



Club Español
e Iberoamericano
del Arbitraje



GOBIERNO
DE ESPAÑA

MINISTERIO
DE ASUNTOS EXTERIORES, UNIÓN EUROPEA
Y COOPERACIÓN



**Observatorio Global
del Español**

Instituto Cervantes

Use of the Spanish Language in International Arbitration 2025

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1. GLOSSARY

BIAC	Beijing International Arbitration Center (https://www.bjac.org.cn/english/index.jsp)
CAM-CCBC	Arbitration and Mediation Center of the Brazil-Canada Chamber of Commerce (https://ccbc.org.br/cam-ccbc-centro-arbitragem-mediacao/es/)
ICC	ICC Court of Arbitration (International Chamber of Commerce) (https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/)
ICSID	International Centre for Settlement of Investment Disputes (https://icsid.worldbank.org/es/acerca)
CIAM-CIAR	Madrid International Arbitration Centre – Ibero-American Arbitration Centre (https://ciam-ciar.com/)
CIETAC	China International Economic and Trade Arbitration Commission (CIETAC) Europe (https://cietac-eu.org/)
DIAC	Dubai International Arbitration Centre (https://www.diac.com/en/home/)
DIS	Deutsche Institution für Schiedsgerichtsbarkeit (https://www.disarb.org/)
HKAC	Hong Kong International Arbitration Centre (https://www.hkiac.org/)
ICDR-AAA	International Centre for Dispute Resolution (https://www.icdr.org/)
LCIA	London Court of International Arbitration (https://www.lcia.org/)
PCA-CPA	Permanent Court of Arbitration (https://pca-cpa.org/es/home/)
SAC	Swiss Arbitration Centre (https://www.swissarbitration.org/centre/)
SCC	SCC Arbitration Institute (https://sccarbitrationinstitute.se/en)
SIAC	Singapore International Arbitration Centre (https://siac.org.sg/)
TAPA	Court of Arbitration of the Principality of Andorra (https://tapa.ad/?lang=es)
TAS-CAS	Court of Arbitration for Sport (https://www.tas-cas.org/es/informacion-general/index/)
VIAC	Vienna International Arbitral Centre (https://www.viac.eu/en/arbitration)

2. EXECUTIVE SUMMARY

- The language most directly related to the law applicable to the substance of a dispute is usually the ideal one to provide greater precision to the legal debate. Therefore, the arbitral proceedings will be more efficient and of better quality when they are conducted in the same language in which the applicable law was originally expressed.
- Therefore, since there is an important group of transactions in the Ibero-American sphere whose contracts contain arbitration agreements, it would be desirable to use the Spanish language more often in those cases in which the business that gives rise to the dispute is governed by the law of states whose official language is Spanish.
- Many international arbitral institutions are interested in developing their capacities in the field of the Spanish language, as it implies an approach to Ibero-American users and regions that constitute an important market.
- The purpose of this report is to (i) provide statistical information on the use of the Spanish language in international arbitration and (ii) offer proposals for actions aimed at expanding the use of that language.
- The proposals made in this Report are based on the analysis of information collected during 2024 from the main international arbitration institutions and the recommendations of the Global Observatory of the Spanish Language¹; These proposals include:
 - *the development of an information campaign among the legal teams that advise on the negotiation of contracts and arbitration agreements;*
 - *the communication of the Report to the arbitral institutions to obtain their comments prior to its publication;*
 - *publishing and presenting the Report;*
 - *to collect reactions to the Report from the public, as well as to consult institutions on actions that could favor the advancement of Spanish as the language in which they conduct their arbitration proceedings;*
 - *to develop one or more discussion groups on the subject of the Report; and*
 - *to carry out a new round of consultations with the institutions, with measurement of results, once a period of two (2) years has elapsed since the publication of the Report.*

1. The Global Observatory of the Spanish Language (Observatorio Global del Español) is a centre for analysis and foresight that shall have as its purpose the identification of projects with the greatest impact in order to maximise the value of the Spanish languages: <https://www.cultura.cervantes.es/espanya/es/presentación-del-observatorio-global-del-español/173945>.

3. INTRODUCTION

a. Report Coordinating Entities

The **Spanish and Ibero-American Arbitration Club** (“**CEIA**”)² is a non-profit association, established in Spain in 2005, dedicated to promoting the use of arbitration as a method of conflict resolution, as well as to developing arbitration in Spanish and Portuguese or with an Ibero-American component.

The **Directorate-General for Spanish in the World** (“**DGEM**”), part of the *Secretary of State for Ibero-America and the Caribbean and Spanish in the World* (Spanish Ministry of Foreign Affairs, European Union and Cooperation), is responsible for promoting the role of the Spanish language as a factor of economic growth and international competitiveness; for promoting its expansion both in traditional areas and in the fields of communication, science, technology, innovation and accessibility, and to contribute to the greater cohesion of the Spanish-speaking community globally.

In turn, by means of Royal Decree 431/2022, of 7 June, the **Global Observatory of the Spanish Language** (**Observatorio Global del Español**) was **created**, with the leadership of the Cervantes Institute (an institution attached to the Ministry of Foreign Affairs, European Union and Cooperation of Spain). Among the functions of the Global Observatory of the Spanish Language are to promote the carrying out of studies and technical reports to diagnose the situation of Spanish in order to enhance the knowledge and prestige of the Spanish language and the Hispanic cultures, as well as acting as a permanent body for the collection, analysis and information on the situation of Spanish in different areas on an international scale.

Aware of the similarity and complementarity of their objectives, the CEIA and the DGEM have agreed to collaborate in the execution of a Project aimed at increasing the presence and penetration of the Spanish language in the field of international arbitration, as a means of (1) reinforcing the importance of the language in global economic activity, thus reflecting the relative weight of Spanish as one of the most widely spoken languages in the world, as well as the countries and economies in which it is used, and (2) generate wealth in those countries through more intense commercial and investment activity, as well as arbitration. To this end, the DGEM has made available to the Project the technical and professional contribution of the Global Observatory of the Spanish Language.

b. Methodology

The Project has been structured as follows:

a. First, a consultation process with the main institutions administering international arbitration has been undertaken³, in order to obtain information on:

2. <https://www.clubarbitraje.com/>

3. Thirteen institutions have responded to the questionnaire. A fourteenth institution did not answer the complete questionnaire, but sent the following response (July 31, 2024): “For our part, we appreciate the effort and importance of this study on the use of Spanish language in international arbitration. While Inst. 14 does handle cases involving parties coming from Spain and Latin America, currently we have not collected data on the exact number of cases conducted in Spanish. Given the nature of your study, we believe our participation might not provide the valuable insights you are seeking.”

- (1) the present situation (in 2024) with regard to the number of cases handled wholly or partially in the Spanish language, and
- (2) the dynamics and conditioning factors that have an influence on the language of arbitration, such as nationality of the parties, language of contracts, language of the participants in the procedure, management capacity of the institutions, etc.

This Report compiles and systematizes the information obtained through this process. **Since some of the information was provided by the entities on a confidential basis, the data is presented anonymously, without identification of the arbitral institution that has provided each of them.** The results allow this Report to be configured as an *exploratory study*, whose objective is to determine the current real conditions of the use of Spanish in arbitration proceedings before the main institutions administering international arbitration. To complete the exploratory study, comments will be sought from the participating institutions (one of the objectives of which will be to refine or improve the questionnaires to be used in successive information collection processes) and discussion groups will be organized with professionals who specialise in international arbitration.

b. Secondly, the CEIA will develop:

- (1) promotional actions aimed at increasing the use of Spanish in international arbitration (in particular, training aimed at the legal teams that usually advise on the negotiation of arbitration agreements). To this end, a calendar of educational sessions will be established with law firms from the different Spanish-speaking countries where the CEIA is represented; and
- (2) further consultations with the arbitral institutions participating in the study in order to (i) monitor the actual impact (on the number of cases in Spanish, from Spanish-speaking countries or with Spanish-speaking parties) of the translation of Rules into Spanish and/or the existence of Spanish-speakers in case management teams, and (ii) explore possibilities for mutual support between institutions through subcontracting, temporary assignments of case managers or other collaboration formulas.

In this context, the Project will address the ease of use of Spanish i.e., how many of the actors in the procedure know the Spanish language (arbitrators or lawyers, experts, etc.), and how many institutions are trained to administer arbitrations in Spanish, how quickly the necessary instruments are translated for a Spanish-speaking user (rules of institutions, collections of awards, etc.) and any other aspects as may be identified in the course of the study.

c. Thirdly, the CEIA will try to repeat the measurement of the status quo, in terms of the number of cases in Spanish processed by the different institutions, once two (2) years have elapsed since the issuance of this first Report⁴.

4. We believe that the simple fact that this Project exists, and that the attention of arbitral institutions is drawn to the Spanish language and the business opportunities linked to it, will probably give rise to an improvement in the quality of available data on the use of Spanish.

4. THE TECHNICAL-LEGAL RELEVANCE OF THE LANGUAGE; THE CHOICE OF LANGUAGE; WHAT THE STATISTICS PUBLISHED BY THE ICC INDICATE

a. The technical-legal relevance of language in contract interpretation

In the field of international trade, it is usual for the parties not to share the same native language, and in such circumstances they resort to English as the *lingua franca* for the negotiation of their contracts. Another relevant aspect is that English is often the language used by those who finance the projects that are the subject of the different contracts. Therefore, lawyers on both sides, who do not necessarily speak and write in English as a native language (and will not necessarily be qualified to handle English legal terminology from a technical point of view), will write in English clauses and covenants whose interpretation is governed by legal systems whose regulations, jurisprudence and doctrine are expressed in other languages.

The exact translation of a legal term, as it is interpreted and applied in different legal systems, can be very difficult or artificial: many concepts are distorted when contracts are drafted in English by speakers of English as a “second language” and/or “approximate translations” of technical terms are used.

- E.g. “dolo” and “fraud”; “indemnity” v. “indemnización”; the “common law” concept of “time is of the essence” is not identical to the “term” obligations of civil law; “frustration of purpose” of “common law” is not the same as “error in cause” of civil law; in “common law”, the concept of “best efforts” is well determined in doctrine and jurisprudence, not so in civil law, etc.
- In the words of K. Kim: “Similar’ does not mean ‘identical’, and in many cases the use of similar concepts in different legal systems may distract [we would say “confuse”] rather than clarify.»⁵.

When disputes arise regarding the interpretation, application and performance of these contracts written in English, but governed by the law of other countries (specifically, Spanish-speaking countries, for the purposes of this Report), distortions and doubts frequently arise from the lack of equivalence in translations and the lack of precision in the use of terms with interpretative relevance.

Lawyers and arbitrators whose primary language coincides with that of the applicable law will be in a better position to understand and interpret these nuances. In other words, they will probably be more aware of what the parties “really meant” when they used a term in English that they took as equivalent to the legal term that would have been used in the “mother” language of the applicable law. In other words, if the contract is governed by the law of a Spanish-speaking Ibero-American country, Spanish-speaking arbitrators and lawyers will surely be more aware that, for

5. K. Kim, Peter & Kim, ICCA Hong Kong, 2024.

example, in practice the term “fraud” is often used in certain clauses where, if they were written in Spanish, “dolo” would be used. They will therefore have an easier time correctly interpreting the will of the parties (without the need to resort to theories of contractual interpretation through the Anglo-Saxon doctrine linked to the term “fraud”)⁶.

Accordingly, the legal debate on interpretation would benefit from taking into account these nuances of language, and therefore it is advisable that the lawyers and arbitrators involved in an arbitration should be able to present such nuances in the language that best facilitates their explanation. In the example used, the exposition and debate on how the term “fraud” should be interpreted as a signifier of “dolo” (in a contract governed by a Spanish-speaking law) would be more logical and efficient if they were carried out in Spanish, within an arbitration procedure followed in that language.

That is: if the contract was written in English (or in another language), but is governed by a Spanish-speaking law, it will most likely be preferable for the corresponding arbitration to be followed in Spanish; all this without prejudice to the fact that the evidence materials or documents written in English or the original language of the contract shall be provided and handled in the procedure.

b. The choice of language

The choice of language for the arbitration procedure is usually part of the arbitration agreement, which is typically agreed upon when the contract is negotiated. It is often the case that the parties do not devote much attention to the discussion of this aspect, often limiting themselves to providing that the arbitration will take place in the same language in which the contract is drafted (often English), regardless of the language in which the law applicable to it is expressed.

In the absence of a choice of language in the arbitration agreement, many rules of international institutions provide that the arbitral tribunal may decide the language of the proceedings. This is how R. Willard explained it in her communication to the ICCA Congress held in Hong Kong (2024):⁷

«Party autonomy and consent are the cornerstones of international arbitration. In commercial proceedings, the source of arbitral tribunals’ jurisdiction and how they exercise it is determined by the contents of the parties’ arbitration agreement. Arbitration agreements often provide for the procedural language of arbitration. Indeed, leading arbitral institutions recommend that parties specify procedural language(s) in their arbitra-

6. On the “material importance of translation and interpretation”, the work of SEQUEIRA, N. and LOVE, B., “Translation and Interpretation in ICSID Proceedings”, published in ICSID Review, Vol. 39, No. 1 (2024), pp. 17-28; doi: <https://doi.org/10.1093/icsidreview/siae012>. From it we extract the following paragraphs: “In addition to treaty interpretation, issues of translation routinely arise with respect to evidence submitted in languages other than the language of the arbitration. In one such case, *Ampal-American v Egypt*, the interpretation of a company’s board minutes, originally in Arabic, affected the Tribunal’s decision on the attribution of the board’s decision to the Egyptian State. The Ampal Tribunal was called to determine whether the Arabic word ‘aqar’ should be translated as ‘approved’, as contended by the Claimants, or ‘acknowledged’ as advanced by the Respondent. As the parties could not agree on a common translation, the Tribunal requested a translation from an ICSID approved translator, who opined that the translation should be ‘confirmed’, a word that the Tribunal considered as supportive of a finding of State attribution. Another case that highlights the importance of accurate translations is *Occidental Petroleum v Ecuador*. The dissenting arbitrator in that case opined that the Tribunal relied on ‘misleading’ English translations of Ecuadorian Supreme Court judgments that were originally written in Spanish. According to the dissenting arbitrator, ‘had the translations concerning the criteria of inexistence been correct and the original Spanish texts been really taken into account, the conclusions arrived at by the majority would have been impossible to sustain.’ It can be concluded that the nuances between words of different languages are very important, even if they are words theoretically with the same meaning, and if this is the case in relation to common language, it is even more so in legal language, which is necessarily more precise and which entails a certain authentic, jurisprudential or doctrinal interpretation.

7. WILLARD, E. Rainbow, “Where Language, Identity, and Advocacy Meet: Explicit and Implicit Code-Switching in International Arbitration Hearings”

tion agreements. For example, the LCIA and SIAC model clauses each include a sentence relating to the language of arbitration⁸. The ICC notes that “it may be desirable for [the parties] to stipulate the place and language of the arbitration.”⁹ In the AAA-ICDR’s ClauseBuilder tool, the institution notes that “[t]he language of the arbitral proceedings should be chosen with care. Among other issues, it will impact the need for translation and the pool of available arbitrators.”¹⁰

To the extent parties to a contract have not chosen the language of arbitration, most procedural rules give the tribunal discretion to determine the language(s) of arbitration, with the default often being the language(s) of the document(s) containing the arbitration agreement¹¹.

In investment arbitration under the ICSID Rules, the tribunal will determine the language of the arbitration after considering the parties’ views¹². The tribunal’s decision will often be influenced by the official language(s) used in any applicable treaty, as well as any official language(s) of any State party.

Although arbitration is an international endeavor, English is the dominant procedural language both in commercial and investor-state proceedings. On the commercial side, not all institutions collect language-based data, but those that do demonstrate that English is often the dominant procedural language. For example, in 2020, 80% of ICC awards were rendered in English¹³. In 2023, 83% of HKIAC cases were conducted in English¹⁴. In 2023 ICSID conducted 58% of cases in English, 9% in Spanish, 4% in French, and 29% simultaneously in two languages, with simultaneous English-Spanish proceedings being the most frequent (89 cases)¹⁵.»

c. What the statistics published by the ICC indicate

The most recent statistics published by the ICC are the «ICC Dispute Resolution 2023 Statistics»,¹⁶ provided in the first quarter of 2024. With 890 new cases registered in its secretariat during 2023 (and more than 29,000 cases administered since it began its operation), it is one of the institutions with the longest tradition and importance in international commercial arbitration¹⁷.

8. Cláusula modelo de LCIA: https://www.lcia.org/dispute_resolution_services/lcia_recommended_clauses.aspx; Cláusula modelo de SIAC: <https://siac.org.sg/siac-model-clauses>.

9. ICC Guidance on Arbitration Clauses: <https://iccwbo.org/wpcontent/uploads/sites/3/2016/11/Standard-ICC-Arbitration-Clause-in-ENGLISH.pdf>.

10. AAA ClauseBuilder: <https://www.clausebuilder.org/umbraco/surface/options/items>.

11. AAA-ICDR 2021 Arbitration Rules, Art. 20; ICC 2021 Arbitration Rules Art. 20; LCIA 2020 Arbitration Rules, Art. 17. See also SIAC Rules, Art. 22.1 (providing that tribunal “shall determine the language to be used in the arbitration” “[u]nless otherwise agreed by the parties”); HKIAC Rules, Art. 15.

12. ICSID 2022 Arbitration Rules, Art. 29.

13. ICC Dispute Resolution 2020 Statistics.

14. HKIAC 2023 Statistics, available at <https://www.hkiac.org/about-us/statistics>

15. International Centre for Settlement of Investment Disputes, 2023 Annual Report: https://icsid.worldbank.org/sites/default/files/publications/ICSID_AR2023_ENGLISH_web_spread.pdf.

16. <https://iccwbo.org/news-publications/news/icc-dispute-resolution-statistics-2023/>

17. The vast majority of its cases are commercial arbitration: according to the 2023 statistics, in that year 16% of new cases involved a State or a State entity, but in total, since 1996, there have been 47 (including 2 new cases in 2023) investor-State arbitration cases handled at the ICC under its Arbitration Rules.

Some of the most relevant details for the purposes of this Report are the following:

- While English remains the predominant language for awards rendered in ICC arbitrations (77% of awards), many of the 520 awards issued in 2023 were drafted in 12 languages other than English. **As in 2022, Spanish is the second most frequent language, with 43 awards in 2023.** It is followed by French (35 awards), Portuguese (24 awards), German (5 awards) and Polish and Italian (2 awards in each of these languages), as well as an award rendered in each of the following languages: Japanese, Korean, Romanian and Swedish. In addition, **in 2023 there were two bilingual awards: one in Spanish/English**, and one in Mandarin/English.

We note, therefore, that awards issued in Spanish represented 8.27% of the total number of awards in 2023, a percentage that is far from the 77% in English and shows the potential for development in terms of increasing the use of Spanish.

- This data must be connected with the following complementary data:
 - In 2023, the **parties from Latin America and the Caribbean were 346, representing 14% of the total.** With 111 parties, Mexico was the first nationality in this region, and was placed (for the first time) in second place in the world on a par with Germany. It was followed by Brazil, with 80 parties.

Given that the cases filed in 2023 involved 2,389 parties, the 346 parties in this region constituted 14.48% of the total: this is a much higher percentage than the 8.27% of awards written in Spanish (although it should be noted that not all countries in the «Latin America and the Caribbean» region are Spanish-speaking, and therefore this correlation is not strictly reliable).
 - As in previous years, the most widely used *lex contractus* was English law (with 131 cases, or 15% of new cases), followed by Swiss law (83 cases), the law of a state in the United States (81 cases) and German law (62 cases). The **laws of Mexico (35 cases)**, France (33 cases) **and Spain (33 cases)**, as well as Brazil (29 cases), Italy (25 cases), the United Arab Emirates (22 cases) and Austria (20 cases) completed the top 10 positions in the ranking regarding new cases registered in 2023.

It is significant that Mexican law and Spanish law, as a whole, governed the contract in a (very relevant) total of 68 cases, compared to 131 cases under English law and 81 under North American law; that is, the number of cases subject to Mexican and Spanish law represented more than half (52%) of the cases subject to English law, and 32% of the sum of cases of English law and those of the law of a state in the United States.
 - As regards the place of arbitration, in 2023 the ten countries most frequently chosen as the seat of arbitration were France (99 cases, 15% of the total), the United Kingdom (85 cases), Switzerland (79 cases), the United States (66 cases), Brazil (34 cases), Germany (33 cases), Singapore (30 cases), the United Arab Emirates (24 cases), **Mexico (19 cases) and Spain (18 cases).**

5. ANSWERS ON LANGUAGE ISSUES OBTAINED BY CEIA FROM INTERNATIONAL ARBITRAL INSTITUTIONS

To develop the first phase of this study, a research questionnaire was provided to multiple institutions or international arbitration centers, which have generously agreed to collaborate with our Project. Below are some compilation tables of the results obtained.

These results indicate that some institutions maintain statistical records of the languages used in their cases, including Spanish, while others do not monitor this information or do not have data on it.

Some institutions have confirmed that they maintain an internal registry or database where the language of arbitral proceedings is recorded, and some of these institutions specifically mentioned the use of Spanish. On the other hand, other institutions either do not keep a statistical record of the languages used or have had fewer than five cases involving the use of Spanish, showing a lower rate of use or follow-up of the Spanish language in their cases.

The analysis also reveals that the reasons for not monitoring the language vary, with institutions citing the absence of a formal method of control or the fact that data is collected manually as possible causes. Institution 3, for example, partially monitors language data by linking the nationality of the parties and arbitrators to the official language of the relevant state, which can indirectly provide information on the use of Spanish. In general, there is scope for improving the ability to identify a correlation between the data held by the institutions consulted and the information they have on applicable law, language of the disputed contract, nationality of parties, etc., but this would require research and time dedication, since the data is not easily accessible.

As for the authority that determines the language in the absence of express agreement, the arbitral tribunal is most often given a decisive role.

Some institutions also mention the possibility of appointing bilingual arbitrators or responding to challenges related to the use of language, although they do not necessarily have information on these issues that specifically refers to the Spanish language.

In short, although Spanish is a relevant language in international arbitration, the use of this language in proceedings is not uniformly monitored and therefore we lack complete and detailed data on its use in arbitrations administered by the various institutions.

a. Qualitative issues on the use of language in proceedings.

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 1	Yes	2016	N/A	Registration of data by the Secretariat at the beginning of each procedure.	There have been cases, but the languages considered were English or Portuguese (not Spanish).	No	Until the constitution of the arbitral tribunal (which can then change the decision), the Presidency of Inst. 1 decides.	This issue is not provided for in the Regulation.	N/A	Yes.	Yes, but not in relation to the Spanish language.

18. Do you keep a statistical record of the languages in which cases are handled?

19. If so, how far back does this record go?

20. If not, what are the reasons for that information not to be tracked? And do you consider it would be interesting to start tracking it?

21. How is (or would be) data collated and obtained?

22. Please provide information on the number of cases where a decision on language of the arbitration had to be made, in the absence of agreement by the parties. How many of those cases involved the use of the Spanish language?

23. Do you keep data on language regarding any/all of the following?: the mother tongue or preferred language of the parties, the mother tongue or preferred language of lawyers representing the parties, the mother tongue or preferred language of one or more arbitrators, the language of the main contract in dispute, the official language(s) at the seat, the applicable law to the proceeding and/or to the merits.

24. According to your rules, failing agreement by the parties on the language of the proceedings, who determines the issue ?

25. According to your Rules, could a party appoint an arbitrator unfamiliarized with the language of the arbitration, or the official language of the seat of arbitration, or of the applicable law?

26. If so, (if appointed by a party), would this issue be considered by the institution when confirming his or her appointment?

27. When your Institution/Center appoints an arbitrator in a bilingual procedure, do you look for potential candidates familiarized with one or both languages?

28. Do you have data regarding challenges, resignations or removals due to language issues? If so, did any relate to the Spanish language?

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 2	Yes	2020	N/A	They are compiled in their own registry enabled for this purpose.	Two cases ²⁹ .	Inst. 2 takes into account the language of the main contract in the dispute and the law applicable to the procedure and/or the substance of the dispute	In accordance with Article 24 of the Regulations of Inst. 2 (entry into force on 1 January 2024): “In the absence of agreement of the parties, the language shall be fixed by the Centre in view of the circumstances of the case, after consultation with the parties. If the circumstances so warrant and by reasoned decision, once confirmed, the arbitrators may order that the arbitration be conducted in more than one language, or that a party may submit briefs, allegations, communications or evidence in a language other than the language of the arbitration.”	No ³⁰	Yes	This has not been the case, but a candidate familiar with both languages would be sought.	No

29. In one of them, the applicable language was not clear in the agreement and one party interpreted it to be Spanish and the other to be English (the Center ruled *prima facie* that the language would be English and as of May 7, 2024, the arbitrator had yet to decide on the matter); in the other case, the language established in the agreement was English and the parties agreed to change it to Spanish.

30. Although not expressly stated in the Rules, language is a matter to be taken into account by the Appointment Committee when appointing arbitrators and an arbitrator who is not fluent in the language of arbitration would not be appointed. In principle, and unless expressly requested by the parties, only the arbitrator's knowledge of the language of the arbitration (not the official language of the seat or of the applicable law) is valued.

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 3	Yes, Inst. 3 keeps a record of the language in which your cases are handled.	1902 ³¹	N/A	The information is compiled manually into internal databases by case management staff once the language of each case has been decided.	There are no statistical records of cases in which a language decision was necessary.	Data on the nationality of the parties and arbitrators, and on the seat (which can be linked to the official language of each State) are maintained. No data is kept on the language of the lawyers (which can be multiple) or the contract in dispute ³² or the applicable law.	Under Inst. 3 Rules, and under the UNCITRAL Arbitration Rules (which govern most cases administered by Inst. 3), in the absence of agreement of the parties, it is the arbitral tribunal that decides the language of the proceedings ³³ .	There are no provisions in this regard in the Inst. 3 Rules or in the UNCITRAL Arbitration Rules	Inst. 3 (or its General Secretariat) does not have among its functions to confirm the appointment of arbitrators. Vid. Q14.	Inst. 3 takes several factors into account when requesting the appointment of arbitrators, including their language capabilities and the language of the arbitration (subject to any specific treaty requirements ³⁴	No data are available on language-based challenges or resignations.
Inst. 4	Yes	1986 ³⁵	N/A	Language information is recorded in the case database.	This information is not available.	No	The presidents of the sections of Inst. 4	In theory it would be possible, but the appointed arbitrator would not accept the nomination.	Yes, in the event that the arbitrator does not spontaneously decline the appointment.	Yes, knowledge of both languages is required, although arbitrators do not need to be fully bilingual.	There are no known cases concerning the Spanish language.
Inst. 5	Yes	2018	N/A	Digitally	N/A	The law applicable to the proceeding and/or the merits of the dispute.	The arbitral tribunal.	Yes	No	Yes	N/A

31. However, there is a small percentage of cases in the historical archive of Inst. 3 where limited information about proceedings is available, which may result in a lack of complete information about the language of the procedure.

32. Cases are often initiated on the basis of an international treaty or other instrument, and these documents often have multi-language versions.

33. Vid Article 19(1) of the 2012 Inst. 3 Rules, Article 17(1) of the 1976 UNCITRAL Rules and Article 19(1) of the 2010/2013/2021 UNCITRAL Rules: “[s]ubject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings”.

34. For example, the parties may have agreed to bilingual proceedings, with one of the languages prevailing in the proceedings; They may also require an arbitrator to know a language other than the language of the arbitral proceedings.

35. Inst. 4 adopted Spanish as the third official language for arbitrations administered by Inst. 4 later in 2020 (the other languages are English and French).

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 6	The language of processing of each case is recorded, but there is no statistical record of this data.	N/A	For the time being, the language has not been considered of interest for statistical purposes (other data such as headquarters and applicable law have)	The information is recorded in the cases database and then included in statistical reports.	N/A	The languages of the arbitrators are recorded and also the law applicable to the substance of the dispute.	Initially, the language of the arbitration agreement will be the language of the arbitration, and if it is in several languages, Inst. 6 will decide which of them will be the language of the proceedings (unless multilingual arbitration is provided for in the agreement). The arbitral tribunal shall fix the language definitively (after hearing the parties and unless the parties have agreed on the language) ³⁶	It can be a cause for rejection (see Q13)	According to Article 7.1 of the Regulations, Inst. 6 will refuse to appoint a candidate for arbitrator if it decides that the person appointed is not suitable.	Yes, familiar with both languages if possible ³⁷	[A database of information on challenges to arbitrators for any reason is available.]

36. "17.1 The initial language of the arbitration (until the formation of the Arbitral Tribunal) shall be the language or prevailing language of the Arbitration Agreement, unless the parties have agreed in writing otherwise. 17.2 In the event that the Arbitration Agreement is written in more than one language of equal standing, the Inst. 6 may, unless the Arbitration Agreement provides that the arbitration proceedings shall be conducted from the outset in more than one language, determine which of those languages shall be the initial language of the arbitration. 17.3 A non-participating or defaulting party shall have no cause for complaint if communications to and from the Inst. 6 and Registrar are conducted in the initial language(s) of the arbitration or of the arbitral seat. 17.4 Following the formation of the Arbitral Tribunal, unless the parties have agreed upon the language or languages of the arbitration, the Arbitral Tribunal shall decide upon the language(s) of the arbitration after giving the parties a reasonable opportunity to make written comments and taking into account the initial language(s) of the arbitration and any other matter it may consider appropriate in the circumstances. 17.5 If any document is expressed in a language other than the language(s) of the arbitration and no translation of such document is submitted by the party relying upon the document, the Arbitral Tribunal may order or (if the Arbitral Tribunal has not been formed) the Registrar may request that party to submit a translation of all or any part of that document in any language(s) of the arbitration or of the arbitral seat."

37. See paragraph 99 of the "Guidance Notes" (In considering arbitrator candidates, the Inst. 6 Court will take account of the experience and expertise required for the particular case including, for example, legal and sector expertise and **language capabilities**; and will select the most suitable arbitrator(s) for the case having regard to, among other things, the sum in issue, nature of relief sought and the technical and legal complexity of the dispute. If the parties have agreed certain attributes or qualifications that they wish the arbitrator(s) to have, the Inst. 6 will take account of such attributes or qualifications when appointing the Arbitral Tribunal).

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 7	Yes	2022	N/A	Manually, by the lawyer in charge of the administration of the case.	Data not available, but none of the decisions considered the use of Spanish.	Only data on the law applicable to the substance of the dispute is kept.	In the event of a discrepancy, the language of the arbitration agreement is initially adopted, and the language is finally decided by the arbitral tribunal.	There is no impediment in the Inst. 7 Rules for a Party to appoint an arbitrator who is not fluent in the language of the arbitration, the official language of the seat of arbitration, or the applicable law.	Yes, this issue would be taken into account by the Court of Arbitration when confirming or rejecting his appointment.	Yes, in both languages, if applicable.	No
Inst. 8	No, but the data can be obtained in the institution's archives	It is conditioned by the file destruction policy	An ad hoc compilation, and review, is needed to obtain this language information.	Cases and files are managed on their own electronic administration platform.	In less than 5 cases.	If the question arises, it would be noted in the file; but Inst. 8 does not compile this information for statistical purposes.	According to Article 20 of the Rules, unless the parties agree, the language of the arbitration shall be the language of the document containing the arbitration agreement, subject to the power of the tribunal to decide otherwise in the light of this and other circumstances.	The parties have autonomy to appoint arbitrators. Article 15 of the Rules allows an arbitrator to be challenged for failure to perform his or her duties and the institution may also decide to remove him or her on this ground (which could be a consequence of lack of knowledge of the language)	If referees are selected by the roster system, their language skills and experience will be checked before they are included in the roster.	Yes	They do not know of cases in which an arbitrator has been challenged on the basis of language; but they have suffered logistical problems derived from the deficiencies in the language of some arbitrators, with increased costs for the parties (due to the need for translation)

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 9	Yes	Since mid-2000, data have been collected on the language of awards and the procedure	N/A	Administration of procedures	There are no statistics on this issue	See partially available information in Tables 2 and 3.	Arbitration Rules Inst. 9 (2021) Article 20 – Language of arbitration <i>In the absence of agreement between the parties, the arbitral tribunal shall determine the language(s) of the arbitration taking into account any relevant circumstances, including the language of the contract.</i>	Yes, but if the arbitrator is not fluent in the language of the arbitration, that arbitrator will probably not be confirmed. This is not relevant to the language of the headquarters or the applicable law.	If the arbitrator is not fluent in the language of the arbitration, the arbitrator will probably not be confirmed.	In principle, both languages. There may be exceptions depending on the specific languages involved.	There are no statistics on this. There have been objections to confirmation, challenges and waivers related to the language of the arbitration.

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 10	Yes.	Since 2009.	N/A	The information provided by the parties is recorded.	There have been no cases in the Spanish language.	What is relevant is the preferred language of the parties and the language of the main contract in dispute.	Decision adopted by the arbitral tribunal.	Yes, the parties can name it if they so choose.	Yes, it would be taken into consideration.	Yes.	No.
Inst. 11	Yes.	Since 2004.	N/A	Internal database.	There is no data on this.	No, only the language of the procedure is recorded.	Decision adopted by the arbitral tribunal.	In theory, it could be named.	Yes, it would be taken into consideration.	Yes, both languages.	No.
Inst. 12	No.	N/A	The official language of the country where Inst. 12 is located is not Spanish.	Analyzing the arbitration claims filed on a case-by-case basis and monitoring the arbitration procedure.	For the time being, cases have always been processed in Catalan.	No.	The Rules provide for the possibility of using several languages interchangeably, so that the parties or the arbitrator would have to agree.	It is not planned.	--	Yes.	No.

Institution	Q1: Statistical recording of languages ¹⁸	Q2: Date from which data is available ¹⁹	Q3: Reasons for not recording data/possible interest in this information ²⁰	Q4: Data collection and collection ²¹	Q5: Number of cases requiring a language decision ²²	Q6: Existence of language data linked to other aspects ²³	Q7: Authority to decide the language ²⁴	Q12: Possibility of appointing an arbitrator who is not fluent in the language ²⁵	Q13: Would language be taken into account when confirming arbitrators? ²⁶	Q14: Search for Language-Savvy Arbitrators in Bilingual Proceedings ²⁷	Q15: Challenges and substitutions of arbitrators on the basis of language ²⁸
Inst. 13	Yes	2008	n/a	Data is recorded in the digital case management system	n/a	Yes only with respect to the arbitrators' mother/preferred language, language of the main contract in dispute, and applicable law	In accordance with Article 26 of the Rules of Inst.13, unless the parties have agreed to it, the arbitral tribunal shall determine the language(s) of the arbitration	Yes, in a three-member tribunal, each party can choose an arbitrator; but it is very rare for a party to appoint an arbitrator who does not know the language of the arbitration or the applicable law	Considering the importance that Inst. 13 attaches to the autonomy of the parties, Inst. 13 would confirm the appointment in the event of election by one party, but will carefully consider the appointment of the tribunal	Yes, according to Article 17(7) of the Rules one of the aspects considered by the Council of Inst. 13 when appointing arbitrators is the language of the arbitration	No

b. Quantitative issues on the use of language in proceedings.

Institution	Q8: Quantitative data on the number of cases and awards in Spanish ³⁸	Q9: Splitting that data by separating commercial arbitration and investment arbitration ³⁹	Q10: Division of such data by separating (in commercial arbitration) industries or types of matters ⁴⁰	Q11: Relationship between the number of cases/awards in Spanish and the Q6 parameters ⁴¹
Inst. 1	1. 1,600 total cases (as of May 17, 2024) 2. 0 in Spanish + award in Spanish 3. 0 in multiple languages inc. Spanish + award in Spanish 4. 0 in multiple languages inc. Spanish + award not in Spanish 5. 0 awards in Spanish	There is no investment arbitration in the country where Inst. 1 is based because the country is not a signatory to the 1965 Washington Convention.	There were no cases administered in Spanish.	There were no cases administered in Spanish.

38. Please provide data, as far back as possible, on a "per year" basis, about the following:

- I. Total number of cases
- II. Number of cases heard totally in Spanish + award in Spanish
- III. Number of cases heard in multiple languages (including Spanish) + award in Spanish
- IV. Number of cases heard in multiple languages (including Spanish) + award in English or another language other than Spanish
- V. Number of awards in Spanish (in relation to the total number of awards)

39. Could the information referred to in question 8 be distinguished to separate investment arbitration and commercial arbitration?

40. Could the information referred to in question 8 be distinguished with respect to commercial arbitration to separate different types of matters or industries? (e.g. construction, M&A, insurance, distribution, etc.)

41. Could the data from the response to question 8 be linked to any of the parameters mentioned in question 6? If so, please provide the data obtained.

Institution	Q8: Quantitative data on the number of cases and awards in Spanish ³⁸	Q9: Splitting that data by separating commercial arbitration and investment arbitration ³⁹	Q10: Division of such data by separating (in commercial arbitration) industries or types of matters ⁴⁰	Q11: Relationship between the number of cases/awards in Spanish and the Q6 parameters ⁴¹
Inst. 2	1. Year 2020: 2 Year 2021: 10 Year 2022: 8 Year 2023: 15 Year 2024: 3 2. Year 2020: 2 cases in Spanish 2 awards rendered in Spanish Year 2021: 9 cases 2 awards rendered in Spanish 1 award rendered in English Year 2022: 9 cases 6 awards rendered in Spanish 1 award rendered in English Year 2023: 15 cases 2 awards rendered in Spanish 1 award rendered in English 3. None 4. None 5. 12 total awards in Spanish (out of 15 in total)	Inst. 2 has not administered cases in investment arbitration.	Year 2020: - Hospitality and Catering - Professional Services Year 2021: - Maritime - Engineering - Corporate - Energy - Aeronautical - Insurance - Financial & Banking - Professional Services Year 2022: - Construction - Food, Pharmaceutical & Healthcare - Right of Representation, Agency, Distribution and Franchising - Industrial and intellectual property - Natural resources: mining, agriculture, livestock and fishing - Energy - Corporate Year 2023: - Food, Pharmaceutical & Healthcare - Energy - Corporate - Professional Services - Right of Representation, Agency, Distribution and Franchising - Natural resources: mining, agriculture, livestock and fishing - Construction - Financial & Banking Year 2024: - Corporate	- Year 2020: 100% of cases in Spanish and with an award in Spanish, in all industries. - Year 2021 and 2022 – 66% of cases in Spanish and 33% in English as well as cases (same percentage for awards) - Year 2023: 73% of cases in Spanish, 27% in English, although 66% of the awards were in Spanish (*proceedings remain open*) - Year 2024 – Year 2021 and 2022 – 66% of cases – in Spanish and 33% in English - In total, 80% of awards (12) in Spanish and 20% (3) in English.

Institution	Q8: Quantitative data on the number of cases and awards in Spanish ³⁸	Q9: Splitting that data by separating commercial arbitration and investment arbitration ³⁹	Q10: Division of such data by separating (in commercial arbitration) industries or types of matters ⁴⁰	Q11: Relationship between the number of cases/awards in Spanish and the Q6 parameters ⁴¹
Inst. 3	See information in Table 1. Inst. 3 does not maintain data on the language in which the award is drafted, although it will normally be in Spanish for cases fully developed in Spanish; and in bilingual or multilingual proceedings the rules may vary (issuance of the award in all languages simultaneously, or in one of the languages first with subsequent versions in the other languages, or only in one of the languages).	See information in Table 1.	See information in Table 1.	All cases administered in Spanish (alone or in conjunction with other languages) involved at least a part of a State where Spanish is the official language. Approximately 56% of the arbitrators involved in cases heard in Spanish are nationals of States where Spanish is the official language ⁴² . Approximately 25% of cases processed in Spanish (alone or together with other languages) are based in a State where Spanish is the official language.
Inst. 4	1. 2021: total 996 cases; 93 cases heard entirely in Spanish 2. 2022: total 830 cases; 76 cases heard entirely in Spanish 3. 2023: total 943 cases; 119 cases heard entirely in Spanish	N/A	N/A	Information not available
Inst. 5	1. [191 (2023)] 2. [0] 3. [0] 4. [0] 5. [0]	N/A	By industries: - 10.5%: Power supply - 7.3%: health, veterinary and social services - 5.8%: Real estate, commerce	N/A

42. This is without prejudice to the specific language skills of the arbitrators involved in these cases and the specific language rules in the relevant proceedings, which, in the experience of Inst. 3, are often adapted to the language skills of the arbitrators, especially in multilingual proceedings.

Institution	Q8: Quantitative data on the number of cases and awards in Spanish ³⁸	Q9: Splitting that data by separating commercial arbitration and investment arbitration ³⁹	Q10: Division of such data by separating (in commercial arbitration) industries or types of matters ⁴⁰	Q11: Relationship between the number of cases/awards in Spanish and the Q6 parameters ⁴¹
Inst. 6	1. Annual Report 2022: 333 requests for Inst. 6 services including 293 new arbitration cases in 2022 2. N/A 3. N/A 4. N/A 5. N/A	N/A	N/A	N/A
Inst. 7	1. 2022: 340 new cases 2023: 355 new cases 2. 0 3. 0 4. 0 5. 0	100% of the cases handled by Inst. 7 are commercial arbitration.	2022: 49% Construction 27% trade disputes 16% Real Estate 4% Corporate 2% Maritime 1% Oil & Gas 1% Other 2023: 59% Construction & Real Estate 9% Banking & Finance 6% Manufacturing & Industrial 5% Professional Services 4% Transport and logistics 4% Retail & Consumer Goods 3% Tourism and hotels 2% Energy 2% Media & Entertainment 2% Technology and telecommunications 4% Other	No, because there have been no cases or awards in Spanish.
Inst. 8	[Information difficult to access, since Inst. 8 has administered more than 19,000 international cases between 1996 and 2022, and the cases would have to be reviewed to verify in which language they have been heard.]	This information is not available (Inst. 8 administers cases involving both commercial arbitration and cases involving sovereign states and public entities).	An ad hoc compilation, and review, is needed to obtain this information about the industries.	An ad hoc compilation, and review, is needed to obtain this language information in relation to the language of the parties, attorneys, arbitrators, main contract, seat, and applicable law.
Inst. 9	See Table 4.	Unavailable. Most cases are commercial arbitrations.	Unavailable.	Unavailable.

Institution	Q8: Quantitative data on the number of cases and awards in Spanish ³⁸	Q9: Splitting that data by separating commercial arbitration and investment arbitration ³⁹	Q10: Division of such data by separating (in commercial arbitration) industries or types of matters ⁴⁰	Q11: Relationship between the number of cases/awards in Spanish and the Q6 parameters ⁴¹
Inst. 10	There have been no cases in the Spanish language. Table 5 contains data on cases involving parts of Spanish-speaking or Portuguese-speaking countries.	Yes, the type of dispute is recorded in the cases.	Yes (see Table 5).	No.
Inst. 11	1. The total number of cases in 2023 was 100. 2. There was only one case, in 2010, entirely in Spanish. 3. 4. and 5. There have been no cases of these other categories.	No.	No.	No.
Inst. 12	There are no cases (in any of the categories consulted).	--	Eventually yes.	--
Inst. 13	Total number of cases: 2008: 176; 2009: 215; 2010: 197; 2011: 199; 2012: 177; 2013: 203; 2014: 183; 2015: 181; 2016: 199; 2017: 200; 2018: 152; 2019: 175; 2020: 213; 2021: 165; 2022: 143; 2023: 175 Inst. 13 has handled multiple cases in Spanish and with awards in Spanish. See Table 6.	No	No	No

TABLE 1: Evolution of cases in Spanish of Inst. 3⁴³

Year	Total registry cases	Commercial cases only in Spanish	ISDS cases only in Spanish	Total cases only in Spanish	Multilingual commercial cases	Multilingual ISDS cases	Total multilingual cases (including Spanish)	Total cases in Spanish
2007	11	1	0	1	0	1	1	2
2008	14	0	0	0	0	1	1	1
2009	23	1	0	1	0	3	3	4
2010	24	0	1	1	0	1	1	2
2011	19	0	1	1	0	1	1	2
2012	27	0	0	0	0	2	3 ⁴⁴	3
2013	35	0	1	1	1	2	5 ⁴⁵	6
2014	39	3	0	3	0	0	0	3
2015	42	0	3	3	0	1	1	4
2016	40	0	2	3 ⁴⁶	0	4	4	7
2017	41	1	1	2	1	1	2	4
2018	56	2	0	2	1	3	5 ⁴⁷	7
2019	49	0	3	3	1	7	8	11
2020	59	8	3	11	1	3	4	15
2021	40	4	2	6	0	1	1	7
2022	51	5	0	5	0	5	5	10
2023	82	2	1	3	0	5	5	8

43. This table includes data from 2007 onwards, as it was the first year that Inst. 3 processed a case in Spanish.

44. In 2012, Inst. 3 received an inter-State arbitration in which Spanish was one of the languages of the proceedings.

45. In 2013, Inst. 3 received two inter-State arbitrations in which Spanish was one of the languages of the proceedings.

46. In 2016, Inst. 3 administered a contract-based mediation that was conducted entirely in Spanish.

47. In 2018, Inst. 3 received an inter-State arbitration in which Spanish was one of the languages of the proceedings.

TABLE 2: Inst. 9 – Law applicable to the merits of the case

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total All National Laws	793	806	827	1011	969	897	905	897	831	676
Spain	26	20	22	31	20	32	30	19	28	14
Latin-America	75	91	96	116	106	94	86	106	108	94
Percentage of cases with applicable Spanish or Latin American law ⁴⁸	12,74%	13,77%	14,27%	14,54%	13%	14,05%	12,82%	13,94%	16,37%	15,98%

TABLE 3: Inst. 9 – Referees with knowledge of the Spanish language

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Arbitrators with an active language of Spanish ⁴⁹	143	132	167	157	161	163	146	166	160	167
Cases where at least one arbitrator with an active language of Spanish ⁵⁰	157	146	179	171	186	163	161	190	169	174

48. Percentages calculated by the Working Group.

49. Inst. 9 does not record data on the mother tongue or preferred language of the arbitrators. Inst. 9 collects data on the arbitrators' active level in a language, which would enable them to conduct an arbitration in that language.

50. This data refers to the total number of cases in which one or more arbitrators have an active level of Spanish language. Nevertheless, this data does not refer to the language of arbitration being Spanish.

TABLE 4: Inst. 9 – Number of cases in Spanish

		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
1. Total number of cases (i.e. requests for arbitration)		767	791	801	966	810	842	851	929	840	695
2. Language of the arbitration is Spanish		37	47	46	44	45	46	52	55	70	44
3. Multiple languages for the procedure, including Spanish		3	1	1	4	1	3	3	2	2	1
4. Number of awards	Total	471	459	498	479	512	599	586	564	630	576
	in Spanish	21	24	31	36	38	31	32	24	31	47
Percentage of awards in Spanish ⁵¹		4,46%	5,23%	6,22%	7,52%	7,42%	5,18%	5,46%	4,26%	4,92%	8,16%

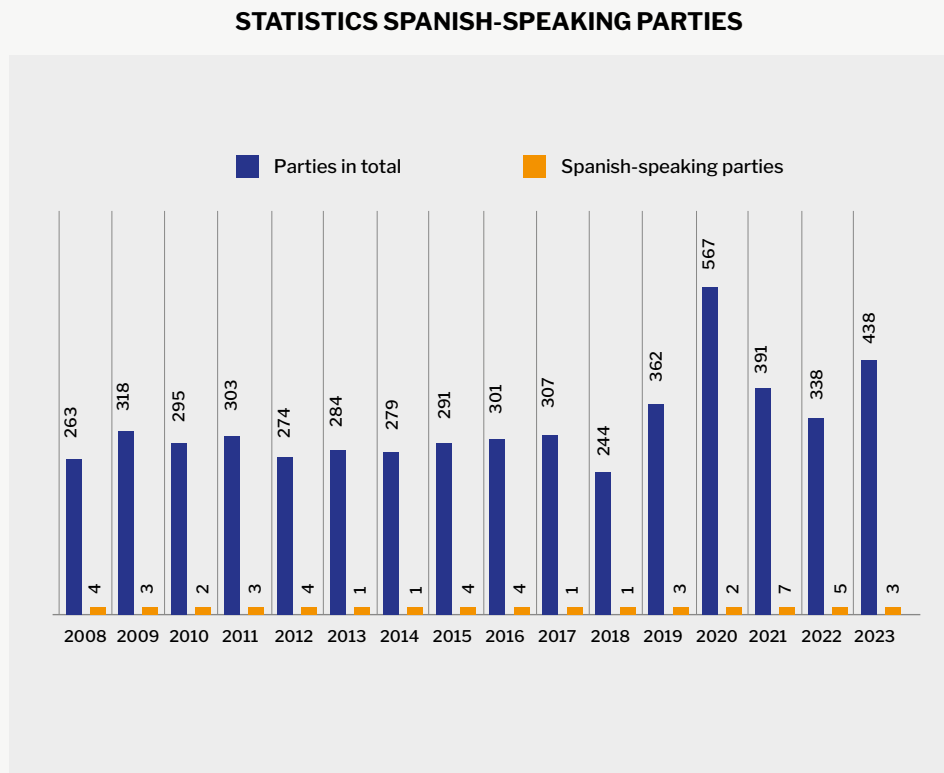
51. Percentages calculated by the Working Group.

TABLE 5: Inst. 10 – Data on cases with Spanish-speaking and Portuguese-speaking parts

Year	Total number of cases
2023	281
2022	344
2021	277
2020	318
2019	277
2018	226
2017	260
2016	262
2015	271
2014	252
2013	260
2012	293
2011	275
2010	291

Year	Number of cases involving Spanish speaking countries	Number of Spanish speaking countries Parties as Claimant	Number of Spanish speaking countries Parties as Respondent	Case Type	Governing Law
2024(as of 28 Jun)	4	3 (Panama)	1 (Brazil)	4 - Maritime	4 - English Law
2023	-	-	-	-	-
2022	6	4(2 -Brazil, 2 - Spain)	2 (1 - Belize, 1 - Colombia)	2 - Banking and financial services,1- Commercial, 2 -Cryptocurrency, 1 - Maritime	1 - English Law, 5 - Hong Kong Law
2021	2	-	2(1 - Panama, 1 - Uruguay)	1 - International trade, 1 - Maritime	1 - English Law, 1 - Hong Kong Law
2020	3	2(1 -Panama, 1- Spain)	1 (Costa Rica)	1 - Corporate; 1 - International trade, 1 - Maritime	1 - English Law, 2 - Hong Kong Law
2019	5	3(1 -Mexico, 2- Spain)	2 (1 - Guatemala, 1 - Panama)	3 - International Trade, 1 - Corporate, 1 - Insurance	5 - Hong Kong Law

TABLE 6: Inst. 13 – Data on cases with Spanish-speaking parts

**NUMBER OF SPANISH-SPEAKING PARTIES PER YEAR:**

2008:
 • Spain: 2
 • Bolivia: 1
 • Ecuador: 1
 • Total: 4 (total number of parties: 263)

2009:
 • Spain: 1
 • Panama: 1
 • Cuba: 1
 • Total: 3 (total number of parties: 318)

2010:
 • Spain: 1
 • Panama: 1
 • Total: 2 (total number of parties: 295)

2011:
 • Spain: 3
 • Total: 3 (total number of parties: 303)

2012:
 • Spain: 3
 • Panama: 1
 • Total: 4 (total number of parties: 274)

2013:
 • Spain: 1
 • Total: 1 (total number of parties: 284)

2014:
 • Spain: 1
 • Total: 1 (total number of parties: 279)

2015:
 • Spain: 4
 • Total: 4 (total number of parties: 291)

2016:
 • Spain: 3
 • Mexico: 1
 • Total: 4 (total number of parties: 301)

2017:
 • Chile: 1
 • Total: 1 (total number of parties: 307)

2018:
 • Spain: 1
 • Total: 1 (total number of parties: 244)

2019:
 • Chile: 1
 • Argentina: 1
 • Spain: 1
 • Total: 3 (total number of parties: 362)

2020:
 • Chile: 1
 • Dominican Republic: 1
 • Total: 2 (total number of parties: 567)

2021:
 • Spain: 5
 • Panama: 1
 • Chile: 1
 • Total: 7 (total number of parties: 391)

2022:
 • Spain: 3
 • Bolivia: 2
 • Total: 5 (total number of parties: 338)

2023:
 • Spain: 3
 • Total: 3 (total number of parties: 438)

6. CONSULTATIONS WITH INTERNATIONAL ARBITRAL INSTITUTIONS ON ACTIONS THAT COULD LEAD TO AN INCREASE IN CASES HANDLED IN SPANISH

The data collected in the previous section indicate that only some of the international arbitral institutions regularly handle cases in Spanish.

With the exception of the essentially Ibero-American institutions (including CIAM-CIAR), and Institutions 3, 4, 9 and 13, in the other arbitration centres consulted, the presence of the Spanish language is merely residual, if not non-existent.

However, several institutions have translated their Regulations into Spanish, showing an interest in attracting users whose primary language is Spanish, and some have members of their case management team who are capable of handling cases in Spanish.

Institution	Regulations in Spanish – Working languages
CAM-CCBC	It has published its Regulations in Spanish
ICC	It has published its Rules of Procedure in Spanish and manages matters in Spanish (it has several Spanish-speaking people on its case management team and a team dedicated to the administration of Latin American and Iberian Peninsula cases, except Mexico and Brazil)
ICSID	It has published its Regulations in Spanish and manages matters in Spanish.
DIAC	It does NOT have its Rules published in Spanish (but it does have a Spanish-speaking person in its case management team)
DIS	It does NOT have its Rules published in Spanish (but it does have a Spanish-speaking person in its case management team -and another one who is a Portuguese-speaker-)
HKIAC	It has published its Rules (Administered Arbitration Rules 2024) in Spanish.
ICDR-AAA	It has published its Regulations in Spanish and manages matters in Spanish (it has several Spanish-speaking people in its case management team)
LCIA	It has published its Regulations in Spanish and it has at least one Spanish-speaking person in its case management team

Institution	Regulations in Spanish – Working languages
PCA-CPA	It has published its Regulations in Spanish and manages matters in Spanish.
SAC	It does NOT have its Regulations published in Spanish (at the moment), but it has hired a Legal Counsel who speaks Spanish since November 2024.
SCC	It has published its Rules in Spanish (https://sccarbitrationinstitute.se/en/resource-library/scc-rules/) as well as the arbitration clauses in Spanish (https://sccarbitrationinstitute.se/en/dispute-resolution-clauses/spanish/), has Spanish-speaking staff and manages matters in Spanish.
SIAC	It does NOT have its Regulations published in Spanish ⁵² (but it does have several Spanish-speaking people based in its New York office)
TAS-CAS	It has published its Rules of Procedure in Spanish and manages matters in Spanish – “The working languages of the CAS are French, English and Spanish” (R29)

Some of the international arbitration institutions analysed do not currently have translations into Spanish or, as far as we know, do not have any teams who would be capable of managing cases in Spanish:

Institution	Working languages
BIAC	It has NOT published its Regulations in Spanish (its website offers English and Chinese versions)
CIETAC	It has NOT published its Regulations in Spanish.
VIAC	It has NOT published its Regulations in Spanish (its website offers translations into English, German, Albanian, Bosnian, Chinese, Croatian, Czech, Italian, Romanian, Russian, Serbian, Slovenian and Ukrainian)

However, it can be said that Spanish is present in the main institutions that administer international commercial arbitration in the world, as well as in those specialized in investment arbitration (such as ICSID). Many of these institutions, even those that do not yet handle cases in Spanish, already have Spanish translations of their regulations or Spanish-speaking personnel in their teams, showing an evident interest in the Spanish language as a vehicle to access Spanish-speaking geographical areas and users⁵³.

52. Its website offers translations of its Regulations into Portuguese and other languages (Arabic, Burmese, Chinese, Farsi, German, Indonesian -Bahasa-, Japanese, Korean, Russian, Thai, Turkish, Uzbek and Vietnamese).

53. It should be noted that having translations of the rules into various languages is also intended to facilitate the enforcement of awards in different countries, by allowing state courts to verify the use of due process in arbitration.

7. CONCLUSIONS AND PROPOSALS

1. The consultation process that CEIA and the Directorate General of Spanish in the World, through the Global Observatory of the Spanish Language, have undertaken between January 2024 and February 2025 has shown that:
 - a. International arbitral institutions have (with very limited exceptions) **a great interest** in developing their capacities in the field of the Spanish language as this implies getting closer to Ibero-American users and regions.
 - b. The development of this Project has shown that the statistical/quantitative analysis of the use of languages in international arbitration (and specifically of the Spanish language) is hindered by the **scarcity of data** collected in this regard.
 - i. In institutions that have quantitative data, correlation between such data and collateral issues such as the language of the parties or the contract, the applicable law, or the type of subject matter or industry is generally not possible. Therefore, it is not possible to identify trends or linkages between these aspects and the language used.
 - ii. In several institutions, data collection is not exhaustive, or they lack information on the Spanish language because they process few or no cases in that language.
 - c. Frequently, the institutions consulted have expressed their desire **to continue to be involved** in this Project and be informed of its progress. They have also sometimes expressed their intention to establish, in the future, **data collection processes that can generate** more complete information on the use of languages in their procedures.
2. Knowledge of the language of the proceedings is logically considered to be a relevant element for the purposes of the **selection of arbitrators**. Most arbitral institutions consulted have indicated that parties are theoretically free to choose an arbitrator who does not have sufficient knowledge of the language of the proceedings, but the institution will normally take that factor into account in order not to confirm the appointment, and will seek arbitrators who are knowledgeable in the language when the institution is responsible for their appointment.
3. The CEIA Working Group involved in this Project is aware of the **fundamental role played by the arbitration contract or agreement**, as it very often designates the language in which the arbitration procedure must be carried out. Where there is no express agreement in the arbitration agreement, or it is not reached by the parties in the context of the dispute itself, the arbitral institutions consulted generally refer to the decision on the language adopted by the arbitral tribunal, although they themselves (the institutions) decide on the language on a preliminary and provisional basis at the initial stages of the proceedings (subject to what the arbitral tribunal subsequently determines). and for this they usually take the language of the arbitration agreement as a reference.

4. In view of all this, the following proposals are made:

- a. Develop an **information campaign among the teams of lawyers** who frequently advise on transactions and contracts, in order to improve their knowledge and awareness of issues related to the language of the arbitration procedure. The CEIA Working Group involved in this Project has prepared some materials (a simple presentation) and will establish a calendar of meetings with the lawfirms based in the various Ibero-American countries. The objective is to increase the designation of Spanish as the language of the procedure in the arbitration clauses contained in the contracts.
- b. **Communicate the content of this Report to the international arbitral institutions** that have participated in the consultations, in order to obtain their comments prior to its publication (one of the objectives of which will be to refine or improve the questionnaires to be used in successive information collection processes).
- c. **Publish and present the Report.**
- d. Develop one or more **discussion groups** on the subject of the Report.
- e. In the **next phase of the Project**, (i) collect the reactions to the Report obtained from the public, and (ii) consult the institutions about the actions that could favor the advancement of Spanish as the language in which they conduct their arbitration proceedings. In such consultations, emphasis could be placed on (1) the purpose, consequences and objectives of translating their regulations into Spanish, (2) the shape of the teams that institutions would require in case that they would start to handle matters in Spanish, and (3) their ideas on how these needs could initially be met (e.g. subcontracting or temporary assignments from other institutions).
- f. After **a period of two (2) years has elapsed** since the publication of the Report, carry out a **new round of consultations with the** international arbitral institutions to compare the results obtained with those reflected in this Report.

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