order to comply with its purpose, it will be headquartered at Avenida 6 de Diciembre y La Niña, Edificio Multicentro, Fourth Floor. AMC agencies can be established in other cities of Ecuador where the Chamber has sectional offices.

The rules contained herein are mandatory for the operation and administration of the Center. They are also obligatory for all arbitrators, mediators, arbitration secretaries, and applicants or participants in any dispute submitted to the AMC.

The AMC shall perform its activities in a confidential and reserved manner under the rules and principles set forth in the *Code of Ethics*, which shall constitute an integral part of this Regulation.

**Art.2.** The purpose of the Arbitration and Mediation Center is to contribute to the solution of disputes through the use of various alternative methods; especially arbitration and mediation.

It is understood that any dispute or controversy submitted to arbitration or mediation with the EACC's AMC shall be subject to this Regulation and shall be processed and solved in accordance with the *Arbitration and Mediation Law* and other rules issued for this purpose.

**Art.3.** In order to carry out its purpose, the AMC shall have the following powers, duties, and responsibilities:

1. To assure that the services provided by AMC are completed in an efficient manner pursuant to the law and ethics;
2. To increase awareness and use of arbitration, mediation, and other alternative dispute resolution mechanisms;
3. To develop lists of arbitrators, mediators, arbitration secretaries, and experts.
4. To appoint arbitrators and mediators in accordance with the law and this Regulation;
5. To keep a systemized file of mediation minutes and arbitration awards for consultation and the issuance of certified copies thereof in cases authorized by law;
6. To keep statistical files to qualitatively gauge the performance of the Arbitration and Mediation Center;
7. To develop professional training and formation programs on alternative dispute resolution methods for arbitrators, mediators, and arbitration secretaries; as well as for the members of the EACC and the general public, whether on its own or in collaboration with other centers, universities, governmental and non-governmental organizations;
8. To develop studies and reports on alternative dispute resolution methods;
9. To provide counseling services to other arbitration and mediation centers who may require it;
10. To keep, promote, and execute agreements designed to improve relations with national or foreign organizations and institutions interested in arbitration and mediation and other alternative dispute resolution methods; and
11. To promote joint efforts between legally established arbitration and mediation centers.

## **CHAPTER II THE CENTER'S ORGANIZATION AND PERFORMANCE**

### **SECTION I ORGANIZATION**

**Art.4.** The Arbitration and Mediation Center is constituted as follows:

- A) The Board of Directors;
- B) The Director of the Center;
- C) The Deputy Director and any support staff that may be necessary; and,
- D) The Arbitrators, Mediators, and Arbitration Secretaries.

## SECTION II THE BOARD OF DIRECTORS

**Art.5** . The AMC shall be governed by its Board of Directors. The Board will be the maximum authority and be comprised of five members as follows:

1. The President of the Ecuadorian-American Chamber of Commerce, or his/her delegate.
2. The President of the EACC's Legal Committee, or his/her delegate.
3. One delegate from the Ecuadorian-American Chamber of Commerce's Board of Directors, who shall act as President of the AMC's Board of Directors.
4. The Executive Director of the Ecuadorian-American Chamber of Commerce, or Deputy Director in his/her absence, or his/her delegate;
5. One arbitrator or mediator from the official list, duly appointed by the EACC's Board of Directors.

The CCEA's Board of Directors shall appoint its delegate and the delegate of arbitrators and mediator on an annual basis in its first session of the year. The former chairmen of the CAM's Board of Directors shall be ex officio members of the Board of Directors. The CAM's Director and/or Sub-Director may attend to every meeting held by the Board of Directors and shall have the right to speak and vote.

### **Art.6. Organization and Functions**

The Board of Directors shall be presided over by its President and Vice President, who shall remain in office for one year. Board of Directors meetings shall be directed by the President of the AMC's Board of Directors, or the person legally entitled to replace him/her. In the event that the President or Vice President, or their delegates, are absent, an *ad hoc* president shall be appointed by simple majority for that meeting.

The AMC's Director or Deputy Director, as the case may be, shall act as Secretary.

Board of Directors meetings shall be convoked by the President of the AMC's Board of Directors or the AMC's Director, in the absence of the latter, the EACC's Executive Director or Deputy Director via letter, fax, e-mail, or other similar means, duly stipulating the agenda. Such notifications shall be given at least 8 days prior to the meeting's date.

The Board of Directors shall meet on a regular basis every four months, and on a special basis at any time, to learn of the matters included on the agenda. Such meetings may be held at any site.

At least three members of the Board must be present at the meeting for quorum to be established. In the absence of the principal(s), Delegates shall take part in the meetings with the right to speak and vote. All resolutions issued by the Board of Directors shall be made by simple majority of votes. In the event of a tie, the President of the Board of Directors shall cast the determining vote.

The minutes of the Board's meetings shall be kept summarizing its deliberations and agreements. Such minutes shall be signed by the President and Secretary of the respective meeting.

Among the functions of the Board of Directors are the following:

1. To submit to the EACC's Board of Directors, for its approval, the AMC's Regulation, amendments, manuals, and other legal instruments, as well as fees and administrative expenses for arbitration, mediation, and expert proceedings;

2. To assure the enforcement of the Law, this Regulation and the *Code of Ethics*. To this end, it shall make use of all necessary powers.
3. To appoint the Center's Director and Deputy Director upon prior verification of the requirements set forth in this Regulation; as well as to remove them for justified motives;
4. To annually review the official lists of the AMC's arbitrators, mediators, arbitration secretaries, and experts, as well as to decide on the inclusion or exclusion of any persons contained on such lists, and submit same for the approval of the EACC's Board of Directors;
5. To be familiar with and approve the annual report submitted by the Center's Director;
6. To define the AMC's policies; and,
7. Other functions granted to it by Law and this Regulation.

### **SECTION III THE DIRECTOR**

**Art. 7.** The Director shall be responsible for the AMC's administration and control notwithstanding special faculties deferred to other persons in this Regulation.

The Director shall be responsible for coordinating all functions set forth in this Regulation and those provided by AMC's Board of Directors.

**Art. 8. Selection Requirements for AMC's Director:**

- a) To be an attorney and Doctor of Jurisprudence;
- b) To be over 25 years old;
- c) Proven broad knowledge and experience in the material of alternative dispute resolution methods as well as in administration and management ;
- d) Fluency in English language preferred;
- e) Any other trait of probity and excellence that the Board of Directors should deem to be pertinent.

**Art. 9.** The Director shall be appointed by the AMC's Board of Directors among the candidates who comply with the aforementioned requirements, and shall be subject to the Center's *Code of Ethics* where applicable.

**Art. 10. Rights and Duties of Director:**

1. Direct, organize, and administer the AMC and carry out whatever activity is necessary for its proper performance and promotion in order to achieve its purposes;
2. To ensure that the services rendered by the AMC are provided in an efficient manner in conformance with the Law, this Regulation, and the *Code of Ethics* ;
3. To qualify arbitration petitions and process the initial stage of arbitration procedures in accordance with the Law; cooperate with the arbitration tribunals and secretaries;
4. To arrange sponsorships from national and international organizations that are willing to sponsor AMC activities;
5. To define and coordinate the dissemination and promotion of AMC programs and methods of alternative dispute resolution;
6. To recommend candidates for AMC's Board of Directors and the official lists of arbitrators, mediators, arbitration secretaries, and experts, after due verification of their suitability and their compliance with the requirements of the Law and this Regulation;
7. To recommend the exclusion of members from AMC's official lists, as per what is established in this Regulation;
8. To appoint from the list of mediators who will participate in the different cases submitted to the AMC in accordance with this Regulation; to administer and cooperate in mediation proceeding; if all requirements to act as a mediator are met, he/she may

- act as such whenever appointed in accordance with this Regulation, in cases of emergency and whenever requested by the parties.
9. To submit the annual activities plan to AMC's Board of Directors for approval. In the event that the Board of Directors should so require, he/she shall submit additional reports;
  10. To send an annual report to the National Juridical Council on the mediation proceedings carried out in the AMC;
  11. To ensure the confidentiality of the proceeding submitted to the AMC;
  12. To suggest to the AMC Board of Directors amendments to the Center's Regulation and Annexes;
  13. To maintain AMC's official lists, as well as records and statistics of its performance;
  14. To grant written authorizations for the participation of independent mediators upon prior application filed by the interested parties and the payment of corresponding registration fees;
  15. To develop training programs on alternative dispute resolution methods for arbitrators, mediators, arbitration secretaries, and the general public. These programs may be developed in coordination with and collaboration from other public and private centers, universities, and national and foreign institutions; after prior execution of the corresponding agreements.
  16. To issue certified copies of documents contained in AMC files where permitted by law.
  17. To coordinate with other centers and universities the dissemination and instruction of alternative dispute resolution methods, as well as any other program of mutual interest;
  18. To exercise other functions assigned by the Board of Directors;
  19. To delegate his/her rights and duties when required for administrative management purposes;
  20. Others set forth in the Law and these Regulations.

#### **SECTION IV THE DEPUTY DIRECTOR**

**Art. 11.** The AMC Board of Directors shall appoint a Deputy Director to exercise the duties established in this Regulation and those delegated to him/her by the Director. In the Director's absence or in the event of temporary incapacity or delegation of functions, the Deputy Director shall be empowered to serve as the AMC's Director.

#### **Art. 12. Selection Requirements for AMC Deputy Director:**

- a) To be an attorney and Doctor of Jurisprudence;
- b) To be over 25 years old;
- c) Proven broad knowledge and experience in the material of alternative dispute resolution methods as well as in administration and management;
- d) Fluency in English language preferred.

#### **Art. 13. Rights and Duties of Deputy Director:**

1. To replace the AMC Director in the event of definitive absence until a successor is appointed; or in his/her temporary or accidental absence;
2. To collaborate with the Center's efficient provision of services in accordance with the Law, this Regulation, and the *Code of Ethics*;
3. To keep a record of the arbitration and mediation procedures submitted to the AMC;
4. To oversee the notification of parties to mediation hearings;
5. To keep a systemized file of arbitration and mediation proceedings for consultation and the issuance of certified copies where permitted by law;
6. To verify the progress of mediation hearings and ensure compliance with the duties of the mediators appointed by the AMC;

7. To prepare an annual activities report for the Center's Director, in December of each year, on the performance of the AMC arbitrators, mediators, arbitration secretaries, and experts;
8. To coordinate and facilitate the attainment of the physical and logistical resources needed to comply with AMC duties and functions;
9. To keep records and statistics of the performance of arbitrators, mediators, arbitration secretaries, experts, and observers;
10. To serve as secretary *ad hoc*, where required, for the establishment of tribunals;
11. To coordinate the expeditious establishment of arbitration tribunals;
12. To verify the progress of arbitration proceedings and ensure compliance with the duties of the tribunals' arbitrators and secretaries;
13. To verify compliance of the experts' duties in arbitration proceedings;
14. To issue certified copies of arbitration awards and agreements emitted by the AMC;
15. Other duties and rights appointed or delegated to him/her by the AMC Director.

## **SECTION V THE LEGAL COMMITTEE**

**Art. 14.** The purpose of the EACC Legal Committee is to propose names for the lists of arbitrators, mediators, arbitration secretaries, and experts to the AMC Board of Directors. It shall also constitute the consultative body for the AMC Director and Deputy Director.

## **SECTION VI RESPONSIBILITIES**

**Art. 15.** The Ecuadorian-American Chamber of Commerce, the Arbitration and Mediation Center, and its administrators assume no liability whatsoever for any damage that may be caused to parties or third parties by action or omission of any arbitrator, mediator, arbitration secretary, and expert in the exercise of their duties.

## **SECTION VII OFFICIAL LIST OF ARBITRATORS, MEDIATORS, AND ARBITRATION SECRETARIES**

**Art. 16.** The official list of arbitrators, mediators, and arbitration secretaries shall be comprised of a varying number of participants specialized in the different areas in order to provide AMC services in a agile and efficient fashion.

Those interested in being included on these lists must submit a written application addressed to the AMC Director with the following:

1. Applicant's full name.
2. Nationality.
3. Profession.
4. Place of residence, address, telephone number, fax number, e-mail.
5. Commitment Statement stipulating that applicant is able to provide the time required by the issues and circumstances of each case.
6. Commitment Statement stipulating that applicant will fully comply with his/her functions, obligations and responsibilities in accordance with the Law, this Regulation, and the *Code of Ethics*.

The application must also include the applicant's *curriculum vitae* and support documentation demonstrating the applicant's compliance with the requirements of this Regulation.

**Art.17.** The lists will be qualified by the AMC Board of Directors, in accordance to the report issued by the AMC Director, upon prior verification of the requirements established in the preceding article.

Arbitrators, mediators, and arbitration secretaries shall sign an agreement stipulating that they will respect, and be subject to, the *Arbitration and Mediation Law*, the Center's Regulation, and its *Code of Ethics* while maintaining strict confidentiality on any case submitted to their consideration, and that they will fully comply with their duties. Each shall provide the necessary time and dedication to every case submitted to his/her consideration in order to guarantee a fair and efficient result of the issues.

**Art. 18.** The Director shall remit a prior report to the AMC Board of Directors regarding the inclusion of candidates meeting the aforementioned requirements to the list. Such report should include the Director's corresponding recommendation.

Once the report's approval has been received, the AMC Director shall register the selected candidates and notify them.

Registered arbitrators, mediators, and arbitration secretaries shall serve for one year from the date of their approval; they may be renewed on an annual basis.

## **SECTION VIII ARBITRATORS, ARBITRATION SECRETARIES, EXPERTS, AND EXPERT REPORTS**

**Art.19.** AMC-authorized arbitrators need the following requirements:

1. At least 35 years old;
2. 10 years of demonstrated professional experience;
3. Proven knowledge in arbitration matters;
4. Fluency in English language preferred;
5. Demonstrated moral reputation as well as professional and ethical suitability; and,
6. To be an attorney and Doctor of Jurisprudence or arbitration to be held *in-law*.

### **Art.20. Duties and Obligations of Arbitrators**

In addition to those stipulated in the *Arbitration and Mediation Law* and its Regulation, the following are the duties and obligations of arbitrators:

- a) To faithfully carry out the charge entrusted while strictly observing the principles of confidentiality, discretion, absolute impartiality, neutrality, and the other duties stipulated in the *Code of Ethics*;
- b) To act with diligence and promptness while conducting the arbitration process with agility; to issue resolutions required for this purpose and to order necessary proceedings for the prompt resolution thereof;
- c) To take up his/her post before the President of the AMC Board of Directors for the case for which he/she is appointed;
- d) To emit the required providence to deal with the arbitration procedure;
- e) To maintain the confidential nature of the meetings held during the arbitration process as well as prior to the issuance of the award;
- f) To issue preventative orders in accordance with the *Arbitration and Mediation Law*;
- g) To issue the arbitration award without delay once all required procedures have been completed for the case's resolution in accordance with the provisions of the *Arbitration and Mediation Law* and its Regulations;
- h) To comply with and observe the *Code of Ethics* annexed to this Regulation; and
- i) To have no *ex parte* contact with the parties during the arbitration process.

**Art. 21.** Arbitrators may be excluded from the Center's official list for one or more of the following causes:

1. Failure to comply with the requirements and procedures provided by Law, this Regulation, and other rules issued for this purpose ;
2. Failure to notify that he/she was incompetent to exercise his/her position once aware of such incompetence as per the *Arbitration and Mediation Law* ;
3. Failure to accept an assignment without valid justification, or failure to appear at a hearing where his/her presence was essential, except in cases of duly demonstrated *force majeure* ;
4. Failure to attend, even for justified causes, three consecutive hearings under his/her responsibility;
5. Failure to issue an arbitration award within the term provided by the *Arbitration and Mediation Law* , unless just cause exists;
6. In the event that the arbitrator has been sanctioned on criminal or disciplinary grounds;
7. Failure to respect the principle of confidentiality by providing information to third persons not involved in the proceedings;
8. Failure to apply current tariffs for arbitrator and secretary fees, and administrative expenses;
9. Repeated failure to participate in academic and promotional activities coordinated or directed by the Center;
10. Incursion into the administration of proceedings in an unethical manner.

Any exclusions shall be resolved by the AMC Board of Directors at the AMC Director's request. Such decisions may not be appealed. For this reason, the President of the Board of Directors shall call a special audience where the affected arbitrator shall appear to exercise his/her right to present a defense. Once the evidence for and against the charges have been presented, the President of the Board of Directors shall issue his/her report for the Board of Directors, who shall make the pertinent resolution within three days after the hearing. If such hearing was duly convoked, and the affected arbitrator fails to appear to a second audience, he/she shall be judged in default.

## **THE ARBITRATION SECRETARIES**

**Art. 22.** Authorized AMC Secretaries must meet the following requirements:

1. To be at least 25 years old;
2. To be an attorney and Doctor of Jurisprudence;
3. Proven knowledge of procedural matters;
4. Proven knowledge of arbitration matters;
5. Demonstrated professional and ethical suitability;
6. Fluency in English language preferred.

**Art. 23.** In addition to those stipulated in the *Arbitration and Mediation Law* and its Regulation, the following are the duties and obligations of the Secretary:

- a) To excuse him/herself from participating as secretary of the Arbitration Tribunal for which he/her was appointed in the event of justified conflict of interests;
- b) To take up his/her position before the Arbitration Tribunal;
- c) To keep the arbitration procedure duly organized in accordance with Art. 39 of this Regulation;
- d) To certify documents filed by the parties or reports attached by experts; maintaining and securing respective copies thereof;

- e) To draft providences and agreements necessary to carry forth the arbitration proceedings; to receive the arbitrators' signatures and verify their notifications;
- f) To draft and sign simple procedural resolutions within the arbitration process;
- g) To record any incident that may arise within the arbitration process;
- h) To coordinate hearings and procedures with the tribunal's arbitrators and the parties;
- i) To deliver certified copies of the proceedings, upon prior court order, after receiving notification via summons;
- j) To facilitate the preparation and drafting of arbitration awards;
- k) Maintain the confidential nature of the meetings held during the arbitration process prior to issuance of the award;
- l) Record the executed award and deliver a copy certified by the Center's Director in accordance with the *Arbitration and Mediation Law*; and
- m) To comply with and observe the *Code of Ethics* annexed to this Regulation.

**Art. 24.** Secretaries may be excluded from the Center's official list for one or more of the following causes:

1. Failure to comply with the requirements and procedures provided by Law, this Regulation, and other rules issued for this purpose;
2. Failure to accept an assignment without valid justification, or failure to appear at a hearing, except in cases of duly demonstrated *force majeure*;
3. Failure to attend, even for justified causes, three consecutive hearings under his/her responsibility;
4. For total or partial loss or misplacement of any file;
5. In the event that the secretary has been sanctioned on criminal or disciplinary grounds;
6. Failure to respect the principle of confidentiality by providing information to third persons not involved in the proceedings;
7. Incursion into the administration of proceedings in an unethical manner;
8. For repeated failure to participate in academic and promotion activities coordinated or conducted by the Center.

Any exclusions shall be resolved by the AMC Board of Directors. Such decisions may not be appealed. For this reason, the affected arbitrator shall call a special audience where he/she shall present a defense. Once the evidence is presented, the President of the Board of Directors shall make the pertinent resolution. If the hearing was duly convoked, and the affected arbitrator failed to appear at a second audience, he/she shall be judged in default.

Directors at the AMC Director's request. In such cases, the President of the Board of Directors shall issue his/her report for the Board of Directors within three days after the hearing. If such arbitration secretary fails to appear to a second

## THE EXPERTS

**Art. 25.** The following is required to participate as an expert in cases administered by the Center:

1. To be at least 30 years old;
2. To hold a professional degree;
3. Proven knowledge of the subject of the respective expert report;
4. Demonstrated professional and ethical suitability.
5. Fluency in English language preferred;

**Art. 26. Appointment of Experts.** Experts may be appointed by mutual agreement of the parties or by a drawing carried out before the AMC Director; or appointed by the arbitration

tribunals for arbitration proceedings or mediation. Experts may be chosen from AMC's official list, or they can be people that are not on said list. In any event experts must comply with the requirements set forth in this Regulation.

**Art. 27.** The experts' duties and obligations are the following:

- a) To excuse him/herself from acting as an expert in the event that he/she has justified conflict of interest;
- b) To take up his/her post before the corresponding arbitration tribunal;
- c) To carry out his/her duties with absolute impartiality;
- d) Maintain the confidential nature of his/her expert report throughout its execution and after it has been presented;
- e) To submit the report within the term established by the corresponding arbitration tribunal;
- f) To submit an invoice for professional fees to the corresponding arbitration tribunal's president or secretary; and
- g) To comply with and observe the *Code of Ethics* annexed to this Regulation.

**Art. 28.** Experts may be excluded from the Center's official list for one or more of the following causes:

1. Failure to comply with the requirements and procedures provided by Law, this Regulation, and other rules issued for this purpose;
2. Failure to accept an assignment without valid justification, or failure to appear at a hearing, except in cases of duly demonstrated *force majeure*;
3. Failure to submit expert report within the term established by the corresponding arbitration tribunal;
4. In the event that the expert has been sanctioned on criminal or disciplinary grounds;
5. Failure to respect the principle of confidentiality by providing information to third persons not involved in the proceedings.

Any exclusions shall be resolved by the AMC Board of Directors at the AMC Director's request. Such decisions may not be appealed. For this reason, the President of the Board of Directors shall call a special audience where the affected expert shall appear to exercise his/her right to present a defense. Once the evidence for and against the charges have been presented, the President of the Board of Directors shall issue his/her report for the Board of Directors, who shall make the pertinent resolution within three days after the hearing. If such hearing was duly convoked, and the affected expert fails to appear at a second audience, he/she shall be judged in default.

## EXPERT REPORTS

**Art. 29.** In the event that the parties, or one of them, or the arbitration tribunal considers it advisable, the participation of one or more experts may be petitioned to clarify the facts of the controversy within the arbitration process in accordance to the Law; such petitions may be made via official tribunal appointment or party request.

The parties are obliged to provide the appointed expert(s) with all documentation required to draft the expert's report.

**Art. 30.** Before any expert can take up his/her post, the tribunal shall be informed of the corresponding fee charges.

In the event that the expert has been requested by only one party, that party shall bear the costs of expert services. In the event that the expert has been requested by mutual agreement of the

parties, or by the arbitration tribunal, the costs of expert services shall be borne by the parties. Once the tribunal is informed of the costs and expenses of such expert services, it will order, within three days, that the petitioning party/parties pay the corresponding amount before the expert can take up his/her post.

In the event that the party petitioning the expert tribunal shall be empowered to revoke its official appointment of the expert without generating any liability whatsoever for the tribunal, the Center, or the EACC.

If the expert is summoned by official tribunal appointment, the costs of expert services shall be borne in equal parts by the parties before the expert can take up his/her post.

**Art. 31. CALCULATION OF FEES.** The tribunal shall regulate expert fees; to this end it shall take into consideration the knowledge and time needed to investigate and prepare the report.

**Art. 32. PAYMENT OF EXPERT FEES.** All costs of the expert's work shall be borne by the expert. The payment of the expert fees and reimbursement for expenses shall be made once the corresponding report has been presented.

## SECTION IX THE MEDIATORS

**Art. 33.** AMC-authorized mediators need the following requirements:

1. To be at least 25 years old;
2. Demonstrate at least sixty (60) hours of theoretical-practical training in Mediation;
3. Demonstrate (with certificates) professional and ethical suitability; and,
4. Fluency in English language preferred;

**Art. 34.** In addition to those stipulated in the *Arbitration and Mediation Law*, its Regulation, and this Regulation, the following are the mediator's duties and obligations:

- a) To excuse him/herself from acting as a mediator in a mediation meeting to which he/she has been appointed in the event that he/she has justified conflict of interest;
- b) To act with absolute impartiality and neutrality;
- c) To respect the confidential nature of the mediation meetings unless the parties agree on the contrary;
- d) To facilitate options and alternatives for the resolution of disputes put before him/her;
- e) To draft, in the event that a total or partial agreement is reached, a mediation minute containing the agreement, which shall be executed by the parties and the mediator;
- f) To issue and endorse certified copies of the mediation minute;
- g) In the event that the parties fail to reach an agreement, or when one of the parties twice fails to attend a called mediation meeting, to issue a written document stipulating the impossibility of mediation;
- h) To prepare, upon petition of the Director, a report on a completed mediation proceeding; and,
- i) To comply with and observe the *Code of Ethics* annexed to this Regulation.

**Art. 35.** Mediators may be excluded from the Center's official list for one or more of the following causes:

1. Failure to comply with the requirements and procedures provided by Law, this Regulation, and other rules issued for this purpose;

2. For noncompliance with the duties imposed to him/her by the Center's Code of Ethics, particularly the principles of confidentiality, impartiality, probity, independence, equality, and honesty;
3. Failure to accept, for the third time, an appointment that has been made for a designated case, except where *forcemajeure* is duly demonstrated;
4. Failure to attend designated hearings for a third consecutive occasion, even with justified motives; and,
5. For having been sanctioned on criminal or disciplinary grounds according to law.

Any exclusions shall be resolved by the AMC Board of Directors at the AMC Director's request. Such decisions may not be appealed. For this reason, the President of the Board of Directors shall call a special audience where the affected mediator shall appear to exercise his/herright to present a defense. Once the evidence for and against the charges have been presented, the President of the Board of Directors shall issue his/her report for the Board of Directors, who shall make the pertinent resolution within three days after the hearing. If such hearing was duly convoked, and the affected mediator fails to appear to a second audience, he/she shall be judged in default.

**Art. 36. PROHIBITIONS.** Whoever acts as a mediator in a dispute is ineligible to participate in any subsequent judicial or arbitration process related to the mediation dispute matter whether as arbitrator, counselor, advisor, expert, agent, or witness for either party. Additionally, the mediator shall not, for any reason, be called by the parties to testify in trial on the mediation's subject matter.

**Art. 37. EXCEPTIONS.** The mediator must excuse him/herself from acting in a mediation process where he/she has a family relationship with one of the parties of up to the fourth degree of kinship or second degree of affinity; or if there exist excusal or recusal causes set forth in the *Civil Procedure Code*.

**Art. 38.** If, during any part of the procedure, the appointed mediator is unable to act by reason of *forcemajeure*, he/she shall justify such reason before the Center's Director.

### CHAPTER III ARBITRATION PROCEDURE

**Art. 39.** The arbitration procedure shall be filed within a folder with each sheet duly foliated and numbered; it shall contain a sleeve or cover in which should be recorded:

1. Procedure number;
2. Folder number, if the process has several bodies;
3. Petitioner(s) names;
4. Respondent(s) names;
5. Subject matter of the dispute;
6. Full names of the appointed arbitrators and secretary; and
7. Telephone & fax numbers and addresses for the parties, and the arbitrators and secretaries of the tribunal.

Arbitration procedure files shall remain duly filed within AMC installations and shall not be transferred to any place; without preventing the tribunal and parties from consulting them.

In the event that hearings are to be held outside of AMC installations, it will be necessary for the tribunal to move with the files to another site and they will be able to leave the AMC under the responsibility of the respective tribunal.

**Art.40.** Any summons or notice shall be made to the home addresses stipulated in the files by the parties between 8H00 to 20H00 and in accordance with the *Arbitration and Mediation Law*. Therefore the parties, or whoever receives same, shall demonstrate reception on the copy of the delivered original; indicating name and signature of the person receiving the summons or notice as well as the date and time of delivery.

If no one was present at such addresses when summons or notice was served, this fact shall be put on the record and incorporated in to the file; and such summons or notice shall be deemed validly performed.

Service of process can be validly carried out by an official or commissioner of the Ecuadorian-American Chamber of Commerce; any chamber of commerce or competent institution inside Ecuador or abroad may also be delegated.

**Art. 41.** If the Petitioner, under oath, is unable to determine the defendant's domicile, summons shall be made by twice publicizing in a publication of major circulation where the arbitration is to take place as well as where the Respondent is domiciled. The cost of such publications shall be borne by the Petitioner.

Where service of process had been made through publication or via fax, the Center's Director, prior to the substantiating hearing, shall put this fact on record including the date and name of the journal or proof of fax dispatch.

**Art. 42.** All notices shall be validly made at the addresses stipulated in the files by the parties. Such domiciles should be located within the urban perimeter of the Metropolitan District of Quito. Notices made outside of the urban perimeter can be made by another arbitration center, legally constituted pursuant to the *Arbitration and Mediation Law*. The parties shall bear the costs, according to the criteria of the AMC Director, for notices served abroad. The parties may stipulate a domicile for notification in the City of Quito; even if the true domicile is not in this city.

**Art. 43.** Briefs and other documents submitted by the parties for incorporation to the proceedings shall be received at the Center's domicile and shall contain evidence of reception with the Center's stamp; containing the name and signature of the person receiving such documentation. All such briefs and documents shall be submitted within AMC business hours and shall be incorporated to the file in chronological order.

The parties shall enclose as many copies of the briefs/documents as there are parties participating in the process.

**Art. 44.** When the parties, by express mutual agreement, submit themselves to AMC arbitration or AMC administered arbitration, this will imply that they unconditionally and obligatorily accept to submit to this Regulation.

**Art.45.** The arbitration tribunal's headquarters shall be the Center; however, when in the parties' interests, the tribunal may convene in any other site.

**Art.46.** If the parties do not appoint one or several arbitrators, or fail to reach an agreement on the matter, such appointment shall be made by drawing. To this end, the AMC Director shall notify the parties of the date and time of the drawing to be held before the AMC President of the Board of Directors; a respective minute will establish that the arbitration tribunal has been legally integrated. For the establishment of the arbitration tribunal by drawing, the Center's Director shall proceed to identify the subject of the arbitration proceeding, upon prior agreement of the parties, in order to hold the drawing with arbitrators possessing knowledge related to the referred matter. If the parties do not reach

an agreement, the drawing shall be performed among all individuals recorded in the AMC list of arbitrators. If the arbitration is to be held *in law*, the drawing shall be made among the arbitrators who are attorneys.

The President of the Center's Board of Directors may delegate, through letter addressed to the Center's Director, a member of the AMC Board of Directors to perform the drawing or install an arbitration tribunal.

**Art. 47.** The procedural rules that govern arbitration before this Center shall be those set forth herein, those provided by the *Arbitration and Mediation Law*, and the *Regulation to the Arbitration and Mediation Law*.

Where the parties have established, expressly and by common agreement, the procedural rules, the Center reserves the right to study the application of such rules in order to apply them or not; these may not contravene the rules established in the *Arbitration and Mediation Law*.

**Art. 48.** The arbitration proceeding shall be oral. Hearings, as well as evidentiary proceedings, shall be aired orally. All proceedings shall be incorporated into the minutes with attached corresponding typed transcriptions.

**Art. 49.** In the event that the President of the arbitration tribunal is temporarily absent, he/she may delegate the direction of the proceeding to any other member of the arbitration tribunal. In the absence of such delegation, any member of the arbitration tribunal shall direct the proceeding.

**Art. 50.** Once the itemization of documents has been accepted through a court ruling, before the evidentiary ruling the Director of the Center or the Tribunal Secretary shall attest the itemized pieces or documents indicating the ruling where they were ordered; the complete name and identification card number of the receiving individual shall be registered.

The attestation shall be registered on the back of the copies of the itemized originals and shall be incorporated to the proceedings where the originals were placed, without altering the original paging.

**Art. 51.** Once the evidentiary proceedings or arbitration tribunal shall hold private meetings in **summation** has been carried out, the order to issue the corresponding award. The arbitration award shall contain the following:

1. Full name of individuals or social object and full name of representatives of both the Petitioner and Respondent;
2. Full name of arbitrators comprising arbitration tribunal;
3. The filed case and its circumstances;
4. The formalization and reasoning of the decision, clearly stipulating its grounds;
5. The stipulation of costs and the party who shall bearsame; and
6. Payment of arbitration costs and determination of the party who shall bearsame.

**Art. 52.** In exceptional cases the determination of costs and other stipulations can be made in a separated document after the issuance of the award.

**Art. 53.** The original arbitration award shall be incorporated to the file and the parties shall each receive a certified copy thereof in accordance with the *Arbitration and Mediation Law*.

**Art. 54.** Only the parties, attorneys-in-fact, or their judicial agents may request certified copies of the corresponding award in confidential arbitration cases before the Center.

**Art.55.** The notice of the award to the parties, and its executability three days thereafter as per the *Arbitration and Mediation Law* and its Regulation, shall imply the conclusion of the arbitration proceedings with respect to the parties as well as the cessation of the arbitrators participation in the process; no further notice or act will be necessary.

**Art. 56. ARBITRATION COSTS.** The AMC shall charge respective costs for its arbitration services. To this end the EACC Board of Directors, after the issuance of an AMC Board of Directors report, shall approve the fees that are to be annexed to this Regulation and thus shall be incorporated thereto.

The cost of the arbitrations shall be calculated based on the amount of the claim. In the event that the claim is for an undetermined amount, the cost of arbitration services shall be determined by a fee chart approved by the Board of Directors. In cases where the amount can be determined by the arbitration award, the arbitration tribunal shall determine the claim amount in its award and shall therefore also determine the costs for the proceedings and who should assume it.

**Art.57. PAYMENT TERMS.** AMC administrative and arbitrator fees must be enclosed with the corresponding arbitration claim. These fees will be annually approved by the EACC Board of Directors and will be deemed an integral part of this Regulation.

In order to process the complaint filed by the Petitioner, the latter must consign one hundred percent (100%) of the arbitration costs. In the award, the tribunal shall carry out the final settlement of administrative costs and corresponding fees, as well as their form of payment; notwithstanding it may be deemed that, according to the arbitration proceeding's complexity and duration, some part of the paid amount may be refunded.

If the Petitioner fails to consign the value of the corresponding arbitration costs, the AMC is free to not provide the arbitration services without generating any liability whatsoever for the AMC or the EACC.

In order to proceed with the reconvention, the counter-claimant shall render one hundred percent (100%) of the amount determined, same which shall be computed in the same way as for the demand, based on the reconvention amount and applying the tariff table approved by the CCEA's Board of Directors.

If the counter-claimant fails to render the corresponding value, the CAM will be free to suspend such reconvention, without this fact generating any liability whatsoever to the CAM or to the CCEA.

In the event the reconvention amount exceeds the demand's amount, the court, while issuing the award, shall make the corresponding re-liquidation, i.e., the calculation shall be based on the higher amount.

On the arbitration award, the court shall state the party who shall pay the arbitration costs; if the total or partial penalty is against the party who failed to render the arbitration costs, the party who did render such amount may demand the penalized party to reinstate the corresponding values.

In the event that a mediation is held within the arbitration process where a total agreement is reached and arbitration is concluded, such costs shall be paid from the amount the Petitioner deposited on account for arbitration costs with the AMC when filing the complaint. Payment shall be made in accordance to the mediation tariff sheet made apart of this Regulation. The AMC Director shall carry out the corresponding settlement of this

amount. In the event that such amount exceeds the mediation expenses, whoever shall assume such costs shall do so prior to receiving the mediation minute.

In the event a partial agreement is reached in the mediation phase of the arbitration process and ends one part of such arbitration, the parties shall follow the provisions of the former paragraph. The arbitrations shall continue its normal course in whatever not agreed.

Once the arbitrators have declared themselves competent to hear the subject matter of the arbitration, the AMC Director shall require the payment of 50% of the arbitrators' fees. The remaining 50% shall be paid once the award has been emitted.

**Art. 58.** In the event that the arbitration process concludes due to the tribunal's incompetence, nullity of the arbitration agreement, or withdrawal of the parties, the AMC Director shall order the proportionate refund of consigned amounts; taking into consideration any administrative expenses incurred by the AMC and the judicial acts of the corresponding tribunal.

In the event the that arbitration process concludes by agreement or withdrawal of the parties, the AMC Director shall order the proportionate refund of consigned amounts for administrative expenses; taking into consideration any administrative expenses in which the AMC has incurred and 50% of the arbitrators' fees.

**Art. 59. PAYMENT OF FEES TO ARBITRATORS AND SECRETARIES:**

1. If the arbitration tribunal is comprised of three members:

- 65% of the fees will be distributed to the arbitrators in equal shares;
- 10% of the fees will be distributed to the secretary of the tribunal;
- 25% of the fees will be distributed to the Arbitration Center.

2. If the arbitration court is composed of a single member:

- 50% of the fees will be distributed to the sole arbitrator;
- 10% of the fees will be distributed to the secretary of the tribunal;
- 40% of the fees will be distributed to the Arbitration Center.

**Art. 60. Expenses and Fees of Experts.** In the event that the parties or the tribunal deem that the participation of one or more experts is required, whether during the mediation phase or the arbitration proceeding, such expert(s) shall stipulate his/her fees prior to taking up the post.

If the expert was requested by mutual agreement of the parties, or by the tribunal, the fees shall be paid by the parties in equal shares.

Expert fees shall be determined by the arbitration tribunal and shall be paid by the parties prior to the expert's issuance of his/her report.

**CHAPTER IV  
MEDIATION PROCEDURE**

**Art. 61 .** Mediation proceedings shall be confidential unless confidentiality is expressly waived by the parties.

**Art. 62.** The mediation procedure shall start with the joint mediation application by one or both of the parties.

The mediation petition shall be addressed in writing to the AMC Director requesting the appointment of a mediator to intervene as a facilitator to reach an agreement regarding a given dispute. The application may be filed by one or more parties or their duly empowered representatives.

**Art. 63.** Without affecting what is stipulated in of the *Arbitration and Mediation Law*, the mediation petitions should contain the following:

1. Name, domicile, and address of the parties and their representatives, as well as their telephone and fax numbers and e-mail address, if available;
2. A summary of the nature of the dispute or the issue to be mediated;
3. An estimated value of the dispute or matter to be mediated, or a statement indicating there is no determined amount; and
4. All documents deemed pertinent.

The application must enclose a copy of the payment receipt for the mediation's initial administrative expenses and credentials for the representation of the parties.

**Art. 64. PROCEDURE.** Once the mediation application is received, the AMC Director shall proceed, within three (3) days, to appoint the mediator by rotating drawing; specialization may be considered. With the mediator's acceptance, the Director shall convoke the parties through communication or notice remitted to the registered addresses; stating the date, time, and place for the mediation hearing.

In case of emergency, the AMC Director may appoint the mediator without a priori drawing with the approval of the President or Vice President of the AMC Board of Directors.

The active participation of all mediators shall be sought through the rotating drawing.

The parties shall be entitled to choose, by mutual agreement and in writing, the mediator for the respective hearing from the Center's official list.

In any case the summons shall try to assure that the modality, time and place of the meeting is equally convenient for both parties.

The mediator shall formalize his/her acceptance in writing to the Center's Director within two (2) days term of receiving the appointment. In the event that the mediator fails to formalize his/her acceptance within the established term, the Director shall make a new appointment.

**Art. 65. IMPARTIALITY.** The mediator shall act in an impartial and confidential manner while providing egalitarian attention to the parties. The mediator has no authority to impose an agreement on the parties but must act to facilitate the achievement of a satisfactory resolution between the parties.

During the mediation hearing, the mediator shall act as a neutral third party, in equity, by stimulating the hearing with concurrence alternatives, options or formulas regarding the disputed matters.

**Art. 66. MEDIATION HEARING AND RULES.** Once the hearing has begun, without effecting what is stipulated in the law and other regulations, the mediator and the parties shall comply with the following procedural rules:

1. If the parties intervene through attorneys-in-fact or representatives, they shall report this fact to the mediator and accredit such representation.
2. No discussion of personal matters that may impair the communication between the parties and the mediator.
3. Whenever possible the parties shall avoid discussing legal matters, or the like, that tend to influence or intimidate the other party.
4. The mediator may take notes of any matter regarding the options or alternatives communicated to him/her by the parties.
5. Throughout the proceedings the mediator may ask questions that he/she deems useful in understanding the dispute's subject matter.
6. The mediation hearing and meetings held for this purpose between the mediator and the parties, jointly or separately, are strictly private and confidential. Other persons may attend only with the permission of the parties and the mediator's consent.
7. The mediator may hold separate meetings with the parties upon providing prior notification to the other party.
8. All discussions, comments, and documents that take place or are exhibited during the mediation are confidential and may not be used as proof against the other party in future legal actions.
9. All expressed points of view and suggestions by either party shall be presented respectfully and discussed in the same manner.
10. Whenever deemed necessary, and upon receiving prior consent of the parties, the mediator may also request advice on technical matters related to the dispute from a third impartial party (expert). For this purpose the parties must agree to bear the expert's costs and pay to them prior to the presentation of the expert's report.
11. Not a tape or video recordings shall be made during the mediation proceedings unless the parties authorize it for the Mediation Center's didactical purposes.
12. Once the mediation has concluded the mediator shall verify that each case folder contains: a mediation application, official notices appointing the day and time, letters of excuse addressed to the Center by the parties, the mediation minute or impossibility of mediation.

**Art. 67. MEDIATION MINUTE.** In the event a total or partial agreement is reached, the mediation proceedings shall conclude with the execution of a minute.

In the event of a partial or total agreement the minutes shall contain:

1. An account of facts that gave rise to the dispute;
2. The respective obligations assumed by each party;
3. The parties' signatures, or fingerprints, and the mediator's signature.

In the event of a total or partial agreement, the agreed on points shall be clearly and definitely recorded indicating each party's obligations, the term for compliance, and any other specified accord. Where patrimonial obligations are involved the amount must be determined. In partial agreement cases the points of disagreement must also be specified.

Art. 68. The total or final agreement minute, in accordance with the law, shall have *res judicata* effect and may be executed like a judicial sentence.

**Art. 69. SUBSTITUTION.** If in the course of the proceedings a justified cause arises for which the mediator presiding over the case cannot continue in his/her functions, the parties may request the participation of another mediator from the list; who shall be appointed by the Director in accordance to this Regulation.

**Art. 70. IMPOSSIBILITY OF MEDIATION MINUTE.** If no agreement can be reached the mediator's participation shall be deemed concluded and an Impossibility of Mediation Minute shall be drafted and executed by the parties and the mediator.

**Art. 71. CERTIFICATION OF IMPOSSIBILITY OF MEDIATION.** N. If the hearing was not held due to absence of either or both parties, the Director, upon prior receipt of the mediator's report, may summon a new hearing within eight days; if such hearing was again not held due to absence of either or both parties, the corresponding certification of impossibility of mediation shall be drafted and executed by a party and the mediator or solely by the mediator.

## **MEDIATION TARIFFS AND FEES**

**Art. 72.** The payment for mediation services should include :

- a) Initial administrative expenses; and,
- b) Mediation service fees.

**Art. 73.** The amount determined by the EACC Board of Directors in the Fee Chart, made a part of this Regulation, should be included with the mediation application and corresponds to initial AMC administrative expenses.

If the petitioning party fails to pay the initial administrative expenses, the AMC Director will be free not to provide mediation services without generating any type of liability for the AMC or EACC.

**Art. 74.** The cost of mediation services shall be covered by the petitioning party unless the parties decide to share the costs.

**Art. 75.** The cost of mediation services shall be deposited as income of the Ecuadorian-American Chamber of Commerce and, in accordance with the Fee Chart approved by the EACC Board of Directors, one part shall be assigned to the mediators and the other for the AMC.

**Art. 76.** If the mediation is not held because of nonattendance of one of the parties, only administrative expenses shall be paid.

**Art. 77.** In cases where the parties fail to reach an agreement, the cost of the mediation services will be that determined by the EACC Board of Directors' Fee Chart, which is an integral part of this Regulation, per hour or fraction thereof. These costs shall be paid by the petitioner unless the parties have mutually agreed to share them equally.

The mediator or AMC Director will quantify the amount of an agreement when it relates to non-monetary or patrimonial matters.

**Art. 78.** In cases where the amount is undetermined, the cost shall be determined by the EACC Board of Directors Fee Chart, which is an integral part of this Regulation, and be borne by the petitioner unless the parties have mutually agreed to share them equally.

**Art. 79.** The mediation minute shall be delivered upon prior presentation of the corresponding payment receipt.

**Art. 80.** The costs established in this Regulation shall be paid to the Ecuadorian-American Chamber of Commerce.

## CHAPTER IV CODE OF ETHICS

**Art. 81.** This *Code of Ethics* shall apply to the arbitrators, mediators, arbitration secretaries, and experts included on AMC lists or those that participate in proceedings carried forth by the AMC. The *Code of Ethics* determines the rules and principles that must be followed in the conduct of the aforementioned persons. These principles are:

1. Confidentiality or reserve;
2. Neutrality or impartiality;
3. Probity;
4. Independence; and,
5. Equality.

**Art. 82. Principle of Confidentiality or Reserve.** Arbitrators, mediators, arbitration secretaries, and experts shall exercise their positions observing this principle without divulging any information regarding the assigned cases.

There is no exception to this principle and the aforementioned persons shall not under any circumstances make use of the information to which they had access; not even for teaching or academic purposes unless the parties mutually waive this principle by express written agreement.

**Art. 83. Principle of Neutrality or Impartiality.** Arbitrators, mediators, arbitration secretaries, and experts shall maintain neutral and impartial positions regarding the assigned case at all times. Consequently they shall not adopt any position that may imply a personal interest in the assigned case or any kind of interest regarding the subject matter of the dispute.

Prior to assuming an assigned case, the aforementioned persons shall manifest any motive that may impair such neutrality or impartiality in that case. Likewise, should any cause arise once the position has been taken up, it shall be reported to the AMC Director to decide. If necessary the Director shall proceed with the assignment of a new person to the case.

**Art. 84. Principle of Probity.** Arbitrators, mediators, arbitration secretaries, and experts shall act at all times with the best possible disposition in order to solve the dispute and procure at all times to act diligently, quickly, and efficiently in the entrusted tasks.

**Art. 85. Principle of Independence.** Arbitrators, mediators, arbitration secretaries, and experts shall be independent from the parties and from third parties alien to the dispute. Therefore they will not allow any external influence in the resolution of disputes; such resolutions will be based on their conscience and the certainty of the achieved resolution to the case.

**Art. 86. Principle of Equality.** Arbitrators, mediators, arbitration secretaries, and experts shall at all times observe the constitutional principle of equality and grant the same opportunity for the parties to defend themselves. No distinction should be made between them.

**Art. 87.** Once they take up their position, the aforementioned persons shall refrain from communicating with the parties regarding the dispute. The case will be discussed only after each intervening party has been notified of the meeting in which the case is to be discussed. All parties must attend such meeting except for separate meetings foreseen by mediation.

In exceptional cases the mediators may privately discuss the case with each party.

**Art. 88.** Arbitrators, mediators, arbitration secretaries, and experts shall conduct themselves so that the parties have equal opportunities during the proceedings and shall refrain from letting outside forces influence them.

**Art. 89.** Arbitrators, mediators, arbitration secretaries, and experts shall enforce any available legal and regulatory provision to avoid delays and any other type of inappropriate behavior of the parties, representatives, or agents that may impair the proper development of the process.

**Art. 90.** Prior to taking up his/her position, the designated person shall declare the following to AMC Director:

- a) Any director or indirect personal or financial relationship in the subject matter of the process; and
- b) Any personal or professional relationship with the parties that may affect the impartiality or independence required for his/her functions.

**Art. 91.** The mediators may suggest that the parties meet in private in order to reach an agreement. The mediator shall not participate in these meetings unless the parties decide otherwise. In any case the mediator shall not pressure either party to reach an agreement.

**Art. 92.** The mediators, as required by law, shall keep the object matters of the mediation under reserve and maintain strict confidentiality.

**ECUADORIAN-AMERICAN CHAMBER OF COMMERCE  
MEDIATION AND ARBITRATION CENTER  
FEE CHART**

<b>MEDIATION</b>				
INITIAL EXPENSES	\$30			
<b>AMOUNTS</b>	<b>%</b>		<b>Mediator</b>	<b>AMC</b>
From 0 to 1000	9.0%		75%	35%
From 1001 to 2000	7.0%		70%	30%
From 2001 to 3000	5.0%		65%	35%
From 3001 to 5000	3.0%		60%	40%
From 5001 to 10000	2.5%		55%	45%
From 10001 to 40000	2.0%		50%	50%
From 40001 to 60000	1.5%		50%	50%
From 60001 to 200000	1.0%		50%	50%
From 200001 and over	0.8%		50%	50%
<b>UNDETERMINED AMOUNT</b>	\$200		50%	50%
<b>COST PER HOUR OR FRACTION THEREOF</b>	\$200		50%	50%

<b>ARBITRATION</b>		
<b>AMOUNTS</b>	<b>One Arbitrator</b>	<b>Three Arbitrators</b>
From 0 to 3000	8%	13.60%
From 3001 to 5000	6%	10.20%
From 5001 to 10000	5.50%	9.30%
From 10001 to 40000	5.0%	8.50%
From 40001 to 60000	3.50%	5.95%
From 60001 to 200000	2.50%	4.25%
From 200001 to 400000	2%	2.40%
From 400001 and over	1%	1.70%
<b>UNDETERMINED AMOUNT</b>	\$500	\$800