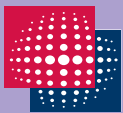


International Institute for  
Conflict Prevention & Resolution

CPR PROCEDURES & CLAUSES  
Global Rules for  
Accelerated  
**Commercial  
Arbitration**

Effective August 20, 2009



**CPR**

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Kathleen A. Bryan, President & CEO

## ABOUT CPR

The International Institute for Conflict Prevention & Resolution (CPR) is a nonprofit “think tank” organization that promotes excellence and innovation in commercial dispute resolution, serving as a primary multinational resource for the avoidance, management, and resolution of business-related disputes.

**CPR Members** – Our membership comprises General Counsel and senior lawyers of Fortune 1000 organizations, as well as partners in top law firms from around the world. It is a committed and active membership, diligently participating in CPR activities and serving on industry-specific committees.

**CPR’s Panels of Distinguished Neutrals** – CPR’s Panels consist of the highest-quality arbitrators and mediators, with specialization in more than 20 practice areas and industries. As part of CPR’s nomination process, we check not only the suitability, but the availability of all neutrals nominated, as well as disclose any conflicts of interest up front.

**CPR Pledge Signers** – More than 4,000 operating companies have committed to the Corporate Policy Statement on Alternatives to Litigation®. Moreover, better than 1,500 law firms have signed the CPR Law Firm Policy Statement on Alternatives to Litigation®, including 400 of the nation’s 500 largest firms. This “Pledge” has been invaluable in bringing disputing parties to the negotiating table.

**CPR’s Commitment** – As we celebrate more than 30 years of achievement, we continue to dedicate the organization to providing effective, innovative ways of preventing and resolving disputes affecting business enterprises. We do so through leadership and advocacy, and by providing comprehensive resources, such as education, training, consultation, neutrals, as well as a networking and collaboration platform for businesses, the judiciary, government, and other institutions.

CPR PROCEDURES & CLAUSES

# Global Rules for Accelerated Commercial Arbitration

Effective August 20, 2009

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## I. INTRODUCTION TO THE ACCELERATED RULES FOR COMMERCIAL ARBITRATION

The Global Rules for Accelerated Commercial Arbitration (the “Accelerated Rules”) establish a procedure for resolving commercial disputes in an expeditious manner. The Accelerated Rules have been developed by the International Institute for Conflict Prevention & Resolution (the “CPR Institute”), a thought leader in alternative dispute resolution, and address the problems that have been encountered when using truncated provisions for expedited arbitration. These rules can be used in administered or non-administered arbitrations. In order that speed be built into all aspects of the arbitral process, prospective arbitrators and counsel need to know before selection that this will be an expedited process so that they can be selected with the issue of schedule firmly in mind. *The flexibility of the Accelerated Rules permits the Arbitral Tribunal to set the proceeding on its own track to resolve a dispute as quickly as the parties desire but not longer than six months except as permitted by the agreement of the parties or by the Accelerated Rules.* The Accelerated Rules are global in that they can be applied to any subject matter and can function in different jurisdictions and legal cultures around the globe to produce a fair, economical and speedy resolution. The Accelerated Rules consist of the actual Rules and the Appendix containing forms and protocols. Appendix A contains sample provisions to incorporate the Accelerated Rules into contracts or to submit existing disputes to arbitration under the Accelerated Rules.

## II. ACCELERATED RULES

### Accelerated Rule 1: Scope of Application

- 1.1** The Accelerated Rules shall apply where the parties have incorporated the Accelerated Rules in the agreement to arbitrate. Unless the parties otherwise agree, the Accelerated Rules, with any amendments as of the date of the commencement of the arbitration, shall apply.
- 1.2** The Accelerated Rules shall govern the arbitration except that where any of these Accelerated Rules is in conflict with a mandatory provision of applicable arbitration law, that provision of law shall prevail. It shall be the obligation of the parties to call to the

attention of the Arbitral Tribunal any such conflicting provision of law and the failure of any party to do so shall be deemed a waiver of any right of such party to require the Arbitral Tribunal to apply such law.

- 1.3** Arbitration under the Accelerated Rules is considered a private proceeding for the resolution of a business dispute. In order to encourage the parties to settle a dispute on their own accord, settlement discussions or mediation proceedings shall not be admissible in the arbitration proceeding without the consent of all parties. Moreover, in any arbitration conducted under the Accelerated Rules, information that is received from the other side during the arbitration proceedings and that the recipient does not already have or that is not public shall be used only for the purposes of the arbitration proceeding. The Arbitral Tribunal may enter such confidentiality order(s) as it determines is necessary under the circumstances.
- 1.4** Under the Accelerated Rules, the term “Arbitral Tribunal” shall mean one or more arbitrators; the term “Claimant” shall include one or more claimants; and, the term “Respondent” shall include one or more respondents. The term “Award” shall mean the final award of the Arbitral Tribunal but does not preclude the entry of interim awards or partial awards during the process. “Commencement of Arbitration” shall be deemed to occur upon the service of the Notice to Arbitrate on the Respondent. “Selection of the Arbitral Tribunal” shall be deemed to occur, after the exhaustion of any challenges, upon the selection of the Arbitral Tribunal that determines the dispute on the merits.
- 1.5** By agreeing to arbitrate under the Accelerated Rules, the parties agree to expedite the arbitration process and to place a high priority on efficiency of procedure consistent with a reasonable, but not exhaustive, opportunity for each of the parties to present its case. Proceeding under the Accelerated Rules constitutes an acknowledgement by the parties to the proceeding that the procedures are sufficient to allow the presentation of any claim or defense.
  - 1.5.1** The parties may set the time for an award in the arbitration agreement or by agreement after the Notice of Arbitration is served and,

unless the parties agree otherwise, the Arbitral Tribunal shall follow such time limitations in establishing a timetable for rendering the Award.

- 1.5.2.** Otherwise, the Arbitral Tribunal shall establish a schedule for the arbitration that will result in issuance of an Award in as short a period as feasible under the circumstances, consistent with the reasonable needs of the parties, the subject matter of the arbitration and such other factors as the Arbitral Tribunal determines to be appropriate, but not later than six (6) months from the Selection of the Arbitral Tribunal.

All time periods and procedures under the Accelerated Rules can be modified by the Arbitral Tribunal so as to render the Award within the schedule established by the parties or by the Arbitral Tribunal.

- 1.6.** The Arbitral Tribunal is actively to manage the arbitration proceeding and may limit the evidence presented at the proceedings, impose time limits on each party's presentation of testimony or otherwise control the proceedings as is necessary in the discretion of the Arbitral Tribunal to arrive at a speedy, just Award. The Arbitral Tribunal may also proceed simultaneously with different phases of the arbitration, and otherwise exercise discretion to manage the proceedings to conform to the overall time limit. In extraordinary circumstances that, in the judgment of the Arbitral Tribunal, are causes beyond the control of the parties or the Arbitral Tribunal, the Arbitral Tribunal may enlarge the time period for rendering the Award.

### **Accelerated Rule 2: Jurisdiction and Applicable Law**

- 2.1** The Arbitral Tribunal, when appointed, shall have the exclusive authority to resolve any disputes over the scope, interpretation and application of the Accelerated Rules.
- 2.2** The parties further agree to submit to the Arbitral Tribunal, when appointed, any dispute pertaining to the jurisdiction of the Arbitral Tribunal or the arbitrability of disputes, including any disputes over the existence, validity or scope of the agreement to

arbitrate or the proper parties to the arbitration. For the purposes of challenges to the jurisdiction of the Tribunal, the arbitration clause shall be considered as separable from any contract of which it forms a part.

- 2.3** Any challenges to the jurisdiction of the Arbitral Tribunal, except challenges based on the Award itself, shall be made no later than the statement of defense or, with respect to a counterclaim, the reply to the counterclaim.
- 2.4** The Arbitral Tribunal may consolidate the arbitration with any other pending arbitration if there is consent of all parties to the consolidated proceeding and it will not delay the arbitration hearing.
- 2.5** The Arbitral Tribunal shall apply the substantive law(s) or rules of law designated by the parties as applicable to the dispute. Failing such a designation by the parties, the Arbitral Tribunal shall apply such law(s) or rules of law as it determines to be appropriate.
- 2.6** In the absence of an agreement among the parties to the arbitration, the Arbitral Tribunal shall decide the place, or legal seat, of the arbitration and the language(s) to be used in the proceedings. In all circumstances, in the interest of expediting the schedule, the Arbitral Tribunal shall have discretion to decide the most convenient location of any hearings.
- 2.7** An Award made pursuant to the Accelerated Rules shall constitute, without more, presumptive proof of the existence and validity of an agreement to arbitrate.

### **Accelerated Rule 3: Permissible Forms of Notice and Time Period Calculations**

- 3.1** Notices or other communications required under the Accelerated Rules shall be in writing and delivered to the address specified in writing by the recipient or, if no address has been specified, to the last known business or residence address of the recipient. Notices and communications may be given via e-mail, courier, facsimile transmission, overnight mail or any means approved by the Arbitral Tribunal. To the extent technically feasible, copies of notices and communications shall be sent on the day of transmission by e-mail to all recipients. Notices and communications shall be deemed to be effective as

of the earlier of physical or electronic receipt. Proof of transmission shall be deemed prima facie proof of receipt of any notice or communication given under the Accelerated Rules if provided by electronic means. Any disputes with regard to receipt of an electronic communications under these Rules shall be resolved by reference to the most recent UNCITRAL Model Law on Electronic Commerce in effect at the time of the Arbitration.

- 3.2** Time periods specified by the Accelerated Rules or established by the Arbitral Tribunal shall start to run on the day following the day when a notice or communication is received and shall end at the close of business on the last day of the specified time period, unless the last day occurs on a non-business day or a recognized holiday at the location of receipt, in which case the notice period shall end at the close of business on the next generally recognized business day at the location of receipt.

#### **Accelerated Rule 4: Commencement of Arbitration**

The party commencing arbitration (the “Claimant”) shall transmit to the other party (the “Respondent”) a Notice of Arbitration. The Notice of Arbitration shall be served as required by any agreement of the parties and, in the absence of such agreement, shall be served in accordance with the Accelerated Rules. If the parties have agreed on a particular dispute resolution institute (the “Appointing Authority”) to be the non-administering or administering authority for resolution of the dispute, a copy of the Notice of Arbitration shall be simultaneously sent to the Appointing Authority together with a remittance in the amount required by the Appointing Authority for filing or otherwise. In the absence of any agreement on a specifically named Appointing Authority, selection of these Accelerated Rules shall be an agreement to have the CPR Institute serve as the Appointing Authority hereunder.

#### **Accelerated Rule 5: The Notice of Arbitration**

The Notice of Arbitration may be in the form of a letter or a pleading but must contain in the text or attachments the following information:

- a. The names, addresses, phone, email and fax numbers of the Claimant and the Respondent and the parties’ representatives (and positions) involved in the dispute to the extent known;

- b. The names, addresses, phone, email and fax numbers of counsel for the Claimant and the Respondent to the extent known;
- c. A demand for arbitration with a short description of the dispute and of the relief sought, including amounts claimed;
- d. The relevant agreements, including the excerpted text of any arbitration clause or the arbitration submission agreement that is involved;
- e. The text of any applicable contractual notice clause and an attestation of compliance therewith;
- f. The number of arbitrators required by any arbitration agreement and a description of any requested expertise for any non-party selected arbitrator;
- g. The full name, address, phone and fax numbers and email address of any party-selected arbitrator for the Claimant pursuant to the arbitration clause or any other selection process applicable to the arbitration proceeding;
- h. The agreed place of arbitration, language(s) for the arbitration proceeding, and any suggestion as to the most convenient place for any hearings, in the event a party believes it would be convenient to hold any hearings at a location other than the agreed place of arbitration.

The Notice of Arbitration may be combined by the Claimant with its Statement of Claim and, if so combined, the time periods applicable to the Statement of Claim shall run from the service of the Notice of Arbitration.

#### **Accelerated Rule 6: Selection of the Arbitral Tribunal**

Unless the parties have agreed otherwise, selection of the Accelerated Rules to govern an arbitration proceeding shall mean that the Arbitral Tribunal shall consist of one arbitrator. The Appointing Authority shall appoint the Arbitral Tribunal pursuant to its selection procedure but should disqualify any arbitrator who is not available to handle the arbitration within the expedited time periods established by the Accelerated Rules. In the event that the CPR Institute is to select the Arbitral Tribunal, the procedure set forth in Appendix B shall be followed.

- 6.1** Where an arbitrator is to be party selected, if a party fails to nominate an arbitrator within the time period established by an arbitration clause or, in the absence of such a provision, within the time period established by the Appointing Authority, on the request of any party, the Appointing Authority shall appoint a neutral as set forth herein.
- 6.2** A party's failure to submit a conflicts list or failure to make a full disclosure of all parties or non-parties who could conceivably be expected to be involved in the arbitration shall be deemed a waiver by that party of any later conflicts that may arise if such disclosure were made at the time of arbitrator selection and no arbitrator shall be required to be disqualified in light of such waiver. An arbitrator may decide, nonetheless, to withdraw if such withdrawal will permit the parties to complete the arbitration within the time limitations as set forth in the Accelerated Rules.
- 6.3** All arbitrators appointed in any arbitration proceeding under the Accelerated Rules shall be independent and impartial and shall be obligated to act as a neutral in matters connected with the arbitral proceeding. Each arbitrator shall sign, under oath, a statement of neutrality and shall disclose any facts or circumstances which may call into question his or her neutrality in light of the disclosures made by the parties. Any arbitrator may be challenged if circumstances exist or arise that give rise to justifiable doubt regarding that arbitrator's independence or impartiality, provided that a party may challenge an arbitrator whom it has appointed only for reasons of which it becomes aware after the appointment has been made.
- 6.4** A party may challenge an arbitrator only by a notice in writing to the Appointing Authority, with a copy to the other parties, given no later than five (5) business days after the challenging party (i) receives notification of the appointment of that arbitrator, or (ii) becomes aware of a circumstance that would form the basis for a challenge to the continued service of the arbitrator, whichever is later. The notice shall state the reasons for the challenge with specificity. Where possible, the Appointing Authority will not disclose to the arbitrator the name of the challenging party. If the other party does not agree to the challenge or the arbitrator fails to voluntarily withdraw, the Appointing Authority shall decide the

challenge after providing the non-challenging party and the arbitrator(s) with an opportunity to comment on the challenge.

## **Accelerated Rule 7: Statements of Claim, Defense and Counterclaim**

### **7.1 The Statement of Claim**

The purpose of the Statement of Claim is to define the issues to be arbitrated and to provide the Respondent with sufficient information to respond directly to the factual and legal positions that comprise the claim. No later than ten (10) days after service of the Notice of Arbitration, the Claimant shall serve upon the Respondent its Statement of Claim. The Statement of Claim shall include:

- a.** A detailed statement of the Claimant's claim in numbered paragraphs including a comprehensive description of the testimonial and documentary evidence that claimant intends to offer to support the claim;
- b.** A detailed statement of the relief sought and any damages claimed;
- c.** The legal authorities relied upon by Claimant for each element of its claim;
- d.** The names and addresses of the reasonably known fact witnesses Claimant intends to present to prove each element of its claim;
- e.** The names and addresses of any expert witnesses retained by Claimant to give testimony at the arbitration proceeding together with *curricula vitae*;
- f.** Copies of documents that support each element of Claimant's claim or, if such documents are not served with the Statement of Claim, an explanation as to why such documents are unavailable, a time for making such documents available, and identification, by location and file, the documents in the party's possession, custody or control that may be relevant to the Statement of Claim.

### **7.2 The Statement of Defense**

Within thirty (30) days after receipt of the Statement of Claim, the Respondent shall deliver to the Claimant a Statement of Defense with a substantive response to all elements of the Statement of Claim and any other grounds that constitute a defense to

the Statement of Claim, except that the time period for delivery of the Statement of Defense may be extended to sixty (60) days where warranted either by the nature of the matter or if the amount of controversy exceeds ten million dollars (\$10,000,000). In its substantive response, the Respondent is under a good faith obligation to admit so much of each statement in the Statement of Claim as it finds is true even if the statement as a whole cannot be admitted. The Statement of Defense shall include:

- a. A detailed statement of the grounds for each substantive response or defenses in numbered paragraphs including a comprehensive description of the testimonial and documentary evidence that Respondent intends to offer to support each response or defense;
- b. The legal authorities relied upon by Respondent for each element of its defense;
- c. The names and addresses of the reasonably known fact witnesses Respondent intends to present to prove each denial or defense;
- d. The names and addresses of any expert witnesses retained by Respondent to give testimony at the arbitration proceeding together with *curricula vitae*;
- e. Copies of the documents that evidence each element of Respondent's defense or, in the absence thereof, an explanation as to why such documents are unavailable and a time for making such documents available, and identification by location and file of documents in the party's possession, custody or control that may be relevant to the Statement of Defense.

### 7.3 Statement of Counterclaim and Reply

The Respondent may include in its Statement of Defense any Statement of Counterclaim within the scope of the arbitration agreement. If it does so, the Statement of Counterclaim shall be in form and substance identical to the elements of the Statement of Claim and the Reply to the Counterclaim shall be in form and substance identical to the Statement of Defense and served within twenty (20) days after receipt of the Statement of Counterclaim.

### 7.4 Effect of Admissions

The admissions of a party shall be binding for purposes of the arbitration proceeding in which the admission occurs. The Accelerated Rules recognize that a party may choose to admit a fact because of the cost of contesting the issue, to expedite the proceeding or for other reasons without agreeing to be bound outside of these arbitration proceedings. However, by agreeing to arbitrate under the Accelerated Rules, each party agrees that the Award shall be *res judicata* as to any and all claims or defenses raised in the arbitration proceeding and for that purpose, each party shall be bound by admissions made in the arbitration proceeding.

### 7.5 Amendments

Claims, Defenses or Counterclaims within the scope of the arbitration agreement may be freely added or amended prior to the Initial Conference, and thereafter with the consent of the Tribunal provided that the amendment or any necessary reply will not unduly delay the arbitration proceeding.

**7.6** The Arbitral Tribunal shall have full and complete authority to alter any of the time periods set forth for Statements of Claims, Defenses or Counterclaims. Where any party has good cause for its inability to abide by the time period for delivery of its Statement of Claim, Defense, Counterclaim or Reply, that party may apply to the Arbitral Tribunal or, if the Arbitral Tribunal has not been fully constituted, to the Appointing Authority before the expiration of the time period, to request a later deadline. Such period or periods may be modified as appropriate under the circumstances.

### **Accelerated Rule 8: Withdrawal of Claims and Determinations upon the Record**

**8.1** Unless all parties have consented, or the permission of the Arbitral Tribunal has been obtained, no claim may be withdrawn after a Statement of Defense has been served, except with prejudice.

**8.2** Upon the good faith request of a party with a demonstration of good cause and appropriate notice, the Arbitral Tribunal may make a determination that a particular issue or claim may be considered upon the submitted record without taking oral testimony when:



- a. emergency relief is requested;
- b. the Arbitral Tribunal determines that the submitted record is adequate to decide a particular issue on the merits;
- c. one of the parties elects not to participate in the arbitration proceeding or is otherwise in default with respect to the arbitration proceeding; or
- d. the parties have agreed upon the factual record to be submitted to the Arbitral Tribunal.

The Arbitral Tribunal may decline, in its discretion, to rule on the record submitted, or may require further evidence in the form of additional written submissions, or an evidentiary hearing.

### **Accelerated Rule 9: Interim Measures of Protection**

- 9.1** At the request of a party, upon appropriate notice, the Arbitral Tribunal may order such interim measures as it deems necessary, including measures for the preservation of assets, the conservation of goods or the sale of perishable goods in aid of the relief sought in the arbitration proceeding and to preserve the jurisdiction of the Arbitral Tribunal. The Arbitral Tribunal may require appropriate security as a condition of ordering such measures. At the discretion of the Arbitral Tribunal, interim measures may be granted in the form of an order or an interim award.
- 9.2** Prior to the constitution of the Tribunal, any party may request that interim measures be granted under the Accelerated Rules against any other party by a special arbitrator appointed for that purpose. The protocol set forth in Appendix C shall apply if the CPR Institute is the Appointing Authority and may apply if requested by any party and permitted by the Appointing Authority administering the arbitration proceeding.
- 9.3** A request for interim measures by a party to a court shall not be deemed incompatible with the agreement to arbitrate or a waiver of that agreement. In the event that inconsistent interim orders in different forums or by different parties are sought, such proceedings shall not affect the authority of the Arbitral Tribunal or special arbitrator to enter an appropriate order under the Accelerated Rules before entry of a judicial order or after entry

of a judicial order that is not inconsistent with such order.

- 9.4** The award or order for interim measures shall remain in effect until modified or vacated by the special arbitrator or the Arbitral Tribunal. If the Arbitral Tribunal is constituted before the special arbitrator has rendered an award or order, the special arbitrator shall retain jurisdiction to render such award or order unless the Arbitral Tribunal directs otherwise. Once the Arbitral Tribunal has been constituted, the Arbitral Tribunal may modify or vacate the award or order rendered by the special arbitrator.
- 9.5** Any award or order entered under this Rule 9 may be treated as an interim award so that it may be enforced as necessary in a court of appropriate jurisdiction or may be treated as part of the Award or both.

### **Accelerated Rule 10: The Initial Conference**

- 10.1** Within seven (7) days after the Arbitral Tribunal is selected or at such other time as the Arbitral Tribunal shall direct, the Arbitral Tribunal shall convene an Initial Conference for the purpose of planning and scheduling the arbitration proceeding. The Initial Conference may be conducted by conference call and may consist of one or a series of conferences. Each party, or the party's business representative with appropriate authority, and counsel, if any, should participate in the Initial Conference but the Initial Conference may proceed after due notice, notwithstanding the nonparticipation of a party or counsel. It shall be the objective of the Initial Conference to establish an efficient, workable and detailed protocol for the conduct of the arbitration on a cost effective, expedited basis to ensure the prompt and judicious determination of the issues in dispute. All parties shall cooperate fully with each other and with the Arbitral Tribunal to achieve this objective.
- 10.2** At least two (2) days prior to the Initial Conference, the parties shall jointly submit to the Arbitral Tribunal a completed Initial Conference Form as attached to these Rules in Appendix D or as directed by the Arbitral Tribunal. The submitted Conference Form shall note any disagreements in the positions of the parties.

**10.3** After the Initial Conference, the Arbitral Tribunal shall issue an order specifying a time table for the arbitral proceedings, including the establishment of the schedule for disclosure obligations, identification of issues that may be dispensed with summarily, any evidentiary hearing, and such other issues as the Arbitral Tribunal finds appropriate. No enlargements of time will be permitted unless such enlargements do not alter the hearing date or upon a showing of extraordinary circumstances.

**10.4** The Arbitral Tribunal can conduct additional pre-hearing conferences as appropriate to manage the arbitration on an expedited basis.

### **Accelerated Rule 11: Disclosure of Documents**

**11.1** Each party shall serve on the opposing party, within the time ordered by the Arbitral Tribunal, all the documents which it may use in the arbitration. A party need not re-serve documents served with either the Statement of Claim, Statement of Defense, Counterclaim or any Reply thereto.

**11.2** Any party may request the Arbitral Tribunal to order the production of additional specific documents that are essential to a matter of import in the proceeding for which a party can demonstrate a substantial need. In determining substantial need, the Arbitral Tribunal should consider the likely value and significance of the documents requested against the cost and burdens, both financial and temporal, of the production. The request for production should ordinarily be denied where the production would delay the hearing date, the production is likely to result in cumulative evidence, or where the cost and burden of production would be substantial, especially in view of the amount in dispute. In determining any request for production, the Arbitral Tribunal shall have the power to condition the granting of any such request upon the payment by the requesting party of the reasonable costs of production by the producing party which costs may include reasonable charges for labor incurred in gathering and preparing the documents for production or otherwise limit the obligation to produce, such as by limiting the amount of time to be spent by each party locating or producing documents. The

Arbitral Tribunal may appoint a neutral expert to be paid for by the parties as a cost of the proceeding to expedite disclosure.

**11.3** At any time before the arbitration is concluded, the Arbitral Tribunal may, upon its own initiative, direct any participant in the arbitration to produce to the Tribunal and to the other parties any documents that the Arbitral Tribunal believes to be relevant and material to the outcome of the case.

**11.4** The Arbitral Tribunal may exclude from disclosure documents for any of the following reasons:

- a. Lack of sufficient relevance or materiality;
- b. Legal impediment or privilege under the legal or ethical rules determined by the Arbitral Tribunal to be applicable;
- c. Unreasonable burden (including financial burden to the producing party) to produce the requested evidence;
- d. Loss or destruction of the document that has been reasonably shown to have occurred;
- e. Grounds of commercial or technical confidentiality that the Arbitral Tribunal determines to be compelling;
- f. Grounds of special political or institutional sensitivity (including evidence that has been classified as secret by a government or a public international institution) that the Arbitral Tribunal determines to be compelling;
- g. Considerations of fairness or equality of the parties that the Arbitral Tribunal determines to be compelling; or
- h. Security concerns or privacy rights of a party or witness that outweigh the need of another party to the proceeding to have access to the evidence.

**11.5** In case of the failure of a party to produce a document as required by the Accelerated Rules or as ordered by the Arbitral Tribunal, the Arbitral Tribunal may draw adverse inferences and/or the Arbitral Tribunal may take into consideration such failure in awarding the costs of the arbitration proceeding.

## Accelerated Rule 12: Disclosure of Witnesses

### 12.1 Exchange of Witness Statements

The Arbitral Tribunal shall establish the dates for identifying witnesses and for the exchange of written witness statements and rebuttals as appropriate. A party need not re-serve witness statements included with either the Statement of Claim, Statement of Defense, Counterclaim or any Reply thereto.

### 12.2 Witnesses with Witness Statement

A party shall be responsible for producing and making available for examination any person for whom it intends to submit a witness statement. A witness need not appear if the other side gives notice that it does not intend to cross-examine or if the witness is excused by the Arbitral Tribunal pursuant to the Accelerated Rules. If a party will be unable or is unwilling to produce at the hearing any witness whose evidence it intends to submit by witness statement, the party shall give reasonable notice in writing to all parties that the party does not intend to produce the witness and request that the Arbitral Tribunal excuse the witness from appearing.

### 12.3 Other Witnesses

Any other persons may be ordered through appropriate process to appear as witnesses at the hearing as ordered by the Arbitral Tribunal. If ordered by the Arbitral Tribunal, a party shall be responsible for producing and making available for examination any person within its employ.

**12.4** The Arbitral Tribunal shall control the appearance and testimony of all witnesses under Accelerated Rule 13. Without limiting the discretion under Accelerated Rule 13, the Arbitral Tribunal may excuse from appearance any witness whose attendance would impose a burden on the witness or the party responsible for producing the witness that is not justified by the importance of the testimony being offered.

**12.5** The Arbitral Tribunal may summon witnesses or documents as it deems appropriate either at the request of a party or upon its own initiative. Any summons served on a non-party shall be served in

conformance with the requirements for service in the jurisdiction in which it is served.

**12.6** In case of the failure of a party to produce a witness as required by the Accelerated Rules or as ordered by the Arbitral Tribunal, the Arbitral Tribunal may draw adverse inferences and/or the Arbitral Tribunal may take into consideration such failure in awarding the costs of the arbitration proceeding.

## Accelerated Rule 13: The Hearing

**13.1** It shall be within the discretion of the Arbitral Tribunal to determine the need for a hearing, the length of the hearing and the procedure to be followed at the hearing, including the application of appropriate standards for evidence. The Arbitral Tribunal shall have the right to limit the introduction of oral testimony, to limit the taking of oral testimony to certain issues in the case, to require witness statements in lieu of direct testimony, to limit the amount of time that each party has to present oral testimony and to cross examine another party's witnesses, and to determine the order of proof and the procedure for taking oral testimony. Where appropriate, hearings may be conducted telephonically or by video (including web-based video conferencing) so long as all parties who wish to do so may be present in person or by electronic means.

**13.2** Witnesses, including experts, may be submitted through written statements or reports and received into evidence by the Arbitral Tribunal. Each statement should be signed by the witness, contain an affirmation of its truth and be sufficiently detailed to constitute the entire evidence of that witness. The Arbitral Tribunal should permit cross-examination of witnesses whose testimony is submitted by written statement whenever necessary to the Arbitral Tribunal's decision. The Arbitral Tribunal shall accord such weight to witness statements submitted without cross-examination as the Arbitral Tribunal deems appropriate under all of the circumstances.

**13.3** In conducting the hearing, the Arbitral Tribunal will give deference to any issues of privilege, confidentiality or work product that are brought to its attention and, if the Arbitral Tribunal concludes

that the privilege should apply, exclude such evidence from the hearing.

- 13.4** The Arbitral Tribunal may proceed with the hearing in the absence of one or more parties who have received due notice of the hearing.
- 13.5** The Arbitral Tribunal shall close the hearing after it has heard and received all evidence that it deems material to the dispute and any arguments presented to the Arbitral Tribunal orally or in the form of post-hearing briefs. Prior to the Final Award, the Arbitral Tribunal shall have the discretion to reopen the hearing.

#### **Accelerated Rule 14: Noncompliance and Default**

Whenever a party fails to comply with the Accelerated Rules, or any order of the Arbitral Tribunal in a manner deemed material by the Arbitral Tribunal, the Arbitral Tribunal shall fix a date for compliance and, if the party does not comply by such date, the Arbitral Tribunal may impose a remedy it deems just, including an award of costs or an award on default. Prior to entering an award on default, the Arbitral Tribunal shall require the non-defaulting party to produce evidence and legal argument in support of its contentions as the Arbitral Tribunal shall deem sufficient to establish the claim or defense and any damages. The Arbitral Tribunal may receive such evidence and argument without the defaulting party's presence or participation.

#### **Accelerated Rule 15: Waiver of Exemplary or Punitive Damages**

The parties to any arbitration under the Accelerated Rules waive any exemplary or punitive damages of any kind and agree to receive only such damages as may otherwise be permitted by law or statute applicable to claims in the arbitration proceeding. This waiver shall not apply to any claims where such waiver is contrary to statutory or regulatory law.

#### **Accelerated Rule 16: The Award**

- 16.1** Except as otherwise permitted by the Accelerated Rules, the Award shall be rendered no later than thirty (30) days after the close of the hearing, and shall be a reasoned award unless the parties otherwise agree. In keeping with the accelerated nature of the proceeding, the award shall be as

concise as circumstances permit. The date for rendering an Award may be extended by consent of the parties or, if warranted, by extraordinary circumstances in the judgment of the Arbitral Tribunal. An award may be rendered by a majority of the Arbitral Tribunal. The Arbitral Tribunal shall be free to award damages and such other remedies as it deems appropriate under the circumstances of the case so long as it does not exceed the powers granted to it by the parties' contract or submission. The Award may include interest both pre-award and prospectively until the Award is paid in full. The Arbitral Tribunal shall have the authority to award the reasonable direct or indirect costs to any party on account of another party's noncompliance with any order of the Arbitral Tribunal during the arbitral proceeding.

- 16.2** The form of the Award shall be in the discretion of the Arbitral Tribunal except that (a) in the absence of the parties' specifying the form of the Award, the form of the Award shall comply with the rules for enforceability in the jurisdiction in which the arbitration is held and (b) the Arbitral Tribunal shall render a Reasoned Award if either party requests. In the event of a default, the form of the Award shall comply with the rules for enforceability in the jurisdiction in which the arbitration is held and, for international arbitrations, shall be in accordance with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards or such other legal basis as is sufficient in the territory where the Award will be relied upon, and should state the procedural due process accorded the defaulting party. The Award shall resolve and dispose of each and every claim submitted to Arbitral Tribunal.
- 16.3** The Award shall be served as provided for service of documents in the Accelerated Rules.
- 16.4** Within seven (7) days after the Award has been notified to the parties, any party may make an application to the Arbitral Tribunal for specified corrections of the Award. Copies of this application shall be transmitted, simultaneously with its submission to the Arbitral Tribunal, to all other parties by the same means of transmission employed for its submission to the Arbitral Tribunal.

- 16.4.1.** Only applications for corrections that, if made, would require alteration of the Award's final dispositions shall be admissible.
- 16.4.2.** The Arbitral Tribunal shall determine the procedure to be followed in ruling on the application, including the time to be afforded to adverse parties to respond to the application, but must rule on the application within 30 days of its submission, unless the Arbitral Tribunal, for adequate reasons stated, extends this period.
- 16.4.3.** An application for correction shall not affect the finality of the Award. However, the Arbitral Tribunal will not be *functus officio* until it has finally ruled upon the application. The Arbitral Tribunal addressed with an application for correction may stay enforcement and execution of the Award upon such terms as it deems appropriate.

#### **Accelerated Rule 17: Costs**

- 17.1** Subject to any agreement between the parties to the contrary, the Arbitral Tribunal shall apportion the costs of arbitration between or among the parties in such manner as it deems reasonable, taking into account the circumstances of the case, the conduct of the parties during the proceeding and the result of the arbitration. The Arbitral Tribunal shall fix the costs of arbitration or any part thereof in an award. The costs of arbitration include:
- a.** The fees and expenses of members of the Arbitral Tribunal;
  - b.** The costs of expert advice and other assistance engaged by the Arbitral Tribunal;
  - c.** The travel, translation, and other expenses of witnesses to such extent as the Arbitral Tribunal may deem appropriate;
  - d.** The costs for legal representation and assistance and experts incurred by party to such extent as the Arbitral Tribunal may deem appropriate;
  - e.** The charges and expenses of Appointing Authority or any other neutral organization with respect to the arbitration;

- f.** The costs of a transcript, if any, and the costs of meeting and hearing facilities.

- 17.2** The Arbitral Tribunal may request each party to deposit an appropriate amount as an advance for the Arbitral Tribunal's costs of conducting the arbitration and, during the course of the proceeding, it may request supplementary deposits from the parties. Any such funds shall be held and disbursed in such manner as the Arbitral Tribunal may deem appropriate.
- 17.3** If the requested deposits are not paid in full within ten (10) days after receipt of the request, the Arbitral Tribunal shall so inform the parties in order that jointly or severally they may make the requested payment. If such payment is not made, the Arbitral Tribunal may suspend or terminate the proceedings. Either party may pay another party's share of the cost and such payment shall be taxed against the nonpaying party as a cost of the arbitration in the Award.

#### **Accelerated Rule 18: Waiver**

- 18.1** By agreeing to arbitrate under the Accelerated Rules, the parties waive any other legal procedure that is inconsistent with the expedited nature of these Rules or the Arbitral Tribunal's authority over the arbitration proceedings.
- 18.2** The failure of a party promptly to object in writing to any violation of the Accelerated Rules shall be deemed a waiver of such violation unless in the discretion of the Arbitral Tribunal there is demonstrable good cause for such failure.
- 18.3** The failure of a party to object in writing to the continued service of an arbitrator in accordance with Rule 6.4 shall be deemed a waiver thereof by such party.

#### **Accelerated Rule 19: Settlement and Mediation**

- 19.1** The Accelerated Rules encourage all parties to discuss settlement at any time during the arbitration process. The Arbitral Tribunal may suggest that the parties explore settlement of one or more issues that are involved in the arbitration proceeding.

- 19.2** With the consent of the parties, the Arbitral Tribunal at any stage of the proceeding may arrange for mediation of the claims asserted in the arbitration by a mediator acceptable to the parties who may be a member of the Arbitral Tribunal. The parties shall agree upon the terms and conditions under which the mediation shall be conducted including use of the Appointing Authority's mediation procedures and, upon request of either party, the Arbitral Tribunal may settle any dispute regarding the procedure to be used in mediation.
- 19.3** The Arbitral Tribunal will not be informed of any settlement offers or other statements made during settlement negotiations or a mediation between the parties, unless both parties consent or the parties have consented to a member of the Arbitral Tribunal serving as mediator.
- 19.4** If the parties settle the dispute before an Award is made, the Arbitral Tribunal shall terminate the arbitration and, if requested by all parties and accepted by the Arbitral Tribunal, may record the settlement in the form of an Award made by consent of the parties.
- 19.5** Unless otherwise ordered by the Arbitral Tribunal, mediation shall be conducted simultaneously with these arbitration proceedings so as not to delay the date established for the hearing or the schedule for the proceedings.

#### **Accelerated Rule 20: Actions Against the Appointing Authority or the Arbitrator(s)**

Neither the Appointing Authority nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

## **APPENDIX A**

### **PROPOSED ARBITRATION CLAUSE OR SUBMITTAL TO ARBITRATION UNDER THESE ACCELERATED RULES**

#### **A. PRE-DISPUTE CLAUSE: STANDARD**

"Any dispute arising out of or relating to the agreement to arbitrate or this contract, including the making, breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention & Resolution Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules"), in effect on the date the arbitration is commenced. Judgment upon the Award rendered by the Arbitral Tribunal may be entered by any court having jurisdiction over any party or any of its assets. The place of the arbitration shall be (city, country). The language shall be (specify)."

#### **B. PRE-DISPUTE CLAUSE: ALTERNATIVE ONE**

"Any dispute arising out of or relating to the agreement to arbitrate or this contract, including the making, breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention & Resolution ("CPR Institute") Rules for Non-Administered Arbitration. In the event that the amount in controversy, exclusive of interest and costs is less than five million dollars, then the CPR Institute Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") shall apply. The Arbitral Tribunal shall determine any dispute regarding the applicable rules and no such dispute shall invalidate any prior action in the arbitration proceeding. Judgment upon the Award rendered by the Arbitral Tribunal may be entered by any court having jurisdiction over any party or any of its assets. The place of the arbitration shall be (city, country). The language shall be (specify)."

#### **C. PRE-DISPUTE CLAUSE: ALTERNATIVE TWO**

"Any dispute arising out of or relating to the agreement to arbitrate or this contract, including the making, breach, termination or validity

thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention & Resolution (“CPR Institute”) Global Rules for Accelerated Commercial Arbitration (the “Accelerated Rules”). In the event that the amount in controversy exceeds ten million dollars, then, notwithstanding anything to the contrary in the Accelerated Rules, the time period for completion of the arbitration under Accelerated Rule 1.3 shall be enlarged from six (6) months to twelve (12) months and the Arbitral Tribunal shall consist of [number] arbitrator[s].<sup>1</sup> The Arbitral Tribunal shall determine any dispute regarding the applicable rules and no such dispute shall invalidate any prior action in the arbitration proceeding. Judgment upon the Award rendered by the Arbitral Tribunal may be entered by any court having jurisdiction over any party or any of its assets. The place of the arbitration shall be (city, country). The language shall be (specify).”

#### **D. THE CPR INSTITUTE ARBITRATION APPEAL PROCEDURE**

*(Insert if desired. If not included, this appeal procedure will be deemed not to apply).*

“Unless otherwise agreed by the parties in writing, within 30 days of receipt by the parties of a final arbitration award in any arbitration arising out of or related to this agreement, an appeal may be taken from such final award under the CPR Institute Arbitration Appeal Procedure, in effect at the commencement of the appeal. The appeal shall be heard by three former judges appointed by CPR who will apply the following grounds for appeal:

- i) the award contains material and prejudicial errors of law of such nature that it does not rest on any appropriate legal basis;
- ii) the award contains factual findings clearly unsupported by the record;

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<sup>1</sup> The Accelerated Rules are set up so that the parties may vary any of the provisions in the agreement to arbitrate. The suggestion is explicitly to vary the outside date for completion of the arbitration by the amount in controversy in the parties’ agreement so as to leave the time periods in the Accelerated Rules generally applicable. Other provisions could similarly be altered to meet the needs of the contracting parties.

- iii) the award was procured by corruption, fraud, or undue means;
- iv) there was evident partiality or corruption in the arbitrators, or either of them; or
- v) the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

No appeal may be filed unless the arbitrators in the original arbitration were required by the parties to reach a decision in compliance with applicable law and issue a written award setting forth the factual and legal basis; and a record was made of all hearings and evidence in such original arbitration proceeding.

Unless otherwise agreed to by the parties and the Appeal Tribunal, the appeal shall be conducted at the place of the original arbitration and in the language of that arbitration.

The decision of the Appeal Tribunal shall constitute the final award and shall finally dispose of the matters in dispute.”

#### **E. EXISTING DISPUTE SUBMISSION AGREEMENT**

The undersigned parties hereby agree to submit to arbitration in accordance with the International Institute for Conflict Prevention and Resolution Global Rules for Accelerated Commercial Arbitration (the “Accelerated Rules”) in effect on the date of this agreement, the following dispute:

*(Describe briefly providing a short description of the dispute and of the relief sought, including amounts claimed by all parties)*

For purposes of the Accelerated Rules, [name of party or parties] shall be designated the Claimant and [name of party or parties] shall be designated the Respondent. The above dispute shall be submitted to:

- one neutral arbitrator to be appointed as provided in the Accelerated Rules;
- or three neutral arbitrators to be appointed as provided in the Accelerated Rules

The Claimant and Respondent believe that it would be helpful, but not required, to the resolution of the dispute if the arbitrator(s) had the following qualifications or expertise: (describe briefly, including Claimant and Respondent's separate views of the qualifications)

We are attaching to this submission agreement the names and addresses of all involved parties, their representatives and of the potential witnesses for each party, if any.

We shall faithfully observe this agreement and the Accelerated Rules and we shall abide by and perform any Award rendered by the Arbitral Tribunal. Judgment upon the Award rendered by the Arbitral Tribunal may be entered by any court having proper jurisdiction. The place of the arbitration shall be \_\_\_\_\_ (specify city, country). The language of the arbitration shall be \_\_\_\_\_ (specify)."

See Clause B, above if parties wish to agree to use the CPR Institute Arbitration Appeal Procedure, as well, in their submission agreement.

This submission shall be treated as the Notice of Arbitration under the Accelerated Rules.

## APPENDIX B

### ARBITRAL TRIBUNAL SELECTION BY THE CPR INSTITUTE

1. On an expedited basis, by teleconference or otherwise, the CPR Institute will convene the parties, counsel or a designated representative to discuss (i) the number of arbitrators to be selected and the timing of selection of any party selected arbitrator, (ii) the subject matter and qualifications of any arbitrator, (iii) the submission of conflict lists which shall include the name and address of all entities and witnesses that are reasonably anticipated to be involved in the arbitration, (iv) any other information that a party deems appropriate to bring to the CPR Institute's attention in connection with the selection of arbitrator(s) and (v) the fee and deadline for payment of the respective parties' share if not already paid. Either party may pay the fee due for the other if the fee is not paid by the deadline or the CPR Institute may suspend the selection process until payment is made. Fees paid to the CPR Institute may be assessed by the Arbitral Tribunal against one or more parties in the Arbitral Tribunal's discretion as part of the Award.
2. As expeditiously as possible after the conference call, the CPR Institute will query its neutrals and transmit to the parties a list of proposed arbitrators accompanied by a package of information that shall include each arbitrator's biographical information, availability and disclosures. If either party so requests, the CPR Institute will include in such package the names of the parties and counsel from any prior arbitration proceeding involving such neutral where prior parties have consented to such disclosure.
3. Not later than five (5) days thereafter, the parties shall return ranked lists to the CPR Institute together with specific objections to any of the candidates. The neutral, with highest combined ranking from the parties, shall be appointed; if more than one neutral is to be appointed, the panel shall be filled by those neutrals with the highest combined ranking in order of ranking. In the event that a party fails timely to return its selections, the CPR Institute may proceed with the selection in the absence of a party's rankings. If neither party returns its rankings, if there is a tie in the rankings, or if there are other circumstances where a complete Arbitral Tribunal cannot be



appointed or is disqualified, the CPR Institute shall be entitled to select the neutral. The first neutral selected shall serve as the chair of the Arbitral Tribunal.

## APPENDIX C

### INTERIM MEASURES PROTOCOL

The protocol for obtaining interim measures under the Accelerated Rules before a special arbitrator shall be as follows:

1. Prior to the constitution of the Arbitral Tribunal, any party may request that interim measures be granted under this Rule against any other party by a special arbitrator appointed for that purpose. Interim measures under this Rule are requested by written application to the CPR Institute and simultaneously served on all parties, entitled "Request for Interim Measures of Protection By a Special Arbitrator," describing in reasonable detail the relief sought, the party against whom the relief is sought, the grounds for the relief, and, if practicable, the evidence and law supporting the request. The request shall be served in accordance with the Accelerated Rules, and shall certify that all other parties affected have been notified of the request or explain the steps taken to notify such parties.
2. The request for interim measures shall be accompanied by an initial deposit of \$5,000, paid to the CPR Institute by wire, check, credit card or draft. The CPR Institute shall promptly determine, pursuant to its administrative rules, any further deposit due to cover the fee of the CPR Institute and the remuneration of the special arbitrator, which amount shall be paid within the time period determined by the CPR Institute.
3. If the parties agree upon a special arbitrator within one business day of the request, that arbitrator shall be appointed. If there is no such timely agreement, the CPR Institute shall appoint a special arbitrator from a list of arbitrators maintained by the CPR Institute for that purpose. To the extent practicable, the CPR Institute shall appoint the special arbitrator within one business day of the CPR Institute's receipt of the application for interim measures under this Rule. The special arbitrator's fee shall be determined by the CPR Institute in consultation with the special arbitrator. The special arbitrator's fee and reasonable out-of-pocket expenses shall be paid from the deposit made with the CPR Institute.

4. Prior to accepting appointment, a special arbitrator candidate shall disclose to the CPR Institute any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality. Any challenge to the appointment of a special arbitrator must be made within one business day of the challenging party's receipt of the CPR Institute's notification of the appointment of the arbitrator and the circumstances disclosed. To the extent practicable, the CPR Institute shall rule on the challenge within one business day after the CPR Institute's receipt of the challenge. The CPR Institute's ruling on the challenge shall be final. In the event of death, incapacity, resignation or successful challenge of a special arbitrator, the CPR Institute shall appoint a replacement forthwith in accordance with these procedures.

5. The special arbitrator shall determine the procedure to be followed, which shall include, whenever possible, reasonable notice to, and an opportunity for hearing (either in person, by teleconference or other appropriate means), all affected parties. The special arbitrator shall conduct the proceedings as expeditiously as possible, and shall have all of the powers vested in the Arbitral Tribunal under the Accelerated Rules, including the power to rule on his/her own jurisdiction.

6. Except in the event of extraordinary circumstances, the ruling on the request for interim measures shall be made as soon as practicable, and no later than fifteen (15) days from the appointment of the special arbitrator.

7. The special arbitrator may grant such interim measures as necessary, including but not limited to measures for the preservation of assets, the conservation of goods or the sale of perishable goods.

8. The ruling on the request for interim measures shall be made by award or order. The award or order may be made conditional upon the provision of security or any act or omission specified in the award or order. The award or order may provide for the payment of a specified amount in case of noncompliance with its terms or such other sanctions which shall apply from the date of the interim award.

9. The award or order shall specify the relief awarded or denied, shall determine the cost of the proceedings, including the CPR Institute's administrative fee, the arbitrator's fee and expenses as determined by the

CPR Institute, and either apportion such costs among the parties as the special arbitrator deems appropriate or defer any apportionment until the Award. The special arbitrator may also apportion the parties' reasonable attorneys' fees and expenses in the award or order or in a supplementary award or order.

## APPENDIX D

### INITIAL CONFERENCE FORM

At least two (2) days prior to the Initial Conference, the parties shall submit to the Arbitral Tribunal a completed copy of this Initial Conference Form. To expedite the initial conference itself, this should be a joint submission and the parties should note on the Form any disagreements. If the Initial Conference Form is not joint, it should be served on the other party when it is submitted to the Arbitral Tribunal.

Each party should inform the Arbitral Tribunal of its views on the following matters for purposes of the Initial Conference:

- a. When would you like the arbitration hearing to occur, where do you want them to occur and how long do you anticipate your affirmative case will take?
- b. What is proposed as a detailed schedule for the entire arbitration, including the date, duration and location of any required hearing?
- c. In what language should the arbitration be conducted and do you anticipate any requirements for translating documents or witnesses into the language of the arbitration?
- d. Is there agreement on the arbitration clause, the arbitration rules and the jurisdiction of the Arbitral Tribunal?
- e. Are there any modifications to the arbitration rules or protocols that have been agreed upon by the parties?
- f. What is the proper law to be applied to substantive matters?
- g. What are the specific issues to be decided in the arbitration, and are there any issues which can be decided on the written record either by agreement of the parties or because there are no material facts in dispute?
- h. What is the agreed or suggested schedule for any document disclosures in addition to that required by the Statements of Claim and Defense?

- i.** Do you anticipate that any additional document disclosure is necessary, and, if so, state what documents are sought and the grounds that demonstrate “substantial need” sufficient to warrant additional disclosure and the suggested deadlines for such disclosure?
- j.** Will you offer witness statements for elements of your case or defense, and, if so, what are the suggested deadlines for exchange of statements, rebuttals and for providing notice regarding witnesses as provided in the Accelerated Rules?
- k.** Will you present expert testimony as part of your case or defense and, if so, what is the expected subject matter of the expert testimony, and what are the suggested deadlines for disclosure of any expert reports and expert witnesses?
- l.** Would you be willing to use a joint neutral expert appointed by the Arbitral Tribunal in place of separate party experts?
- m.** Are there witnesses who are not able to travel to the arbitration hearing and can they be presented by video conference or other suitable alternatives?
- n.** Are there any unusual circumstances that require special procedures to gather or preserve evidence necessary for the determination of the issues to be decided?
- o.** Are there any anticipated requests for interim relief and, if so, what are they and when do you suggest that they be considered by the Arbitral Tribunal?
- p.** Are there facts that can be stipulated to or other agreements such as the authentication and admission of exhibits that can be reached in order to shorten the proceeding?
- q.** What are the suggested order, manner and procedure for submission of any memoranda, and presenting proof, including the submission of written testimony in advance of the arbitration hearing?
- r.** Is a transcript of the arbitration hearing desired and, if so, what arrangements have you made for

contracting and paying for the record?

- s.** What would you suggest for time limits to be allocated to each party during arbitration hearing, including the procedure for keeping track of time at the hearing?
- t.** Given the anticipated schedule for the proceeding, what would you suggest for the manner and timing of requests for costs and counsel fees as part of the Award?
- u.** What is the date when you would like to receive the Award in this case?
- v.** Are there any other issues that the Arbitral Tribunal needs to address or matter that should be brought to the attention of the Arbitral Tribunal that may affect scheduling this arbitration proceeding?

Respectfully submitted on behalf of Claimant

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Respectfully submitted on behalf of Respondent

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## PRINCIPLES

CPR brings a distinct viewpoint to the field of domestic and international dispute resolution. Its tenets:

1. Most disputes are best resolved privately and by agreement.
2. Principals should play a key role in dispute resolution and should approach a dispute as a problem to be solved, not a contest to be won.
3. A skilled and respected neutral third party can play a critical role in bringing about agreement.
4. Efforts should first be made to reach agreement by unaided negotiation.
5. If such efforts are unsuccessful, resolution by a non-adjudicative procedure, such as mediation, should next be pursued. These procedures remain available even while litigation or arbitration is pending.
6. If adjudication by a neutral third party is required, a well-conducted arbitration proceeding usually is preferable to litigation.
7. During an arbitration proceeding the door to settlement should remain open. Arbitrators may suggest that the parties explore settlement, employing a mediator if appropriate.
8. Arbitration proceedings often can be conducted efficiently by the Arbitral Tribunal without administration by a neutral organization, or limiting the role of such an organization to assistance in arbitrator selection or ruling on challenges to arbitrators, if necessary.

**The Global Rules for Accelerated Commercial Arbitration reflect these principles.**



NOTES

