Argentina: International Arbitration

This country-specific Q&A provides an overview to international arbitration laws and regulations that may occur in Argentina.

For a full list of jurisdictional Q&As visit here
1. **What legislation applies to arbitration in your country? Are there any mandatory laws?**

   Argentina is a federal republic, with both federal and provincial levels of organization. However, while substantial codes and provisions (civil and commercial law, criminal law, labor law, etc.) are applicable to the whole nation, procedural matters are regulated by each jurisdiction (i.e., the provinces). For domestic arbitration, the “arbitration agreement” is regulated by Arts. 1649-1665 of the National Civil and Commercial Code (“NCCC”) as enacted by Law No. 26,994, in force as of 1 August 2015; except for disputes to which the State, local States or State entities are parties, which are expressly excluded from the NCCC’s regulation. At the federal level, domestic arbitration proceedings are governed by Arts. 736-773 of the National Code of Civil and Commercial Procedure (“CP”) enacted through Law No. 17,454 of 19 September 1967 and amended, inter alia, by Law No. 22,434 of 16 March 1981 and Law No. 25,488 of 22 November 2001. At the local level, each province has its own procedural code, which includes arbitration-related provisions. The NCCC and the CP provisions on domestic arbitration do not constitute a mandatory regime. Except for mandatory regulations on *prorogatio fori*, the non-waivable remedies against final award and general principles of law (such as equality of arms, due process, etc.), the parties’ agreement – whether by providing for an institutional arbitration under international or domestic institutions or an *ad hoc* arbitration governed by tailor-made rules, the UNCITRAL Arbitration Rules or others – prevails over the NCCC and CP provisions. For example, where the parties have agreed to settle their dispute through arbitration under the rules of the International Chamber of Commerce (“ICC”), the application of the NCCC and CP is displaced. Similarly, the NCCC provisions on arbitration are mostly facultative in nature, regulating aspects of arbitration on which the parties may agree otherwise (e.g., in relation to the number and the appointment of arbitrators; see Arts. 1658-1660 NCCC, for example). The parties’ freedom to determine the contract’s content is specifically recognized in Arts. 958 and 2651(c) of the NCCC.

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

   Yes. On 28 September 1988, the Argentine Congress passed Law No. 23,619 whereby it approved the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. This law was promulgated by the Executive Branch through Decree 1524/88 dated 21 October 1988, and the ratification instrument was deposited with the United Nations on 14 March 1989.

   Upon ratifying the New York Convention, Argentina made both reservations authorized under its Art. I(3). Thus, the Convention shall only be applied, on the basis of reciprocity, to awards rendered in another member country in respect of disputes arising out of commercial transactions.

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

   Besides the New York Convention, Argentina is a party to (i) the 1965 Washington Convention on the Settlement of Investment Disputes between States and Nationals of Other States (the ICSID Convention); (ii) the 1975 Panama Inter-American Convention on

Argentina is also a party to more than sixty bilateral investment treaties (“BITs”), including treaties with Algeria, Armenia, Australia, Austria, Belgium-Luxembourg, Bolivia, Bulgaria, Canada, Chile, China, Costa Rica, Croatia, Czech Republic, Denmark, Dominican Republic, Ecuador, Egypt, El Salvador, Finland, France, Germany, Greece, Guatemala, Hungary, India, Indonesia, Israel, Italy, Jamaica, Korea, Lithuania, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nicaragua, Panama, Peru, Philippines, Poland, Portugal, Romania, Russia, Senegal, South Africa, Spain, Sweden, Switzerland, Thailand, Tunisia, Turkey, Ukraine, United Kingdom, United States, Venezuela, and Vietnam.

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


There are no significant differences between the LICA and the Model Law.

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

Not for the time being. The LICA (which is based on the UNCITRAL Model Law) was approved and entered into force in 2018.

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

There are two main arbitral institutions: (i) CEMARC – Centro de Mediación y Arbitraje Comercial de la Cámara Argentina de Comercio (Rules in effect as of 14 December 2005; available in Spanish and English); and (ii) CEMA – Centro Empresarial de Mediación y Arbitraje (which applies the UNCITRAL Rules revised in 2010). No amendments are being considered as far as we know.

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

Under Argentine law, the arbitration agreement shall be “in writing” (Art. 1650 NCCC). While a written agreement signed by the parties would be sufficient to prove the existence of an “arbitration agreement”, the writing requirement can also be fulfilled by an exchange of letters respectively executed by each party.
8. Are arbitration clauses considered separable from the main contract?

Yes. Art. 1653 of the NCCC provides that the arbitration agreement is independent from the contract to which it relates. Any inefficacy of the contract containing the arbitration agreement is without prejudice to the validity of the arbitration agreement, so that even in case of nullity of the contract, the arbitrators maintain their competence to determine the respective rights of the parties and to decide on their claims and arguments.

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

Art. 1659 of the NCCC provides that when the dispute concerns more than two parties and they fail to agree on the way in which the arbitral tribunal will be constituted, the institution administering the arbitration, or, in its absence, a judicial court, shall appoint the arbitrator or arbitrators.

10. In what instances can third parties or non-signatories be bound by an arbitration agreement?

As a general rule, third parties or non-signatories are not bound by the arbitration agreement. Exceptionally, non-signatories may be bound by an arbitration agreement, for instance, in case of fraud or by application of the “disregard of the legal entity” or “lifting the corporate veil” theories, for example, when the parent company (and not its subsidiary) is the real party to the commercial relationship.

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

Argentine law allows the parties to choose between de iure arbitration and amiable composition. In case the parties remain silent on this issue in the arbitration agreement or if the arbitrators are not expressly authorized to decide the dispute on the basis of equity, it is understood that the parties have chosen de iure arbitration (Art. 1652 of the NCCC).

In de iure proceedings, the arbitral tribunal must abide by strict legal rules in deciding the dispute. Its award must be based on the chosen applicable law - i.e., inexorably Argentine law in domestic arbitration proceedings. By contrast, amiables composites are not subject to any legal formalities except those agreed by the parties, and shall decide the dispute according to their best knowledge and understanding (Art. 769 of the CP).

Argentine private international law accepts the freedom of the parties to select the applicable law (Art. 2651 of the National Civil and Commercial Code (“NCCC”), with exclusions for cases of fraude à la loi (Art. 2598 NCCC); to ensure the application of international mandatory rules of immediate application (Art. 2599 NCCC); or when such application would lead to outcomes that could be incompatible with fundamental principles of public order (Art. 2600 NCCC).
12. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

Under Argentine Law, matters that cannot be subject to compromise or settlement (historically interpreted as those concerning family law, rights in rem, goods or property considered not to be commercial and rights which cannot constitute the subject matter of a contract) cannot be submitted to arbitration (Art. 737 of the CP).

Further, Art. 1651 of the NCCC specifically provides that the following matters are excluded from any arbitration agreement: (a) those that refer to the civil status or capacity of persons; (b) family affairs; (c) those involving the rights of users and consumers; (d) adhesion contracts, whatever their purpose; and (e) those derived from labor relations.

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

Under Argentine Law, any person possessing full legal capacity can act as an arbitrator. The parties are allowed to stipulate specific conditions with respect to the arbitrators’ nationality, profession and experience (Art. 1660 NCCC and 743 CP).

De iure arbitrators acting in domestic arbitrations must be lawyers, duly admitted to the local bar of the seat of the arbitration in compliance with Argentine law. This requirement should be considered merely as a domestic public policy requirement and, therefore, not applicable to international arbitration proceedings.

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

Under Argentine law, the parties may freely agree on the number of arbitrators (which shall always be one or more uneven number of arbitrators) and the procedure for their appointment (Art. 1659 NCCC). Absent an agreement on the matter, the arbitral tribunal shall be comprised of three arbitrators.

Additionally, Art. 1659 of the NCCC establishes the following default appointment procedure in the absence of an agreement between the parties: (a) in an arbitration with three arbitrators, each party shall appoint one arbitrator and the two appointed arbitrators shall name the third arbitrator. If one party does not appoint its arbitrator within thirty days from the receipt of the request by the other party to do so, or if both arbitrators fail to reach an agreement on the third arbitrator within thirty days counted from their appointment, the appointment must be made pursuant to a request by one of the parties by the entity administering the arbitration, or, in the absence thereof, by a judicial court; and (b) in an arbitration with a sole arbitrator, if the parties fail to agree on the appointment of the arbitrator, the arbitrator shall be appointed pursuant to a request by any of the parties by the entity administering the arbitration, or, in the absence thereof, by a judicial court.
When the dispute concerns more than two parties and they fail to agree on the way the arbitral tribunal will be constituted, the institution administering the arbitration, or, in its absence, a judicial court, shall appoint the arbitrators.

In case of international commercial arbitrations, Art. 24 of the LICA sets the general rule that the parties are free to agree on a procedure of appointing the arbitrator or arbitrators. Failing such agreement: (a) in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within thirty days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within thirty days of their appointment, the appointment shall be made, upon request of a party, by the competent court; (b) in an arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator, he shall be appointed, upon request of a party, by the competent court.

A clause giving a party a privileged position for the appointment of arbitrators is null.

15. **Can the local courts intervene in the selection of arbitrators? If so, how?**

Please see answer 14 above.

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

*De iure* arbitrators may be challenged for the same reasons for which judges may be recused in accordance with the law of the seat of the arbitration (Art. 1663 NCCC and Art. 746 CP). In Argentina, such reasons include (Art. 17 CP): (i) having a close family relationship with one of the parties or its lawyer; (ii) having an interest in the dispute or participating in a business enterprise with one of the parties or any of its lawyers, unless the enterprise is a limited liability company; (iii) if they are a creditor or debtor of either party; (iv) if they are engaged, in whatever manner, in a court action involving either party; (v) having acted as attorney for or against any of the parties, or having defended or pleaded against any of them or given an opinion or issued recommendations on the dispute submitted to arbitration before or after its commencement; (vi) having received any important benefits from any of the parties; (vii) having a friendly relationship with any of the parties denoting great familiarity or frequent contact; (viii) when the challenged arbitrator feels enmity, hatred or resentment against a party as evidenced through known facts, but not if such enmity, hatred or resentment is based on attacks against or offenses aimed at the arbitrator after arbitral proceedings have commenced. According to the CP rules, any challenge shall be submitted to the arbitral tribunal within five working days either of the arbitrator’s appointment (if he has been nominated by the court and the challenge is based on grounds arising before his appointment) or of the circumstances giving rise to the challenge becoming known to the challenging party (Art. 747 CP). Based on the party’s submission, the challenged arbitrator shall determine whether or not he accepts the grounds for challenge. If he does not accept the challenge, Art. 1663 of the NCCC provides that the challenge shall be decided by the institution that administers the arbitration or, in the absence thereof, by a judicial court. The parties are free
to agree that the challenge shall be decided by the remaining unchallenged arbitrators. If the matter is to be referred to a judicial court, the court’s decision on the challenge shall state its reasons, be in writing and is not subject to any further remedy or appeal. For international commercial arbitrations, Art. 28 of the LICA, following the Model Law, reproduces the general principle according to which an arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties. Departing from the Model Law, Art. 28 of the LICA includes as a specific ground for challenging an arbitrator, which is the intervention of the arbitrator or members of the legal firm, consultant or equivalent organization to which the arbitrator may belong, in another arbitration or judicial process: (a) as counsel or representative of one of the parties, irrespective of the subject matter at issue, or (b) concerning the same subject matter, as counsel or representative of a third party. Finally, the LICA (Arts. 29-31) reproduces the procedure adopted in the Model Law.

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

While the challenge is pending, arbitral proceedings shall remain suspended (Art. 747 CP).

18. **Are arbitrators immune from liability?**

Arbitrators shall be liable for costs and damages arising out of the non-performance of their arbitral duties (Art. 745 CP). They shall also be liable if they do not render the award within the time limit established (Art. 756 CP). In this case, they will lose the right to collect their fees.

Contractual liability of the arbitrators for the non-performance of their obligations may be imposed by the contract the arbitrators shall enter into with the parties (Arts. 1662, 1723, 1724 and 1728 NCCC).

However, no liability is imposed on arbitrators for errors in judicando, other than in circumstances that would give rise to criminal liability.

19. **Is the principle of competence-competence recognised in your country?**

Yes. Art. 1654 of the NCCC provides that, unless stated otherwise, the arbitration agreement confers on the arbitrators the power to decide on their own competence (kompetenz-kompetenz principle). This includes the competence to decide on any objections related to the existence or the validity of the arbitration agreement or on any other objections whose appraisal impedes the arbitrators from entering into the merits of the dispute. Art. 35 of the LICA provides that the arbitral tribunal may rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.

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

Art. 1656 of the NCCC states that the arbitration agreement obliges the parties to comply with what has been agreed therein and excludes the competence of judicial courts over disputes submitted to arbitration, except when the arbitral tribunal has not yet been
constituted or the agreement appears to be manifestly null or inapplicable. In case of doubt, the arbitration agreement shall have the fullest possible effects.

Based on these principles, Argentine courts practice is that if the respondent to a court proceeding proves that the dispute brought by the claimant is covered by a valid arbitration agreement, the court shall declare its lack of jurisdiction and refer the matter to arbitration – either seated in Argentina or abroad, provided that Argentine rules on prorogatio fori are observed. The court does not have any discretionary power to act otherwise.

21. **How are arbitral proceedings commenced in your country? Are there any key provisions under the arbitration laws relating to limitation periods or time bars of which the parties should be aware?**

Regarding international commercial arbitration, Art. 67 of the LICA establishes that arbitral proceedings commence on the date on which a request for arbitration is received by the respondent.

With respect to domestic arbitration, the NCCC does not provide how arbitral proceedings commence. Therefore, this issue will be defined by the arbitration rules of the institution selected by the parties for the administration of the proceedings or, in case of an *ad hoc* arbitration, by the rules agreed by the parties.

The main regulation of limitation periods is established in the NCCC and, thus, rules regarding limitation periods are considered substantive law.

The general limitation period under the NCCC is five years, which applies to any action for which there is no other limitation period established by law.

22. **In what circumstances is it possible for a state or state entity to invoke state immunity in connection with the commencement of arbitration proceedings?**

As a general rule, foreign States enjoy immunity from jurisdiction (Art. 1 and 2(h) Law No. 24,488). However, they cannot invoke immunity when, having agreed to submit any commercial dispute to arbitration, intend to invoke immunity in a judicial proceedings related to the validity or interpretation of the arbitration agreement, the arbitration proceeding or the annulment of the award, unless the arbitration agreement provides otherwise.

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

If respondent fails to participate in the arbitration, the arbitration proceedings will move forward nonetheless. Parties cannot be compelled to participate in arbitration by local courts.

24. **Can local courts order third parties to participate in arbitration proceedings in your**
country?
As a general rule, local courts cannot order third parties to participate in arbitration proceedings. However, under special circumstances (i.e., when the veil-piercing doctrine is applicable) a local court may extend arbitration agreement to a third party considering that it should be considered a party to the arbitration agreement.

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

Yes. According to Art. 21 of the LICA and Art. 1655 of the NCCC, local courts may grant interim relief before the constitution of the arbitral tribunal. The available interim measures are provided in the procedural codes (seizure of assets, maintenance of status quo, etc.).

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

Neither the LICA nor the NCCC contain default rules governing evidentiary matters in arbitration proceedings. Thus, the parties are free to agree on it (for instance, the parties may agree to apply or use as guidelines the IBA Rules on the Taking of Evidence in International Arbitration). Local courts are empowered to give assistance in order to obtain evidence if the arbitral tribunal requests it, including compelling a witness to provide testimony.

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

Law No. 23,187 regulates the conduct of counsel in proceeding seated in the city of Buenos Aires. These rules limit their application to the conduct of counsel and establish that only a professional lawyer registered as such in the local bar association can act as counsel. These rules do not govern the conduct of counsel in arbitral proceedings sited outside this jurisdiction.

The local bar association has a code of ethics applicable to the lawyers registered in said organization.

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

Under Argentine law, the parties to an arbitration agreement can freely agree on the confidentiality of the arbitration (Art. 1658 NCCC), and they frequently do so in practice.

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

Provided that the parties have not agreed otherwise, the arbitral tribunal shall decide on arbitration costs (Art. 772 CP). Under Argentine law, the “losing party pays” principle applies with respect to the allocation of costs. The arbitral tribunal could, however, depart from this rule and decide on a different cost allocation if the circumstances justify. Departure from this general principle must be justified in the award (Art. 68 CP). In general, costs are proportionally divided where parties have prevailed on some claims and lost on others.
Can pre- and post-award interest be included on the principal claim and costs incurred?

Under Argentine law, compensatory interest can be agreed between the debtor and the creditor, including the rate. If it was not agreed by the parties, interest should be determined in accordance with the law, the custom and practice or by the court (Art. 767 NCCC). The same rules apply to default interest. Punitive interest is only available if it was agreed by the parties.

With respect to the costs of the arbitration proceedings, Art. 68 of the CP sets forth the general principle according to which the losing party shall pay all costs even if the prevailing party has not required this in its pleadings.

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

For international commercial arbitrations, the LICA adopts the provisions of the Model Law for recognition and enforcement of arbitral awards without any alterations. Argentina is also a party of the New York Convention, which is applicable most of the time. But when no treaty or convention applies, the CP establishes the conditions required for recognizing and enforcing foreign arbitral awards, which are essentially the following: (i) *prorogatio fori* in favor of arbitral tribunals having their seat outside of the country should be valid under Arts. 1 of the CP and 2605 of the NCCC; (ii) during the course of arbitral proceedings, personal notice was served upon the person against whom enforcement of the arbitral award is sought, and that this person’s right to due process has been adequately guaranteed during the proceedings; (iii) the arbitral award has acquired the status of *res judicata* in the country where it was rendered; (iv) the arbitral award is not contrary to the public policy principles of Argentine law; (v) the arbitral award is not contrary to a previous or simultaneous decision issued by an arbitral tribunal or State court in Argentina on the same issue; and (vi) the matters submitted to arbitration are arbitrable. Under Argentine law, there is no specific time limit for filing a request for recognition and enforcement other than the general statute of limitations.

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

The estimated timeframe for the recognition and enforcement of an award in Argentina is between 12 and 18 months. In the course of *exequatur* proceedings, the court shall hear the respondent against whom *exequatur* is required. An award cannot be recognized or enforced on an *ex parte basis*. If objections to the enforcement are raised, the claimant shall also be heard. Thereafter, the court shall decide, denying or admitting recognition and ordering enforcement. The decision granting or rejecting recognition is subject to appeal before the competent court of appeals.

33. **Does the arbitration law of your country provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?**

Under Argentine law, domestic awards have the same effect and are equivalent to a court
decision (Art. 499 CP). Thus, as a general rule, domestic awards are subject to the same rules applicable to court decisions. Enforcement of a domestic award can only be rejected if (i) the title is false; or (ii) the limitation period has expired; or (iii) the respondent has fulfilled its obligations under the award or executed a settlement with the claimant (Art. 506 CP).

Foreign awards are subject to recognition and enforcement procedures establish in the LICA (Art. 102 and 106), according to which they can be rejected if (i) a party to the arbitration agreement was under some incapacity, or said agreement is not valid, or (ii) the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or (iii) the award deals with a dispute not included in or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration; or (iv) the constitution of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or (v) the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or (vi) the subject-matter of the dispute is not capable of settlement by arbitration under the Argentine law; or (vii) the recognition or enforcement of the award is contrary to the Argentine public policy.

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

There is no statutory provision in Argentine law containing the remedies that an arbitral tribunal can award. Nevertheless, punitive damages are only established under the Argentine Consumer Protection Act (Law No. 24,240) and thus, matters under this law are non-arbitrable pursuant to Art. 1651 of the NCCC.

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

Awards can be appealed before local courts unless the parties have waived such right. The appeal together with its supporting grounds shall be raised before the arbitral tribunal within five working days of the date of notification of the award. If the arbitral tribunal considers that the appeal has been correctly filed under the applicable procedural rules, it shall notify it to the other party and provide it with the opportunity to answer it within five working days. Immediately thereafter, it shall send the file to the Court of Appeals that will decide on the merits of the appeal. If the arbitral tribunal declares the appeal inadmissible (through a generally briefly reasoned decision), the interested party has the right to file a complaint against such denial directly to the Court of Appeals within five working days as of being served with such denial. In that case, the Court of Appeals can overrule the arbitral tribunal’s decision denying the appeal and decide on its merits (Arts. 282 and 283 CP). The annulment remedy (set aside) cannot be waived under Argentine law (Art. 760 CP). The grounds for setting aside an award are: (i) essential procedural errors in the proceedings; (ii) the award was rendered after the term for making the award had elapsed; (iii) the award includes decisions on issues that were not submitted to the arbitrators (a provision that has been construed as including
ultra petita, infra petita and extra petita awards); (iv) the award is inconsistent and contains contradictory decisions; (v) the award is contrary to public policy principles and mandatory provisions of Argentine law. The request for setting aside must be brought before the arbitral tribunal. If the arbitral tribunal considers that the annulment petition has been correctly filed under the applicable procedural rules, it shall declare the petition admissible and deliver it with the arbitration record to the second-instance court that would have heard any application to set aside a court judgment if no arbitral agreement had existed. If the arbitral tribunal declares the annulment petition inadmissible (through a generally briefly reasoned decision) the interested party has the right to file a complaint against such denial directly to the second-instance court. In that case, the court can overrule the arbitral tribunal’s decision and decide on the annulment request (Arts. 282-283 CP). According to the CP, the Court of Appeals shall decide on the annulment petition without providing the other party with an opportunity to answer the request for annulment (Art. 760 CP). However, courts have increasingly considered such limitation to be unconstitutional and provided the other party with the opportunity to file their response to the annulment petition.

36. **Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?**
Under Argentine law, appeals on the merits against an award can be validly waived by the parties. The parties cannot waive the right to bring a request for setting aside an arbitral award, either wholly or partially, before or after the dispute has arisen.

37. **To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?**

Under Argentine law, the State and State entities are subject to immunity from execution (courts may only grant declaratory relief), so the award is subject to the State own procedures of compliance.

38. **In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?**
Under Argentine law, awards exclusively produce their effects between the parties to the dispute. Third parties cannot challenge the recognition of an award.

39. **Have courts in your jurisdiction considered third party funding in connection with arbitration proceedings recently?**
Although the topic of third party funding is well known to members of local arbitration community, Argentine courts have not addressed or considered the issue yet.

40. **Is emergency arbitrator relief available in your country? Is this frequently used?**

Argentine law does not have provisions on emergency arbitration relief. Therefore, if the arbitral tribunal has not yet been constituted, parties may only seek interim relief from local judicial courts.

41. **Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?**
There are no simplified or expedited procedures for claims under certain value at the local
level. Notwithstanding so, expedited procedure rules of the ICC (for claims under US$ 2 million) are applicable to international arbitrations under the ICC rules seated in Argentina.

42. **Have measures been taken by arbitral institutions in your country to promote transparency in arbitration?**
While domestic arbitrations in Argentina are normally considered confidential –as the parties regularly agreed so–, there is an international trend towards transparency, which may impact on local arbitral institutions in the near future. For the time being, no significant measures have been taken at the local level.

43. **Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?**
Yes. Diversity is promoted in Argentina by some institutions and associations created for such purpose, such as Woman Way in Arbitration.

44. **Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?**
There are no recent court decisions in Argentina regarding the setting aside of an award that has been enforced in another jurisdiction or vice versa.

45. **Is corruption an issue that is regularly raised in your jurisdiction? What standard do local courts apply for proving of corruption?**
The issue of corruption is not often raised in domestic arbitration proceedings. Local courts apply a high standard of proof. Evidence of corruption should be clear and convincing. Circumstantial evidence (red flags, connecting the dots, etc.) is not sufficient.

46. **Have there been any recent court decisions in your country considering the definition and application of “public policy” in the context of enforcing or setting aside an arbitral award?**
Under Argentine law, an award must not violate the public policy principles to be recognized and enforced. Local courts usually avoid to provide a general definition of what “public policy” means (a concept that should be considered and applied on a case-by-case basis), but it is generally understood that it comprises of rules of law from which rights or obligations are derived that cannot be validly waived by the parties.

47. **Have there been any recent court decisions in your country considering the judgment of the Court of Justice of the European Union in Slovak Republic v Achmea BV (Case C-284/16) with respect to intra-European Union bilateral investment treaties or the Energy Charter Treaty? Are there any pending decisions?**
No. The Achmea decision is not an issue in Argentina so far. There are no pending decisions as far as we know.

48. **Have there been any recent decisions in your country considering the General Court of the European Union’s decision Micula & ors (Joined Cases T-624/15,**
No. This is not an issue in Argentina and there are no pending decisions to the best of our knowledge.