

THE CENTER FOR RESOLUTION OF DISPUTES

STANDARD ARBITRATION PROCEDURES

1. The arbitration will be held at the Center's offices, or at any location mutually selected by the parties and the Arbitrator.
2. After initial communication with the parties, the arbitrator will set the schedule for the following events, and confirm the schedule in writing:
 - (a) the dates for the organizational conference and the hearing;
 - (b) the date documents, reports and other information by way of discovery are due to be produced;
 - (c) the date pre-hearing statements are due to be delivered to the Arbitrator and the other parties;
 - (d) the date post-hearing arguments are due to be submitted following the closing of the hearing;
 - (e) the date the arbitration award will be made.
3. Additional retainer or retainers to cover the projected hours for the Arbitrator shall be paid equally by the parties by a selected deadline, or the proceedings shall be delayed until paid.
4. The presentation of the factual basis of the dispute will be by written stipulations, documents either under oath or identified and authenticated under oath, sworn testimony, and exhibits identified under oath. The rules of evidence shall not control the presentation of the factual basis. The Arbitrator shall have full discretion to decide all issues and questions arising throughout the arbitration (including, but not limited to discovery matters, compulsion of witnesses, exchange and production of evidence) excepting only those matters to which the Arbitrator and the parties have agreed or shall agree in writing.
5. A record of the proceedings shall be kept by the Arbitrator in the form of the attached "Record of Proceedings." Unless the parties and the Arbitrator agree otherwise, all exhibits, stipulations and other documents shall be returned to the party that submitted them when the arbitration is completed.
6. No stenographic record will be made of the hearing, unless agreed by the parties or directed by the Arbitrator. If a stenographic record is made, the parties shall share the cost thereof.
7. The parties will pay their own costs and will pay their pro rata share of the Center's fee.
8. Each party may be represented by counsel, whose presence and authority will be noted in the record of the arbitration. No persons other than the parties, their counsel, the witnesses (if not separated), and a stenographer (if provided under Paragraph 6) shall attend the hearing.

9. All matters disclosed during the course of the arbitration will be held in strict confidence by the parties, the Arbitrator and the Center's personnel.
10. Communications between the parties may be by word of mouth, telephone, fax, or written documents, but all communications to or from the Arbitrator that relate to or concern the substance or the procedure of the arbitration shall be made or immediately confirmed in writing and copies shall be served on all parties or their counsel.
11. The Arbitrator will disclose to the parties any interest, relationship or circumstances likely to affect impartiality or to create an appearance of bias or impartiality.
12. No changes will be made in the definition of the issues in dispute or the agreed arbitration procedures unless in writing signed by the parties and the Arbitrator.
13. The award will be made on the attached form marked "AWARD" and will be mailed to the parties and their counsel. It may grant any remedy or relief that the Arbitrator deems just and equitable to resolve the issues in dispute, without stating findings of fact or conclusions of law, or other rationale.