



**MARITIME ARBITRATION ASSOCIATION  
OF THE UNITED STATES**

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***ARBITRATION RULES***

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***Revised February 2008***

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# MARITIME ARBITRATION ASSOCIATION OF THE UNITED STATES

## *ARBITRATION RULES*

### **RULE 1 Definitions**

The following definitions shall apply in these Arbitration Rules:

1. "Arbitral tribunal" is the decision-maker in the arbitration and may be comprised of one or more arbitrators.
2. "Arbitration" is an out-of-court dispute resolution proceeding conducted under these Rules.
3. "Arbitrator" is a member of the arbitral tribunal, whether party-appointed or otherwise.
4. "Award" is the decision of the arbitral tribunal in the arbitration.
5. "Claim" or "agreement to arbitrate an existing dispute" is a document filed with the MAA constituting a demand for arbitration and stating a claim to be arbitrated.
6. "Claimant" is an individual or other entity seeking damages or other relief in the arbitration, and may include the respondent and third parties to the extent of any claims in the nature of counterclaims and third party claims.
7. "MAA" is the Maritime Arbitration Association of the United States, also known as the Maritime Arbitration Association.
8. "Party" is the claimant, respondent, and each party to an agreement to arbitrate an existing dispute, and all are "parties."
9. "Respondent" is an individual or other entity against whom a claim is asserted, and may include the claimant and third parties to the extent any claims are asserted against them.
10. "Response" is a document filed with the MAA that responds to a claim.
11. "Rules" are these Arbitration Rules.
12. "Venue" is a place where an arbitration hearing is held.

### **RULE 2 Applicability of Rules**

These Rules apply where the parties have agreed to arbitration by the MAA or under its Rules. Unless otherwise expressly agreed in writing, the version of these Rules that was most recently published before the claim or agreement to arbitrate an existing dispute is filed with the MAA shall be deemed incorporated into such agreement and shall control the arbitration. The parties may agree to

vary the procedures set forth in these Rules, subject to approval by the arbitral tribunal. If any provision of these Rules or of any agreement of the parties respecting these Rules conflicts with applicable law, such law will govern to such extent, and the remaining provisions shall be unaffected. These Rules shall apply until the arbitration is concluded, except as otherwise provided in these Rules. The MAA and the arbitral tribunal shall have the power to rule on the content, effect and interpretation of these Rules, and any amendment thereof, or agreement pertaining thereto. If the parties have agreed to the MAA and another arbitral organization in the contract providing for arbitration, the arbitral organization where arbitration is first commenced shall administer all arbitral proceedings covered by the contract. The MAA may amend these Rules without notice as it deems appropriate. Unless the parties otherwise agree, all proceedings, orders and awards related to arbitrations to which these Rules apply shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

### **RULE 3 Administration of arbitration**

The MAA shall administer all arbitrations conducted under these Rules. The MAA may do so through such representatives as it selects. The MAA may appoint arbitrators as provided in these Rules and shall serve as liaison between the arbitral tribunal and the parties. At the request of any party or upon the MAA's own initiative, the MAA may conduct administrative conferences to address such issues as arbitrator selection, potential mediation of the dispute, exchange of information, a timetable for hearings and any other administrative matters. The MAA also shall administer any related alternative dispute resolution proceedings, such as mediation of the dispute.

### **RULE 4 Initiation under preexisting contract providing for arbitration**

(a) The claimant may initiate arbitration under a preexisting contract providing for arbitration by filing a claim with the MAA, and serving a copy on the other parties, in accordance with these Rules. The claim shall state the names, addresses and telephone numbers of the parties, the nature of the dispute, and the monetary award or other relief or remedy sought. The claim may include a request for a specific venue for any hearing in the arbitration. The claimant shall file with the MAA the original and one copy of the claim and of the contract containing the arbitration provision, and a proof of service showing the date and manner in which a copy of the claim was provided to the respondent. At the time of filing all fees required under these Rules shall be paid. The arbitration shall be deemed commenced when the MAA has received such claim, arbitration provisions, proof of service and fees. The MAA shall notify the parties when this has occurred.

(b) The respondent shall file any response to the claim with the MAA, and serve a copy on the other parties, within twenty (20) calendar days after the date on

which the MAA gives notice that the claim has been filed and the arbitration deemed commenced. The response need not be in any particular form but must state the names, addresses and telephone numbers of all persons to whom notices related to the arbitration should be sent. The response may state the general nature of any defenses to be asserted. The response may include a request for a specific venue for any hearing in the arbitration. Unless the response states otherwise the respondent shall be deemed to deny all claims and waive any and all objections to jurisdiction, arbitrability and venue.

(c) If a respondent desires to assert any claim of its own in the arbitration, whether in the nature of a counterclaim or third-party claim, such claim shall be filed with the MAA, and a copy shall be served on the other parties, at the same time the response is filed with the MAA. Any such claim of a respondent shall state the names, addresses and telephone numbers of the parties, the nature of the dispute, and the monetary award or other relief or remedy sought. The respondent shall file with the MAA the original and one copy of the response and of any claim of the respondent, and a proof of service showing the date and manner in which copies thereof were provided to the claimant and any other respondent. At the time of filing all fees required under these Rules shall be paid. The response shall be deemed filed, and any claim of the respondent shall be deemed commenced, when the MAA has received such response or claim, proof of service and fees.

(d) The MAA shall notify the parties that a response or claim of a respondent has been filed and the arbitration on such claim deemed commenced. Any party responding to a claim asserted by a respondent shall file its response with the MAA, and serve a copy on the other parties, within twenty (20) calendar days after the date on which the MAA gives notice it has been deemed filed.

(e) Any additional or amended claims shall state the names, addresses and telephone numbers of the parties, the nature of the dispute, and the monetary award or other relief or remedy sought. The original and one copy of any additional or amended claims shall be filed with the MAA, together with a proof of service confirming the date and manner in which copies were provided to the parties. At the time of filing all fees required under these Rules shall be paid. An additional or amended claim shall be deemed filed, and the arbitration thereof shall be deemed commenced, when the MAA has received such claim, arbitration provisions, proof of service and fees. The MAA shall notify the parties that an additional or amended claim has been filed. Any party responding to an additional or amended claim shall file its response within twenty (20) calendar days after the date on which the MAA sends notice that such claim has been deemed filed.

(f) If no response to an original or amended claim is timely filed under these Rules, the party against whom such claim has been asserted shall be deemed to have waived any objections to jurisdiction, arbitrability and venue, and to have

denied the allegations asserted against it. The failure to file a response shall not operate to delay the arbitration. If the respondent does not appear the claimant may seek to prove the claim in a default proceeding. No claim or defense may be asserted which will have the effect of depriving the arbitral tribunal of jurisdiction. After the arbitral tribunal is appointed, no party may file any additional or amended claims without the arbitral tribunal's consent.

## **RULE 5 Initiation under agreement to arbitrate existing dispute**

(a) The parties may initiate arbitration under an agreement to arbitrate an existing dispute by filing the agreement with the MAA in accordance with these Rules. The agreement to arbitrate shall describe the dispute the parties have agreed to submit to arbitration and shall be signed by parties. The agreement to arbitrate shall state the names, addresses and telephone numbers of the parties and the monetary award or other relief or remedy sought. At the time of filing all fees required under these Rules shall be paid. The agreement may include a request for a specific venue for any hearing in the arbitration.

(b) The agreement to arbitrate shall be deemed filed and the arbitration commenced when the MAA has received the stipulation and required fees. The MAA shall notify the parties that an agreement to arbitrate an existing dispute has been filed and the arbitration on such claim deemed commenced. Thereafter no party may withdraw from the arbitration without the consent of the parties, the arbitral tribunal or the MAA.

(c) Unless the parties state otherwise in the agreement to arbitrate, all claims shall be deemed to be denied by the party against whom they are asserted and any objections to jurisdiction and arbitrability and venue shall be deemed waived.

(d) The parties may file additional claims in accordance with these Rules.

## **RULE 6 Venue**

The parties may agree to a venue where any arbitration hearing is to be held. If any party requests that a hearing be held in a specific venue, and the other party files no objection thereto within twenty (20) calendar days after notice of such request has been sent by the MAA, the venue shall be the one requested, subject to approval by the arbitral tribunal. If a party objects to the venue requested by the other party, or if no specific venue is requested, the MAA shall have the discretion to determine the venue and its decision shall be final and binding. In exercising its discretion the MAA may take into consideration those factors it deems relevant, including the places relevant to the incident or agreement giving rise to the claim, the convenience, location and resources of

the parties and their representatives, and the location of witnesses, documents and other evidence.

## **RULE 7 Appointment of arbitrators**

(a) If the contract providing for arbitration or the agreement to arbitrate an existing dispute names an arbitrator or specifies a method of appointment, that designation or method shall be followed, subject to these Rules.

(b) If the contract providing for arbitration or the agreement to arbitrate an existing dispute provides for a period of time within which the parties are required to appoint arbitrator(s), and a party fails to make an appointment within the time allowed, the MAA may make the appointment. If no period of time is provided in the contract or agreement to arbitrate, the MAA may upon notice require the appointment to be made. If within twenty (20) calendar days after such notice has been sent an arbitrator has not been appointed the MAA may make the appointment.

(c) If the contract providing for arbitration or the agreement to arbitrate an existing dispute does not specify the number of arbitrators, the dispute shall be heard and determined by a single arbitrator who shall constitute the arbitral tribunal, unless the MAA in its discretion decides that three arbitrators shall be appointed. The parties may request a three-arbitrator tribunal in their claim or response and the MAA will consider this request. In exercising its discretion, the MAA may take into consideration the complexity of the dispute, the amount of the claim, the resources of the parties and such other facts as it deems appropriate. In arbitrations where three neutral arbitrators have been appointed, the MAA may choose one of them to serve as chair of the arbitral tribunal.

(d) If the contract providing for arbitration or the agreement to arbitrate an existing dispute does not identify an arbitrator or provide a method for appointment, the MAA shall send each party who has appeared an identical list of names from its list of arbitrators. Each party shall have ten (10) calendar days from the date on which the list is sent to notify the MAA the parties have reached agreement on the arbitrator(s) who will constitute the arbitral tribunal, or to strike names objected to, number the remaining names in order of preference and return the list to the MAA. If a party does not do so within such time, all persons named in the list shall be deemed acceptable to such party. From among the persons who have been deemed acceptable on both lists, and in accordance with the designated order of mutual preference, the MAA shall invite an arbitrator to accept appointment. If for any reason the arbitrator does not accept the appointment, the MAA shall have the right to appoint another arbitrator. If this process does not yield the arbitral tribunal the MAA may select any necessary arbitrator(s).



(e) If the arbitration involves three or more parties, the MAA shall appoint the arbitral tribunal unless the Parties agree to the arbitrator(s) who will constitute the arbitral tribunal and notify the MAA of their agreement no later than twenty (20) calendar days after the filing of the claim or agreement to arbitrate.

(f) If the contract providing for arbitration or the agreement to arbitrate an existing dispute provides for arbitrators to be appointed by parties ("party arbitrators"), the appointing party shall file with the MAA and provide to the other parties a notice of appointment stating the name, address and telephone number of its party arbitrator. The MAA shall send to each party arbitrator an identical list of names of individuals chosen by the MAA from its list of arbitrators, and the party arbitrators shall appoint the third arbitrator either by agreement or by striking names as stated above. From among the persons who have been deemed acceptable on both lists, and in accordance with the designated order of mutual preference, the MAA shall invite an arbitrator to accept appointment. If for any reason the arbitrator does not accept the appointment, the MAA shall have the right to appoint another arbitrator. The third arbitrator shall serve as chair of the arbitral tribunal. The MAA shall upon request assist in identifying arbitrators available for appointment as party- arbitrators.

(g) All arbitrators must be approved by the MAA. Arbitrators must comply with the experience, training, educational, and other requirements established by the MAA from time to time for appointment and retention.

(h) No appointment of an arbitrator, whether party-appointed or otherwise, shall be effective until the MAA has sent the arbitrator a notice confirming such appointment. By accepting appointment to an arbitral tribunal, an arbitrator shall be deemed to have agreed to follow these Rules. Notwithstanding anything in these Rules to the contrary, the MAA shall have the right to remove or replace any arbitrator at any time, to decline to administer any arbitration, or to withdraw upon notice from administering any arbitration it has accepted, for any reason or for no reason.

## **RULE 8 Disclosure and challenge**

(a) Before accepting appointment, an individual who is requested to serve as an arbitrator shall disclose to the MAA, after making a reasonable inquiry, all circumstances that a reasonable person would consider likely to affect the impartiality of the arbitrator in the arbitration proceeding, including a financial or personal interest in the outcome of the arbitration proceeding, a past, present or anticipated future relationship with any of the parties to the arbitration, or their counsel, representatives, or any other arbitrator in the proceeding, and any further disclosures that may be required under applicable law. Such disclosures shall be made within ten (10) calendar days after the individual receives notice of appointment. The MAA may communicate to the parties any such information it

receives, as appropriate and legally required. Arbitrators shall have a continuing obligation to make such disclosures until the final award has been issued, or until otherwise excused under law.

(b) The parties shall immediately disclose to each other and to the MAA any and all conflicts of interest or material circumstances known, or which should have been known, to such party which a reasonable person would consider likely to affect the impartiality of the arbitrator in the arbitration proceeding. A party who fails to immediately disclose such information waives any claim to assert that the arbitrator had a conflict of interest, or was unfair, biased or prejudiced.

(c) Upon objection of a party to the continued service of an arbitrator, the MAA shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

## **RULE 9 General powers of arbitral tribunal**

(a) Unless the parties otherwise agree, the arbitral tribunal shall have the power to decide all issues arising out of or related to any claim or response, or agreement to arbitrate an existing dispute. This includes not only the merits of the dispute but any issues with respect to the jurisdiction of the arbitral tribunal and the existence, scope or validity of the underlying arbitration agreement. The arbitral tribunal shall treat any arbitration clause as an agreement independent of any other terms of the contract. A decision that a contract is null and void shall not necessarily invalidate an arbitration clause.

(b) A party must object in writing to the jurisdiction of the arbitral tribunal or to the arbitrability of a dispute no later than the filing of the response thereto, or any such objection shall be deemed waived. The arbitral tribunal may rule on such objections as preliminary matters or as part of the award.

(c) The MAA and the arbitral tribunal shall have the power to join two or more arbitration proceedings arising out of the same transaction or occurrence, or series of transactions or occurrences, and to consolidate them before a single arbitral tribunal.

(d) No party or party representative shall communicate unilaterally concerning the arbitration with any arbitrator.

## **RULE 10 Vacancies**

(a) If an arbitrator is for any reason unable or unwilling to perform the duties of the office, the MAA may, on proof satisfactory to it, declare the office vacant. Vacancies may be filled in accordance with these Rules.

(b) In the event of a vacancy in an arbitral tribunal comprised of two or more neutral arbitrators after a hearing has commenced, the remaining neutral arbitrator or arbitrators may continue with the hearing and determination of the controversy.

(c) If a substitute arbitrator is appointed, the arbitral tribunal shall determine in its sole discretion whether to repeat all or part of any prior hearings.

### **RULE 11 Party representatives**

(a) A party intending to be represented by another person for purposes of the arbitration shall notify the other parties and the MAA of the name, address and telephone number of the representative at least three (3) calendar days prior any conference or hearing at which that person is first to appear. For good cause shown the arbitral tribunal may excuse this requirement.

(b) When such a representative files a claim, response or other document with the MAA on behalf of a party, such notice is deemed to have been given to the other party, the arbitral tribunal and the MAA. After the appearance of a representative of a party, the MAA and arbitral tribunal may discharge any obligations of giving notice to such party by giving notice to the representative.

(c) Unless otherwise agreed between the parties or required by law, the representative of a party need not be an attorney at law. The MAA and the arbitral tribunal recommend that each party consult with a qualified attorney as to the advisability of legal representation in the arbitration.

### **RULE 12 Preliminary conferences**

(a) At the request of any party or at the discretion of the arbitral tribunal or the MAA, the MAA or the arbitral tribunal may schedule one or more preliminary conferences with the parties and/or their representatives. The preliminary conference may be conducted by telephone.

(b) During a preliminary conference, the parties and the MAA or the arbitral tribunal may discuss the future conduct of the arbitration, including clarification of the issues in the claim or response, the identification of any necessary discovery, the establishment of a schedule for arbitration hearing and any other preliminary matters.

(c) The MAA may require the parties to estimate the time anticipated for the arbitral hearing in order to arrange schedules and estimate the costs of

arbitration. The MAA will consider this in determining the schedule and requirements for the deposit of costs.

### **RULE 13 Disclosures and discovery**

(a) The parties shall in good faith voluntarily, promptly and informally exchange all non-privileged documents and information relevant to the dispute, provide the other party with the names of all individuals having knowledge relevant to the dispute, and provide the names of all experts who may be called upon to testify or whose report may be introduced at the hearing.

(b) The arbitral tribunal may permit such discovery as it deems appropriate in the circumstances, balancing the needs of the parties and other affected persons, and the desirability of making the proceeding fair, prompt and cost-effective. The arbitral tribunal may exercise its discretion to require the production of additional documents or information if it finds that a party has a reasonable need for such discovery, and that the request is not unduly burdensome on the opposing party. The arbitral tribunal or person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

(c) The arbitral tribunal shall determine the number of depositions, if any, and the conditions under which the depositions are taken. The arbitral tribunal generally will allow one deposition of an opposing party, or of one person under the control of an opposing party. The arbitral tribunal may permit a deposition of any witness who cannot be subpoenaed for or is unable to attend a hearing. The necessity for depositions shall be determined by the arbitral tribunal by balancing the need for the deposition against the burden on the opposing party and the witness.

(d) The parties shall attempt to resolve discovery disputes among themselves before bringing them to the arbitral tribunal. The parties shall promptly comply with directives of the arbitral tribunal concerning discovery. The arbitral tribunal may take action against a noncomplying party to the extent a court could if the dispute were the subject of a civil action. The arbitral tribunal may conduct a conference to determine whether any additional documents or information should be exchanged, or appoint a special master to assist in resolving any significant discovery matters. The costs of any special master may be allocated to the parties in such manner as the arbitral tribunal determines is fair and reasonable.

(e) At least fifteen (15) calendar days prior to the first arbitration hearing, each party shall provide to the other party and the MAA a copy of all exhibits such party intends to offer and a final list of all witnesses and experts such party intends to call. The arbitral tribunal may exclude exhibits and testimony from witnesses and experts not so disclosed, or may excuse this requirement for good cause shown.

(f) Unless otherwise agreed between the parties or provided by law, the arbitral tribunal shall endeavor to maintain the privacy of the arbitration, except as required for the arbitration.

#### **RULE 14 Date, time and place of hearing**

The parties and their representatives should decide as soon as possible in the proceeding if an arbitration hearing is necessary, or if the matter can be decided on the basis of documents and briefs presented to the arbitral tribunal. Unless the parties notify the MAA that no arbitration hearing is necessary, the arbitral tribunal shall set the date, time and place for each arbitration hearing, subject to these Rules. The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date and adhere to the established hearing schedule. The MAA shall send a notice of hearing to the parties at least twenty (20) calendar days in advance of the hearing date, unless otherwise agreed by the parties. If the arbitral tribunal determines that exigent circumstances exist, it may order that the hearing be held on an expedited basis. If the parties fail to appear at an arbitration hearing, or the hearing is cancelled or rescheduled on less than ten (10) days notice prior to the scheduled hearing date, the parties or party causing the cancellation or rescheduling may be assessed a fee in an amount up to the anticipated cost of the hearing. Requests to reschedule a hearing also may result in the assessment of a rescheduling fee by the MAA. The arbitral tribunal shall have discretion to include such costs in any award.

#### **RULE 15 Attendance at hearing**

Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitral tribunal shall have discretion to exclude any witness, other than a party or party representative, during the hearing.

#### **RULE 16 Oaths or affirmations**

If required by law, the members of the arbitral tribunal shall take an oath or affirmation of office, and shall require witnesses to testify under oath or affirmation. The arbitral tribunal may require such oaths or affirmations to be made or given even if not legally mandatory.

#### **RULE 17 Transcripts and interpreters**

(a) Any party desiring a written transcript of an arbitration hearing shall make arrangements directly with a stenographer and shall notify the other parties of

those arrangements at least three (3) calendar days in advance of the hearing. No written transcript may be made unless all parties have the right to obtain a copy of the transcript on terms no less favorable than the arranging party. Upon request, the party arranging for the stenographer shall promptly cause the stenographer to provide a copy of the transcript to the arbitral tribunal without charge to the arbitral tribunal or the MAA. The arbitral tribunal shall have discretion to include the cost of transcripts in any award. The arbitral tribunal may have the hearing transcribed or recorded with no obligation to provide a copy to the parties.

(b) Any party requiring an interpreter or translator for any purpose shall make all arrangements directly with the interpreter or translator and shall advance the costs of the service, unless the arbitral tribunal determines otherwise. The arbitral tribunal shall have discretion to include the costs of interpreters in any award. Any party not making arrangements for an interpreter or translator may be presumed not to require such services.

### **RULE 18 Postponements**

The arbitral tribunal may postpone any hearing upon mutual agreement of the parties, upon request of a party for good cause shown, or upon the arbitral tribunal's own initiative.

### **RULE 19 Absences**

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or party representative who, after due notice, fails to be present or fails to obtain a postponement. The arbitral tribunal shall require the party who is present to submit such evidence as the arbitral tribunal may require for the making of an award.

### **RULE 20 Conduct of arbitration**

(a) The arbitral tribunal shall have discretion to conduct the arbitration in a manner intended to expedite resolution of the dispute. The arbitral tribunal may require a party to provide, within such of time as the arbitral tribunal may determine, a summary of the documents and other evidence that such party intends to present in support of its case. The arbitral tribunal may direct the order of proof, bifurcate the hearing, allocate the time for witness testimony and argument, and direct the parties to focus their presentations on certain issues. The arbitral tribunal may direct that the hearing be recorded, transcribed or translated at the expense of the parties or otherwise.

(b) Each party shall bear the burden of proving its claim or response claim. The parties may offer such evidence as is relevant and material to the dispute and as the arbitral tribunal may deem necessary to an understanding and determination of the dispute. Witnesses for each party shall submit to questions from the arbitral tribunal and the adverse party.

(c) All evidence shall be received in the presence of the arbitral tribunal and all parties, except where any of the parties is absent, in default, or has waived the right to be present. The arbitral tribunal has discretion to receive and consider evidence by written statement, declaration, affidavit, audio recording, telephone, videoconference, video recording, or otherwise.

(d) Conformity to legal rules of evidence shall not be required. The arbitral tribunal shall determine the admissibility, relevance and materiality of the evidence offered and may exclude evidence deemed by the arbitral tribunal to be cumulative or irrelevant. The arbitral tribunal need not exclude objectionable evidence, but may give it only such weight as the arbitral tribunal deems it is entitled to after consideration of any objection. The arbitral tribunal shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client, trade secrets, employment and financial information, and may issue such confidentiality orders as it deems appropriate.

(e) If the parties agree or the arbitral tribunal directs that documents or other evidence be submitted to the arbitral tribunal after the hearing, such documents or other evidence shall be filed with the MAA for transmission to the arbitral tribunal as agreed or directed. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

(f) An arbitral tribunal finding it necessary to make an inspection or investigation in connection with the arbitration shall set the date and time for the inspection. The MAA shall notify the parties thereof. Any party may be present at such an inspection or investigation.

(g) If the parties agree, the arbitration hearing may be on documents alone, without oral testimony or argument. The arbitral tribunal may require that any written testimony be sworn under penalty of perjury, and may direct the parties to submit such documents and briefs as may be needed to issue the award.

## **RULE 21 Provisional remedies**

(a) The arbitral tribunal may grant whatever interim or provisional relief or remedies it deems necessary or appropriate, including injunctive or declaratory relief and measures for the protection or conservation of property. Such measures may include orders (1) to maintain the status quo, (2) to refrain from

selling, assigning, transferring or removing property, or (3) to sell or otherwise dispose of perishable or depreciating property, or property whose value is disproportionate to the costs of preservation or safeguarding.

(b) Such measures may take the form of an interim or interlocutory order, or a recommendation to a judicial or other authority. The arbitral tribunal may require an advance deposit as security for the costs of such measures.

(c) A request for interim or interlocutory measures addressed by a party to a judicial authority shall not be deemed a breach of the agreement to arbitrate or a waiver of the right to arbitrate. The arbitral tribunal may issue an order or decision upon which interim judicial relief may be granted or based.

## **RULE 22 Closing of hearing**

(a) The arbitral tribunal may inquire at the end of the arbitration hearing whether the parties have any further evidence to offer or witnesses to be heard. If satisfied that the record is complete, the arbitral tribunal shall declare the hearing closed.

(b) The time limit within which the arbitral tribunal is required to make the award shall commence, in the absence of agreement by the parties, upon the closing of the hearing. If post-hearing briefs or documents are to be filed, the hearing shall be declared closed as of the date set by the arbitral tribunal for the receipt of such documents or briefs.

(c) The arbitral tribunal may reopen the hearing at any time before the award is made unless this would prevent the making of the award within the time otherwise agreed by the parties.

(d) The MAA or the arbitral tribunal may dispose of materials provided by the parties in connection with the arbitration immediately after the hearing closes, unless a party notifies them in advance and in writing that it requests those materials to be returned. The requesting party shall reimburse the MAA for any related costs.”

## **RULE 23 Waivers of objections**

If a party proceeds with the arbitration with knowledge that any provision or requirement of these Rules has not been followed and fails to object promptly in writing to such noncompliance, such party shall be deemed to have waived the right to object.



## **RULE 24 Extensions of time**

The parties may agree to modify any period of time specified in these Rules and shall notify the MAA and the arbitral tribunal immediately of any such modification. The MAA or the arbitral tribunal may for good cause extend any period of time established by these Rules, except the time for making the award. The MAA shall notify the parties of any such extension.

## **RULE 25 Service and notice**

(a) Whenever any notice or document is required to be communicated to, filed with, or served upon a party, the MAA, or the arbitral tribunal, under these Rules or applicable law, the communication will be deemed to have been made, and filing or service accomplished, when it is personally delivered, or when it is deposited in the United States mail, first class postage prepaid, addressed to the MAA, the arbitral tribunal or the last known address of the party or party representative, as the case may be, or, if agreed, when it is faxed or emailed. Whenever a party must or may act within a prescribed period after service, and service is made by mail in accordance with this Rule, three (3) additional days shall be allowed to take such action after the period would otherwise expire.

(b) True copies of all documents provided by any party to the MAA or to the arbitral tribunal shall simultaneously be provided to all other parties to the arbitration.

## **RULE 26 Arbitral decisions**

All decisions of the arbitral tribunal in the arbitration, including any interim rulings and the award, shall be made subject to these Rules. A sole arbitrator constituting the arbitral tribunal shall make arbitral decisions individually. If the arbitral tribunal is comprised of more than one arbitrator, a majority of the arbitrators shall make arbitral decisions. If there is a lack of uniformity or majority among the arbitrators with respect to any arbitral decision to be made, the chair of the arbitral tribunal shall make the decision. If there is a deadlock or other inability to decide that is not otherwise resolved by these Rules, the MAA may designate such representatives as it deems appropriate, and they shall make the arbitral decision.

## **RULE 27 Time of award**

(a) The arbitral tribunal shall make the award no later than thirty (30) calendar days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the MAA's transmittal of evidence to the arbitral tribunal, unless

otherwise agreed by the Parties or specified by law. If the parties have agreed that the award shall state reasons the time for making the award shall be extended to a reasonable time.

(b) In the event the arbitral tribunal reopens the hearing under Rule 22(c), the award shall be made no later than thirty (30) calendar days from the closing of the reopened hearing.

(c) Notwithstanding the foregoing, the arbitral tribunal may withhold delivery of the award unless and until all fees and costs of the arbitration have been paid in full and may enter default against any party that does not pay required fees and costs.

## **RULE 28 Content of award**

(a) The award shall be in writing and signed by a majority of the arbitrators comprising the arbitral tribunal.

(b) The arbitral tribunal needs not state reasons for the award unless the parties agree to the same in writing prior to appointment of the arbitral tribunal, or required by law.

(c) The award may include any remedy or relief that the arbitral tribunal deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, a monetary award, specific performance of a contract, injunctive or declaratory relief, and orders to sell, transfer or otherwise dispose of property. An arbitral tribunal may award punitive damages or other exemplary relief if such an award is authorized by law in a civil action involving the same claim, and the evidence produced at the hearing justifies the award under the legal standards applicable in court to such claim.

(d) In addition to a final award, the arbitral tribunal may make other decisions, including interim, interlocutory, summary or partial rulings, orders and awards. An arbitral tribunal may permit any party to move for summary disposition of claims, issues or defenses where the undisputed evidence may be dispositive of further arbitral proceedings related thereto. In any interim, interlocutory, summary or partial award, the arbitral tribunal may assess and apportion the fees, expenses and compensation related to such award as the arbitral tribunal determines is fair and equitable.

(e) In the final award, the arbitral tribunal shall assess the fees, expenses and compensation provided under these Rules for the arbitration. The arbitral tribunal may apportion such fees, expenses and compensation among the parties in such amounts as the arbitral tribunal determines is fair and equitable. Such fees, expenses and compensation must be paid as provided in the award.

(f) The award of the arbitral tribunal may include pre-award interest at such rate and from such date as the arbitral tribunal deems appropriate, and an award of reasonable attorneys' fees and expenses, if all parties have requested such an award or it is authorized by law or their arbitration agreement.

(g) If the parties settle their dispute before the arbitral tribunal makes its decision, the arbitral tribunal may, upon request of the parties, set forth the settlement in the form of a stipulated award.

#### **RULE 29 Delivery of award**

The award shall be delivered to the parties by placing a true copy thereof in the mail addressed to the parties or their representatives at their last known addresses, by personal or electronic service of the award, or by any other means permitted by law.

#### **RULE 30 Modification of award**

Within fifteen (15) calendar days after service of an award, any party, upon notice to the other parties, may request that the arbitral tribunal, through the MAA, correct any clerical, typographical, or computational error in the award. The other parties shall have fifteen (15) calendar days after such request is made to respond. The arbitral tribunal shall have thirty (30) calendar days after the MAA transmits to the arbitral tribunal the request and any response thereto to dispose of the request. The arbitral tribunal is not empowered to redetermine the merits of any claim already decided.

#### **RULE 31 Court proceedings**

Final judgment upon the arbitration award may be entered in any federal, state, foreign or other court having jurisdiction. The MAA shall, upon the written request of a party, furnish to the party at the party's expense certified copies of any non-privileged papers in the MAA's possession that may be required in judicial proceedings relating to the arbitration. Participation in a judicial proceeding brought by or involving any party relating to the subject matter of the arbitration shall not be deemed a waiver of the party's right to arbitrate.

#### **RULE 32 Sanctions**

The arbitral tribunal may order appropriate monetary or nonmonetary sanctions for failure of a party to comply with any obligation under these Rules. Such sanctions may include an assessment of costs or attorneys' fees, the exclusion

of certain evidence, or the adverse determination of an issue or issues in the arbitration.

### **RULE 33 Exclusions and limitations**

No party shall call any arbitrator, the case manager, MAA, or any of its or their directors, officers, employees, agents, representatives or attorneys (collectively and individually, the "MAA parties") as a witness or expert in any proceeding arising from or relating to any dispute which is or has been the subject of an MAA arbitration, or relating to any thoughts or impressions any of the MAA parties may have about the parties in the arbitration, neither shall any party subpoena any notes, documents or other materials prepared by any of the MAA parties in the course of or in connection with the arbitration, nor shall any party offer in evidence any statements, views or opinions of any of the MAA parties. The MAA parties shall have the maximum immunity available under law, no less than judges and court employees have under federal, state and common law from liability for any act or omission in connection with the arbitration, and from compulsory process to testify or produce documents in connection with the arbitration. The parties acknowledge and agree that none of the MAA parties will be placed in an attorney/client relationship with any party, attorney or witness by virtue of the arbitration, that any law firm with which any MAA party may be affiliated is not involved in the arbitration, and that any such law firm shall not be precluded from undertaking representations in other matters adverse to or in support of any of the parties, or adverse to or in support of any of the attorneys for the parties, even while the arbitration is in progress, except for the particular dispute being arbitrated. These Rules shall not create a basis for challenging an arbitral award, or a basis for a civil cause of action against any of the MAA parties. None of the MAA parties shall be liable for any act or omission in connection with arbitration. Each party shall defend, indemnify and hold harmless the MAA parties from and against any and all claims and liabilities arising from or related to any act or omission in the performance of any obligation in any arbitration in which it was or is a party, including all expenses, costs and attorney's fees incurred by the MAA Parties in relation thereto.

### **RULE 34 Costs of arbitration**

(a) As a nonprofit organization, the MAA shall prescribe fees for the cost of administrative services. The fees that are published or in effect at the time they are incurred shall be applicable. Fees shall be advanced by the party making a claim or response, as the case may be, subject to disposition in the award. A party may obtain from the MAA information about current fees upon request. The MAA may, in the case of arbitrations brought by consumers, the financial hardship of any party, or in the interest of justice, defer, reduce or waive fees in its sole discretion.

(b) Arbitrators shall be compensated in accordance with their stated rates of compensation. Arrangements to pay the compensation and expenses of neutral arbitrators shall be made through the MAA, not directly between a party and the arbitrator. Arbitrators are independent contractors and not agents or employees of the MAA. The MAA may retain a portion of the neutral arbitrator's fees for its services. Arrangements to pay the compensation and expenses of party arbitrators shall be made on a case-by-case basis, either directly between the party and the arbitrator, or through the MAA, at the discretion of the MAA. Under no circumstances shall the MAA be liable to any arbitrator for the payment of compensation or expenses, although it shall transmit received funds as agreed.

(c) The parties shall be jointly and severally liable for the costs and fees of arbitration, unless otherwise required by law. The parties shall bear equally all costs of the arbitration, including all fees, neutral arbitrator compensation, travel, catering, hearing room rental and any other costs, unless they agree otherwise, or unless the arbitral tribunal assesses costs, fees or expenses or any part thereof differently in the award, or unless otherwise required by law.

(d) The MAA may require one or more parties to deposit in advance of any arbitration, or the issuance of any award, the amount it deems necessary to cover costs and fees of the arbitration. If such deposit is not timely made, the MAA may order the suspension or termination of the arbitration, may render an award against any defaulting party, and may retain a lien on any award for all unpaid costs, fees and expenses. The MAA may assess additional fees and costs for late payments and for expenses, including costs and attorney's fees incurred in collecting payment.

(e) Costs and fees are due when invoiced, and may be charged on an interim basis, particularly in the case of adjournment before completion of the arbitration, or interim awards. At the conclusion of the arbitration, the MAA shall render an accounting to the parties and distribute any unexpended funds remaining on deposit, as appropriate. Any unpaid balances due from the parties shall be paid immediately.

### **RULE 35 Model arbitration provisions**

(a) If the parties wish to attempt to settle their dispute by mediation before arbitration, the following provision may be inserted in contracts:

"Any dispute, claim or controversy arising out of or related to this contract, or the breach, interpretation or validity thereof, shall be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation administered by the Maritime Arbitration Association of the United States in accordance with its

Rules. If the parties are unsuccessful in settling the dispute through mediation, the parties agree to binding arbitration administered by the Maritime Arbitration Association of the United States in accordance with its Rules, and final judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The parties understand they are waiving any right to a jury trial.”

(b) If the parties wish to arbitrate their dispute, the following provision may be inserted in contracts:

“Any dispute, claim or controversy arising out of or related to this contract, or the breach, interpretation or validity thereof, shall be submitted to and decided by binding arbitration administered by the Maritime Arbitration Association of the United States in accordance with its Rules, and final judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The parties understand they are waiving any right to a jury trial.”

(c) The provision may also specify the place of mediation or arbitration, the law to be applied to issues in dispute, the number of mediators or arbitrators, and the language to be used, among other things.