

**COOPERATION AGREEMENT TO SUPPORT THE DEVELOPMENT OF ARBITRATION AND
FOR THE CREATION OF MECHANISMS FOR THE ADMINISTRATION OF DOMESTIC
AND INTERNATIONAL ARBITRATION PROCEDURES IN THE REGION**

PARTIES TO THIS AGREEMENT

The following American Chambers of Commerce ("AMCHAMS"), acting through their respective Arbitration Centers or Arbitration Committees:

AMCHAM BRASIL - Câmara Americana de Comércio para o Brasil,
through its Arbitration Center ("*Centro de Arbitragem Amcham*")

AMCHAM COLOMBIA - Cámara de Comercio Colombo Americana,
through its Arbitration Committee

AMCHAM COSTA RICA - Cámara Costarricense-Norteamericana de Comercio,
through its Arbitration Center ("*Centro Internacional de Conciliación y Arbitraje - CICA*")

AMCHAM ECUADOR - Cámara de Comercio Equatoriano Americana,
through its Arbitration Center ("*Centro de Arbitraje y Mediación - CAM*")

AMCHAM PERU - Cámara de Comercio Americana del Perú,
through its Arbitration Center ("*Centro Internacional de Arbitraje*")

AMCHAM VENEZUELA - Cámara Venezolana-Americana de Comercio e Industria
through its Arbitration Center ("*Centro Empresarial de Conciliación y Arbitraje - CEDCA*")
[details]



ALL OF THE ABOVE herein represented by their respective legal representatives and which shall be referred in this Agreement as the "AMCHAM ARBITRATION CENTERS/COMMITTEES", when referring to all, or as the "AMCHAM ARBITRATION CENTER" or as the "AMCHAM ARBITRATION COMMITTEE", when referring to a specific country;

ACKNOWLEDGING the development of arbitration as an alternative dispute resolution method with application to most business disputes, whether domestic or international;

ACKNOWLEDGING the enacting of legislation in various countries of Latin America and the Caribbean for the adoption of arbitration in their legal systems, separate from court litigation;

ACKNOWLEDGING that the AMCHAMS in various countries of Latin America and the Caribbean have created or intend to create arbitration centers in order to serve their members and the business communities with the administration of domestic and/or international arbitration procedures as alternative dispute resolution methods for business disputes;

ACKNOWLEDGING that in various countries of Latin America and the Caribbean the AmChams have created arbitration committees, which seek to foster a better understanding of arbitration and to support its use as a valid alternative dispute resolution mechanism; and, in the case of some AMCHAMS, may serve to lay the foundation for the future establishment of their own AmCham arbitration centers;

ACKNOWLEDGING that the various AMCHAM ARBITRATION CENTERS/COMMITTEES in Latin America and the Caribbean may cooperate with each other with the objective of exchanging mutual experiences in developing arbitration in the region for the benefit of the AMCHAM network and the business communities served by the AMCHAMS in the region;

ACKNOWLEDGING that with such a cooperation effort the AMCHAM ARBITRATION CENTERS/COMMITTEES, in some cases, may expand their present activities beyond their country boundaries and interact with each other not only in the development of the arbitration itself but also, when the case may be, in the administration of international arbitration procedures for international business disputes

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WE HEREBY DECIDE to execute this "COOPERATION AGREEMENT TO SUPPORT THE DEVELOPMENT OF ARBITRATION AND FOR THE CREATION OF MECHANISMS FOR THE ADMINISTRATION OF DOMESTIC AND OF INTERNATIONAL ARBITRATION PROCEDURES IN THE REGION", (hereafter referred to as the "Cooperation Agreement") by which the Parties mutually accept the following clauses.

OBJECTIVES OF THE COOPERATION AGREEMENT

Clause 1 - The AMCHAMS, acting through their ARBITRATION CENTERS/COMMITTEES, hereby agree to the principles and the basis for the cooperation among them in the region of Latin America and the Caribbean, as stated in this Cooperation Agreement.

Clause 2 - The AMCHAM ARBITRATION CENTERS/COMMITTEES shall therefore undertake their best efforts to

(a) create a network of AmCham arbitration centers and committees for the development of the basic concepts of arbitration in the region and for the creation of mechanisms for the administration of international arbitration procedures under the AmCham umbrella, as the case may be;

(b) promote the mutual exchange of experiences and information regarding their arbitration practices and their arbitration studies and seminars with the objective of enabling members of the AMCHAM ARBITRATION CENTERS/COMMITTEES to obtain a broader knowledge of such practices and participation in such academic activities;

(c) publish papers and/or electronic newsletters with the objective of disseminating information from (i) the governance bodies of the various AMCHAM ARBITRATION CENTERS/COMMITTEES; and (ii) regarding the academic activities to be presented by the AMCHAM ARBITRATION CENTERS/COMMITTEES;

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(d) promote domestic and international seminars and studies for the development of arbitration; and invite members of AMCHAM ARBITRATION CENTERS/COMMITTEES to participate in such seminars ;

(e) inform their list of accredited arbitrators, when there is such a list; publish their practices and rules of arbitration; and make available their arbitration procedure costs and arbitrators' remuneration standards and rates;

(f) develop training activities relating to arbitration practice and procedures in order to increase the capacity of professionals who may join the practice of arbitration in the countries of the region; promote such training in cooperation with the International Center for Dispute Resolution - ICDR, the international branch of the American Arbitration Association - AAA and with other international organizations.

Clause 3 Although it is not the initial objective of this Cooperation Agreement, the Parties recognize that the AMCHAM ARBITRATION CENTERS/COMITTEES may, as a separate initiative, establish the principles and the basis for the creation of a new entity that formally unites the AMCHAM ARBITRATION CENTERS/COMMITEES to enhance the practice of the objectives set forth in this Cooperation Agreement. By signing this Cooperation Agreement, the Parties do not commit to participate in this separate initiative.

Clause 4 The Parties understand that the creation of such new entity should result from the effectiveness of their implementation of this Cooperation Agreement in their arbitration practice and from the perception that such entity would then be necessary to organize, increase and enhance their activity under the same basis, objectives and principles set out in this Cooperation Agreement.

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COORDINATION OF THE ACTIVITIES

Clause 5 The Parties agree that the coordination of the activities to be performed under the principles and terms set forth under this Cooperation Agreement shall be made by a Council of representatives of the AMCHAM ARBITRATION CENTERS/COMMITTEES which are signatories to this Agreement or which may adhere to it and sign it in the future, one from each country as indicated in Attachment 1 attached hereto or as modified in the future, the Council to be named the "AMCHAM COUNCIL FOR ARBITRATION" and which is authorized to use the "logo" indicated in Attachment 2 in its communication with the Parties and with third parties.

Clause 6 The members of the Council will take the necessary steps to incentivize and to facilitate the accomplishment of the objectives of this Cooperation Agreement and will facilitate to the greatest extent possible the participation of representatives of other AMCHAM ARBITRATION CENTERS/COMMITTEES which are not part of the Council to implement specific cooperation projects or activities.

Clause 7 Each member of the Council will be designated by their respective AmCham within 30 (thirty) days from the countersigning of this Cooperation Agreement and the designation of the Council member shall be informed in writing to the other AMCHAM ARBITRATION CENTERS/COMMITTEES, with all details for communication. The members will remain on the Council for an undetermined term and may only be replaced by another designated representative of the AMCHAM ARBITRATION CENTER/COMMITTEE which they represent.

Clause 8 The list of countries indicated in Attachment 1 hereto may be modified by the affirmative vote of $\frac{3}{4}$ (three fourths) of the signatories of this Cooperation Agreement, in which case the representatives of the AMCHAM ARBITRATION CENTERS/COMMITTEES to be included in the list as per such vote will be designated within 30 (thirty) days from the date of the affirmative vote and will participate in the Council there from.



Clause 9 All the communication among the members of the Council shall be made with copies to the other members and the members of the Council will make their best efforts to meet at least once every year, in one of the events promoted by any of the AMCHAM ARBITRATION CENTERS/COMMITTEES.

Clause 10 The AMCHAMS with representation on the Council will determine their own policies regarding the remuneration of their respective representatives to the Council. The members of the Council will not be remunerated by any of the AMCHAM ARBITRATION CENTERS/COMMITTEES which they do not represent.

GENERAL MATTERS

Clause 11 The present Cooperation Agreement does not involve the transfer of financial resources among the signatories, each of which shall bear the necessary expenses related to their respective performance of the commitments acquired under this Cooperation Agreement, including publication of papers and electronic newsletters.

Clause 12 The Parties are voluntarily entering into this Cooperation Agreement as equals. None of the Parties shall hire or retain the other. No Party shall represent the other nor compensate the other for any activities undertaken in furtherance of the goals of this Cooperation Agreement.

Clause 13 It is here authorized by all the Parties that their names and trademarks may be used reciprocally, but only and exclusively in the pursuit of the objectives of the present Cooperation Agreement. The use for other objectives will result in the infringing Party being held responsible for the losses and damages arising from the unauthorized use.

Clause 14 The present Cooperation Agreement may be modified under the proposal in writing by any of the signatories; such modifications shall be considered approved by the affirmative vote in writing of $\frac{3}{4}$ (three fourths) of the signatories of this Cooperation Agreement, in which case the Council members shall designate the Council member who shall redraft the Cooperation Agreement including the approved modifications and shall send the

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new version to the representatives of the Parties. All such modifications shall be done in writing and signed by appropriate representatives of the Parties.

Clause 15 The present Cooperation Agreement should be countersigned within thirty (30) days from the receiving of its draft; shall enter into force 30 (thirty) days after having been countersigned by the representatives of the Parties; and shall remain in force until terminated by the affirmative vote in writing of $\frac{3}{4}$ (three fourths) of the signatories.

Clause 16 Forwarding of the first draft of the agreement, of the evidence of the countersignatures, of proposals for modifications, of votes by the signatories, of notices and all other related communication to and from the AMCHAM ARBITRATION CENTERS/COMMITTEES for the purposes of this Cooperation Agreement shall be made in writing through any means or media which may give evidence to the receipt of the communications by the addressees, and shall be made with copies to all Council members and, when appropriate, with copies to all of the appropriate representatives of the Parties. The countersigned version of this first draft of the Cooperation Agreement shall be sent by the signing Party to all the other Parties within five days from signature.


Clause 17 The Council members shall notify the representatives of the Parties of the entry into force of the documents requiring the signature or the affirmative vote of the Parties.

Clause 18 The present Cooperation Agreement may be terminated at any time by any of the signatories through written notice to all the Parties but the Cooperation Agreement shall be valid and in force by and to the other Parties.

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AND, BY MUTUAL AGREEMENT, the signatories countersign the present Cooperation Agreement and forward a signed copy to the other Parties for the entry into force as herein provided.

AMCHAM BRASIL - Câmara Americana de Comércio para o Brasil



Gabriel Rico

CEO

signed on 07/18/2012



Roberto Pasqualin

President of the

Centro de Arbitragem Amcham

signed on 07/18/2012

AMCHAM COLOMBIA - Cámara de Comercio Colombo Americana

Legal Representative

signed on __/__/2012

Eduardo Zuleta J.
President

Arbitration Committee

signed on __/__/2012

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AMCHAM COSTA RICA - Cámara Costarricense-Norteamericana de Comercio



José Antonio Muñoz Fonseca
President

signed on __/__/2012




Mariana Konstanza Solis
Executive Director

*Centro Internacional de Conciliación y Arbitraje -
CICA*

signed on __/__/2012

AMCHAM ECUADOR - Cámara de Comercio Equatoriano Americana,



Cristian Espinosa Cañizares
CEO

signed on __/__/2012



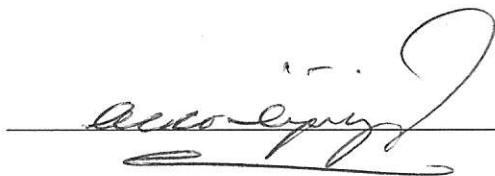
Hugo Garcia
Director

Centro de Arbitraje y Mediación - CAM

signed on __/__/2012

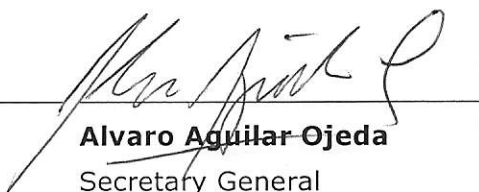


AMCHAM PERU - Cámara de Comercio Americana del Perú,



Legal Representative

signed on __/__/2012



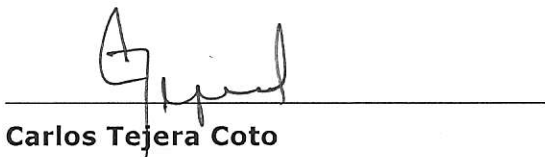
Alvaro Aguilar Ojeda

Secretary General

Centro Internacional de Arbitraje

signed on __/__/2012

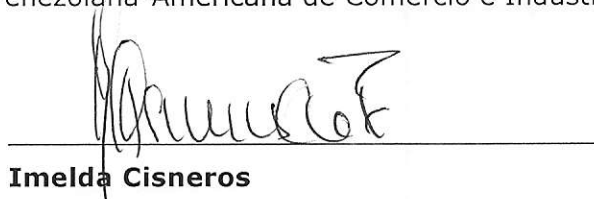
AMCHAM VENEZUELA - Cámara Venezolana-Americana de Comercio e Industria



Carlos Tejera Coto

CEO

signed on __/__/2012



Imelda Cisneros

Presidente

*Centro Empresarial de Conciliación y Arbitraje -
CEDCA*

signed on __/__/2012



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Attachement 1

List of Names and Addresses of the Parties

AMCHAM BRASIL

Câmara Americana de Comércio para o Brasil
Centro de Arbitragem Amcham
Rua da Paz 1431
04713-001 São Paulo, SP
BRASIL

AMCHAM COLOMBIA

Cámara de Comercio Colombo Americana
Comité de Arbitraje
Calle 98 no. 22-64, Oficina 1209
Bogotá D.C.
COLOMBIA

AMCHAM COSTA RICA

Cámara Costarricense-Norteamericana de Comercio
Centro Internacional de Conciliación y Arbitraje-CICA
PO Box 4946
1000 San Jose



COSTA RICA

AMCHAM ECUADOR

Cámara de Comercio Equatoriano Americana
Centro de Arbitraje y Mediación - CAM
Av. 6 de Diciembre y La Nina
Edificio Multicentro Piso 4
Quito
ECUADOR

AMCHAM PERU

Cámara de Comercio Americana del Perú,
Centro Internacional de Arbitraje
Av. Victor Andrés Belaunde 177
San Isidro, Lima 27
PERU

AMCHAM VENEZUELA

Cámara Venezolana-Americana de Comercio e Industria
Centro Empresarial de Conciliación y Arbitraje - CEDCA
Torre Credival, Piso 10
2da. Av. de Campo Alegre
Apartado 5181, Caracas 1010-A
VENEZUELA

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Attachement 2

LOGO ACA



P. Lang