The Legal 500 & The In-House Lawyer
Comparative Legal Guide
Panama: Arbitration

This country-specific Q&A provides an overview of the legal framework and key issues surrounding arbitration law in the **Panama** including arbitration agreements, tribunals, proceedings as well as costs, awards and the hot topics concerning this country at present.

This Q&A is part of the global guide to Arbitration.

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1. **What legislation applies to arbitration? Are there any mandatory laws?**

   Law No. 131 of December 31, 2013 (the "Panama Arbitration Law"), published in Official Gazette 27449–C of January 8, 2014, is the legislation that governs international and domestic arbitration in Panama and it contains mandatory provisions.

   Moreover, the Panamanian Code on International Private Law, which is Law No. 61 of October 7, 2015, published in Official Gazette 27449–C of January 8, 2014, also includes

a chapter on the recognition and enforcement of international arbitral awards.

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

   Panama is a signatory to the New York Convention, without reservations. The convention entered into force for Panama on June 15, 1984.

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

   Panama is a party to the Inter-American Convention on International Commercial Arbitration, which entered into force for Panama on March 30, 1976, and the Convention on the Settlement of Investment Disputes between States and Nationals of other States, which entered into force for Panama on January 8, 1996.

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

   The Panama Arbitration Law is mainly based on the UNCITRAL Model Law with amendments as adopted in 2006. However, there are significant differences between the two. The main differences are the following:

   - The number of arbitrators: the default rule under the UNCITRAL Model Law is three (3) arbitrators and the default rule under the Panama Arbitration law is one (1) arbitrator.
   - The restrictions in the appointment of arbitrators: the Panama Arbitration Law contains restrictions to the appointment of arbitrators that are not included in the UNCITRAL Model Law. The Panama Arbitration Law provides that a person that has violated the Code of Ethics of an arbitration institution or that has been declared guilty of prevarication, falsehood or fraud cannot be appointed as an arbitrator; and that, for domestic arbitration proceedings, arbitrators that are not deciding the dispute as “amiable compositeurs” or “ex aequo et bono” shall be practicing

attorneys-at-law.

- Determination of the applicable law: Contrary to the UNCITRAL Model Law, which provides that “failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules that it considers applicable”, the Panama Arbitration Law does not force the arbitral tribunal to apply conflicts of laws rules, but rather allows it to directly apply the rules of law it considers appropriate.
- Treatment of interim measures issued by arbitration tribunals: Contrary to the UNCITRAL Model Law, which provides for an equal treatment of interim measures indistinctly of the seat of arbitration, the Panama Arbitration Law does makes a distinction. Interim measures issued by arbitration tribunals seated in Panama (whether in international or national arbitration proceedings) are binding and shall be enforced automatically without review, while interim measures issued in arbitral proceedings seated outside Panama are enforced by the Panamanian courts after being recognized as enforceable foreign orders or measures by the Fourth Chamber of the Supreme Court of Justice of Panama.
- Deadline for rendering the award: Contrary to the UNCITRAL Model Law, which is silent on the deadline for rendering the award, the Panama Arbitration Law establishes that the arbitration tribunal shall issue the final award within two (2) months after the final hearing (for domestic arbitrations) or as may otherwise be agreed to by the parties or as may be established in the applicable arbitration rules (for international arbitrations).
- Treatment of arbitration awards: Contrary to the UNCITRAL Model Law, which provides for an equal treatment of arbitration awards in connection with their recognition, the Panama Arbitration Law does makes a distinction. Awards issued in proceedings seated in Panama (whether in international or national arbitration proceedings) have the same treatment as national judgments and can be enforced directly by the lower courts without prior recognition proceedings. Awards issued in arbitration proceedings seated outside of Panama can only be enforced after going through recognition proceedings (exequatur) before the Fourth Chamber of the Supreme Court of Justice of Panama.

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

There are no impending plans to reform the arbitration laws in Panama.

6. What arbitral institutions (if any) exist? Have there been any amendments to their rules or are there any being considered?

The two main arbitration institutions in Panama are the “Centro de Arbitraje y Conciliación de Panamá (CeCAP)” and the “Centro de Solución de Conflictos (CESCON)”.

A few years ago, both CeCAP and CESCON adopted new arbitration rules, which entered into effect on August 1, 2015.

It is also usual for parties to agree that the arbitration be conducted under the UNCITRAL Arbitration Rules, even if the arbitration is to be administered by one of the aforementioned arbitration institutions.

7. What are the validity requirements for an arbitration agreement?

Under the laws of Panama, the arbitration agreement must be in writing.

An arbitration agreement is considered to be in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by the conduct of the parties, or by other means.

An arbitration agreement is also in writing if it is contained in an exchange of statements of claim and the answer or reply in which the existence of an agreement is alleged by one party and not denied by the other.

Moreover, the reference in a contract to any document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract.

8. Are arbitration clauses considered separable from the main contract?

Arbitration clauses are considered separable from the main contract.

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

The Panama Arbitration Law is silent on multi-contract arbitration.

Regarding multi-party arbitration proceedings, the Panama Arbitration Law establishes that where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator. Moreover, in the absence of a joint nomination by the multiple claimants and/or the multiple respondents, and where all parties are unable to agree to a method for the constitution of the arbitral tribunal, an arbitral institution may, at the request of any party, appoint each member of the arbitral tribunal and shall designate one of them to act as president.

Moreover, the two main arbitral institutions in Panama have rules regarding the consolidation of arbitration proceedings and the appointment of arbitrators in multi-party arbitration proceedings.

The rules of both arbitration centers regarding consolidation of arbitration proceedings are very similar.

Pursuant to the Arbitration Rules of the “Centro de Arbitraje y Conciliación de Panamá (CeCAP), the center may, at the request of a party, consolidate two or more arbitrations into a single arbitration proceeding taking into account the progress of the proceedings, the legal relationship between the parties and the compatibility of the arbitration agreements. The center may also consolidate two or more arbitrations where the parties have agreed to consolidation. Pursuant to the Arbitration Rules of the “Centro de Solución de Conflictos (CESCON)”, the center may, at the request of a party, consolidate two or more arbitrations into a single arbitration proceeding provided that the disputes relate to the same legal relationship and that the time for filing or requesting the collection of evidence has not elapsed in any of the separate arbitration proceedings.

The rules of both arbitration centers are different regarding multi-party arbitration proceedings.

Pursuant to the Arbitration Rules of CeCAP, where there are multiple claimants or multiple respondents (including cases where a third party has been joined to the proceedings), and where the dispute is to be referred to three arbitrators, the CeCAP Arbitration Rules establish that the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator. Moreover, in the absence of a joint nomination by the multiple claimants and/or the multiple respondents, CeCAP shall appoint each member of the arbitral tribunal and shall designate one of them to act as president. In contrast, pursuant to the Arbitration Rules of CESCON, where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the CESCON Arbitration Rules establish that the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator and, the absence of a joint nomination by the multiple claimants and/or the multiple respondents, CESCON shall appoint such arbitrator.

10. How is the law applicable to the substance determined?

Under the Panama Arbitration Law, the law applicable to the substance is determined by the parties. Failing an agreement by the parties, the arbitral tribunal shall apply the rules of law it considers appropriate.

Moreover, in Panama, the arbitral tribunal shall decide the dispute as “amiable compositeur” or “ex aequo et bono” only when the parties have expressly authorized it to do so.

In all cases, the arbitral tribunal shall decide the dispute in accordance with the terms of the contract and shall take into account the usages of trade applicable to the transaction, and for international arbitration proceedings, the arbitral tribunal shall also take into consideration the UNIDROIT principles on international commercial contracts.

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

In Panama, matters governed by Criminal Law, Labor Law, Consumer Law or Family Law are considered non-arbitrable. As a general rule, the matters that cannot be subject to negotiation and disposition of rights and obligations, and that cannot be waived by the parties, cannot be referred to arbitration.

There has not been any evolution in this regard in the recent years.

12. Are there any restrictions in the appointment of arbitrators?

In Panama, an arbitrator that has violated the Code of Ethics of an arbitration institution or that has been declared guilty of prevarication, falsehood or fraud cannot be appointed or continue acting as an arbitrator.

Moreover, for domestic arbitrations, arbitrators that are not deciding the dispute as “amiable compositeurs” or “ex aequo et bono” shall be practicing attorneys-at-law.

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

The Panama Arbitration Law provides for a default procedure if the parties’ chosen method for selecting arbitrators fails.

The general rule for a three-member tribunal, is that each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator.

Moreover, if a party fails to appoint the arbitrator within thirty (30) working 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 (30) working days of their appointment, the appointment shall be made, upon request of a party, by a local or foreign arbitration institution.

The general rule for a three-member tribunal in case of multiple claimants or multiple defendants, is that the multiple claimants, jointly, and the multiple respondents, jointly, shall appoint an arbitrator, and the two (2) arbitrators thus appointed shall appoint the third arbitrator. If the multiple claimants or the multiple defendants fail to agree on the appointment of an arbitrator within thirty (30) working days of receipt of a request to do so from the other party, or if the two (2) arbitrators fail to agree on the third arbitrator within thirty (30) working days of their appointment, or if the parties do not agree on the method for the constitution of the arbitration tribunal, the appointment of all the members of the arbitration tribunal, including its president, shall be made, upon request

of a party, by an arbitration institution.

The general rule for a sole arbitrator tribunal is that, if the parties are unable to agree on its appointment, said arbitrator shall be appointed, upon request of a party, by an arbitration institution.

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

Local courts cannot, under any circumstances, intervene in the selection of arbitrators.

15. Can the appointment of an arbitrator be challenged? What is the procedure for such challenge? Has there been an increase in number of challenges in your jurisdiction?

The appointment of an arbitrator can be challenged only if circumstances exist that give rise to justifiable doubts as to his/her impartiality or independence. Moreover, an arbitrator can be disqualified if he/she does not possess the qualifications agreed to by the parties.

Moreover, a party may challenge or request the disqualification of an arbitrator it has appointed, or in whose appointment it has participated, only for reasons of which such party becomes aware after the appointment.

Failing an agreement by the parties on a procedure to challenge or disqualify an arbitrator, Panamanian Law includes provisions governing this matter.

A party who intends to challenge or disqualify an arbitrator, within fifteen (15) working days after becoming aware of the constitution of the arbitration tribunal or after becoming aware of any circumstance that is a proper ground for a challenge, shall send a written statement of the reasons for the challenge to the arbitration tribunal.

Unless the challenged arbitrator withdraws from its position or the other party agrees to the challenge, it shall be decided by the arbitration tribunal.

In the case of a sole arbitrator or in the case the arbitration tribunal is unable to decide on the challenge within ten (10) working days after receiving the request, the challenge shall be decided, at the request of any party, by a local or foreign arbitration institution pursuant to its rules within fifteen (15) working days after receiving the relevant request.

While the challenge is pending, the arbitration tribunal, including the challenged arbitrator, may continue the arbitral proceedings and even render an award.

The decision on the challenge is not subject to appeal.

There is an increase on the number of challenges, especially under the new Arbitration Rules of CeCAP, which entered into effect on August 1, 2015. Under the new rules, all the challenges are decided by the Secretary General or the arbitration center (even for a three-member tribunal). Under the previous Arbitration Rules of CeCAP, in the cases of a three-member tribunal, the challenges against an arbitrator where decided by the rest of the members of the arbitral tribunal.

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

The Panama Arbitration Law provides that, in case of a truncated tribunal, a substitute arbitrator will be appointed pursuant to the same rules used for the appointment of the original arbitrator. Moreover, once the tribunal has been reconstituted, it will determine, after hearing all the parties, if and to what extent prior proceedings shall be repeated.

17. Are arbitrators immune from liability?

The Panama Arbitration Law is silent as to the liability of arbitrators.

We are not aware of any case in Panama where the parties have sought the liability of the arbitrators.

18. Is the principle of competence-competence recognised? What is

the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

The principle of competence-competence is recognised in Panama. Indeed, since 2004, it is also included in the Panamanian Constitution.

The approach of local courts towards a party commencing arbitration in apparent breach of an arbitration agreement is to refer the matter to arbitration.

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

Under the Panama Arbitration Law, arbitral proceedings are deemed to be commenced once the defendant has been served with the request for arbitration.

In Panama, the limitation period and time bars for arbitration claims are not determined by the Panama Arbitration Law. They are governed by the general laws on statutes of limitations or prescription. Therefore, the limitation periods and time bars will vary from case to case.

20. ### What happens when a respondent fails to participate in the arbitration? Can the local courts compel parties to arbitrate? Can they order third parties to participate in arbitration proceedings?

When a respondent fails to participate in the arbitration, the Panama Arbitration Law provides that the proceedings may continue and that the arbitral tribunal may render an award.

There are no provisions in the Panama Arbitration Law allowing local courts to compel parties to arbitrate or to order third parties to participate in arbitration proceedings.

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

The Panama Arbitration Law expressly provides that a state or state entity cannot invoke state immunity to avoid its obligations under an arbitration clause.

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

The Panama Arbitration Law is silent as to whether third parties or non-signatories can be bound by an arbitration agreement or award.

However, one of the two main arbitral institutions in Panama has rules regarding the joinder of third parties to the arbitration proceedings.

Under the rules of the “Centro de Arbitraje y Conciliación de Panamá (CeCAP)”, in the complaint, in the statement of defense, in the counterclaim or in response to the counterclaim, parties may request the arbitration center to join another party or parties to the arbitration, as long as this application is made prior to the constitution of the arbitral tribunal.

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

Under the Panama Arbitration Law, an arbitration tribunal is permitted to award two (2) types of preliminary or interim relief: interim measures and preliminary orders.

In Panama, interim measures are temporary measures that are issued whether in the form of an award or in another form by which, at any time prior to the issuance of the final arbitral award, the arbitration tribunal orders a party to:

(a) maintain or restore the status quo pending determination of the dispute;

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(b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;

(c) provide a means of preserving assets from which a subsequent award may be satisfied; or

(d) preserve evidence that may be relevant and material to the resolution of the dispute.

Contrary to interim measures that are issued after the tribunal has heard all interested parties, preliminary orders in Panama are requested and decided ex parte (without notice to any other party). Preliminary orders are orders whereby an arbitration tribunal directs a party not to frustrate the purpose of a requested interim measure. The Panama Arbitration Law provides that preliminary orders shall expire after twenty (20) working days from the date on which they are issued by the arbitration tribunal. However, the arbitration tribunal may issue an interim measure adopting or modifying the preliminary order after the party against whom the preliminary order is directed has been given notice and an opportunity to present its case.

Moreover, local courts may issue interim measures in support of local or foreign arbitration proceedings either pending the constitution of the tribunal or after its constitution.

24. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence?

In Panama, there are no particular rules governing evidentiary matters in arbitration. The Panama Arbitration Law gives freedom to the arbitration tribunal to determine the rules regarding the collection and submission of evidence, provided the parties have not agreed to specific rules on the matter, such as, for instance, the IBA Rules on the Taking of Evidence in International Arbitration.

In the absence of any such agreement, the common practice for arbitration tribunals seated in Panama is to abide by the general rules for the collection and submission of evidence for civil judicial proceedings contained in the Panama Judicial Code (Code of

Civil Procedure).

Local courts in Panama may assist in the obtaining of evidence for arbitration proceedings. The arbitration tribunal or any of the parties with its consent may request the assistance of the courts of Panama or the courts of any other State for the taking of evidence. Panamanian courts have ten (10) working days, once a request from an arbitration tribunal is received, to provide the assistance required.

25. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings?

The ethical codes that apply to arbitrators conducting proceedings in Panama are those of the arbitration institutions administering the proceedings. The two main arbitration institutions in Panama, CeCAP and CESCON, have enacted Codes of Ethics for arbitrators. The Panama Arbitration Law expressly provides that any person who has breached the ethical codes of any arbitration institution cannot be appointed as an arbitrator or continue acting in such capacity.

Moreover, the professional standards that apply to Panamanian lawyers acting in arbitration proceedings is the Code of Ethics of the Panamanian Bar Association.

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

The costs of arbitration proceedings are estimated and allocated pursuant to the rules of the arbitration institution.

The general practice is that the arbitration institutions estimate the costs based on the amount in dispute and that they allocate the costs of arbitration between the parties equally. Moreover, the parties shall advance the entire amount of said costs of arbitration once the arbitration tribunal has been constituted.

If a party fails to pay its arbitration costs, the other party shall pay these costs, without prejudice to its right to seek recovery.

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

The general practice in Panama is to claim interests and costs incurred in addition to the principal.

28. What legal requirements are there for the recognition of an award?

The Panama Arbitration Law makes a distinction between the awards issued in Panama and those issued outside of Panama. Only the awards issued in proceedings seated outside Panama require recognition prior to enforcement.

Arbitral awards issued in proceedings seated outside Panama, prior to being enforced before Panamanian lower courts, have to be filed for exequatur (recognition without review on the merits) by the Fourth Chamber of the Panama Supreme Court. When deciding on the recognition of the foreign award, the Supreme Court will apply the international convention for recognition of awards that is more favorable to its recognition.

If there is no applicable convention, the Supreme Court will apply Panamanian Law, which provides that recognition may be refused for the following reasons only:

(a) at the request of the party against whom it is invoked, if such party demonstrates that:

(i) a party to the arbitration agreement was under some legal incapacity to submit the matter to arbitration; or the said agreement is otherwise invalid under the laws chosen by the parties or, failing any indication thereon, under the laws of the country where the award was made; 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 it was otherwise unable to present its case; or

(iii) the award deals with a dispute outside the scope of the arbitration agreement or outside the scope of the terms of the submission to arbitration, provided that if the decision on matters properly within the scope of the arbitration agreement or of the submission to arbitration can be separated from those which are not, only the part of the award which contains decisions outside the proper scope of the arbitration agreement or of the submission to arbitration may be refused recognition; or

(iv) the composition of the arbitration tribunal or the arbitration proceedings were not made or held in accordance with the agreement of the parties or, failing such agreement, in accordance with the laws of the country where the arbitration took place; or

(v) the award has not yet become final and binding on the parties or it has been set aside (annulled) or suspended by a court of the country in which, or under the laws of which, that award was made; or

(b) if the Supreme Court finds that:

(i) under Panama Law, the subject-matter of the dispute is not a matter that may be validly decided in arbitration proceedings,

or (ii) the recognition or enforcement of the award would be contrary to Panamanian international public policy.

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

The Panama Arbitration Law is silent as to the limits on the available remedies, provided that such remedies do not violate Panamanian public policy (for domestic awards) or international public policy (for awards issued outside of Panama or for awards issued in Panama in international arbitration proceedings).

30. Can arbitration proceedings and awards be appealed or

challenged in local courts? What are the grounds and procedure?

In Panama, parties cannot appeal an arbitral award. Parties are only entitled to file a motion to set aside the award (to have it declared null and void) if said award was issued in arbitration proceedings seated in Panama.

An award issued in Panama can only be set aside if the party making the application furnishes proof that:

(i) a party to the arbitration agreement was under some legal incapacity to agree to submit the matter to arbitration; or the arbitration agreement is otherwise invalid under the laws to which the parties have subjected it or, failing any indication thereon, under Panamanian Law; or

(ii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitration proceedings or it was otherwise unable to present its case; or

(iii) the award deals with a dispute outside the scope of the arbitration agreement or outside the scope of the terms of the submission to arbitration, provided that if the decision on matters properly within the scope of the arbitration proceedings can be separated from those which are not, only the part of the award which contains decisions outside the proper scope of the arbitration proceedings may be annulled; or

(iv) the composition of the arbitration tribunal or the arbitration proceedings were not made or held in accordance with the agreement of the parties or with the submission to arbitration;

(v) the subject-matter of the dispute is not “arbitrable” under Panamanian Law; or

(vi) the award is in conflict with Panamanian public policy (for domestic awards) or with international public policy (for international commercial arbitration awards issued in Panama).

The application for setting aside or annulling an arbitral award has to be filed before the Fourth Chamber of the Panama Supreme Court within thirty (30) working days from the date when the party making the application has received the award. When filing the relevant complaint, the applicant has to present the award, the agreement containing the arbitration clause or the submission to arbitration, as well as any relevant evidence. No evidence can be filed afterwards by the applicant. The Court will grant thirty (30) working days to the other parties to file an answer to the application, and to file all evidence they deem necessary. If the collection of evidence is necessary, an additional twenty (20) working days period may be granted for such purpose. Finally, the Court will have sixty (60) working days to decide. The Court's decision is final and binding and it is not subject to appeal.

31. 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)?

In Panama, the parties cannot, under any circumstance, waive any rights to challenge an award.

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

The Panama Arbitration Law does not include any provision regarding the raising of a defence of state or sovereign immunity at the enforcement stage.

However, the Panama Arbitration Law expressly provides that a state or state entity cannot raise these defences to avoid its obligations under an arbitration clause.

33. To what extent might a third party challenge the recognition of an award?

The Panama Arbitration Law expressly provides that the party that can challenge the recognition of an award is the party against which the award is being invoked. The Law is silent as to whether a third party might challenge the recognition of an award.

34. **Have there been any significant developments with regard to third party funding recently?**

In Panama, there have not been any significant developments with regard to third party funding recently.

35. **Is emergency arbitrator relief available? Is this frequently used?**

The emergency arbitrator relief is not available neither under the Panama Arbitration Law nor under the rules of the two main arbitration centers.

36. **Are there arbitral laws or arbitration institutional rules providing for simplified or expedited procedures for claims under a certain value? Are they often used?**

In Panama, there are no arbitral laws or arbitration institutional rules providing for simplified or expedited procedures for claims under a certain value.

37. **Have measures been taken by arbitral institutions to promote transparency in arbitration?**

Transparency in arbitration is a new issue being discussed in Panama. Arbitral institutions in Panama have started organizing seminars and lectures to discuss the issue of transparency in arbitration and what steps can be taken to promote transparency in said institutions.

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

Contrary to other jurisdictions, diversity in the choice of arbitrators (e.g. gender, age, origin) is not an issue in Panama since the arbitration community is quite diverse. Nevertheless, arbitral institutions do try to promote diversity in the appointment of arbitrators.

39. Have there been any developments regarding mediation?

In Panama, there have not been any developments regarding mediation.

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

In Panama, there have not been any recent court decisions considering the setting aside of an award that has been enforced in another jurisdiction or vice versa.