## ARBITRATION RULES OF PROCEDURE

This program is designed to provide low cost arbitration services to disputing parties. The program is offered by the *Center for Dispute Resolution & Conflict Management* educational department as a public service and as a practicum for students and graduates interested in learning and practicing arbitration. The students are supervised by experienced arbitrators and the program is managed by *SMU Legacy Mediation & Conflict Resolution Services*.

Listed below are standard procedures for arbitrating disputes between parties. These procedures are intentionally brief and informal and are meant to provide resolution of disputes fairly, quickly, and inexpensively.

### 1. What is Arbitration?

Arbitration is the voluntary submission of a dispute to an impartial person (arbitrator) for final and binding determination.

## 2. Exclusion of Liability

Neither SMU nor any arbitrator or student is a necessary party in judicial proceedings relating to the arbitration. Neither SMU nor any arbitrator or student shall be liable to any party for any error, act, or omission in connection with any arbitration conducted under these procedures.

#### 3. Selection of Arbitrators

Arbitrators will be graduate students with at least 200 hours of training, alumni, faculty, or experienced arbitrators and will be assigned to the arbitration by the arbitration center Administrator after the case is scheduled.

#### 4. Disclosure

Any person appointed or to be appointed as an arbitrator shall disclose to SMU and the parties circumstances likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.

### 5. Initiation of Arbitration

Parties to any existing dispute may commence arbitration under these rules by completing and signing the Arbitration Intake Form. It shall contain a statement of the nature of the dispute, the names and addresses of all parties, any claims and counterclaims, the amount involved, if any, and the remedy sought.

### 6. Date, Time and Place of Hearing

The arbitration center Administrator shall set the date and time for the hearing based on availability of the arbitration center and the parties. 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 arbitration shall take place at SMU Legacy Mediation & Conflict Resolution Services. One or more parties may appear by telephone upon agreement of all parties. The SMU Legacy Arbitration Center is the convening authority and scheduler and will forward initial documents and communication to the arbitrator.

# 7. Preliminary Hearing

If determined to be necessary by the arbitrator, one or more telephonic preliminary hearings may be scheduled and conducted.

# 8. Conduct of Proceedings

- a. The claimant shall present evidence to support its claim. The respondent shall then present evidence to support its defense. Witnesses for each party shall submit to questions from party representatives and from the arbitrator. The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.
- b. The Arbitrator, exercising his or her own discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the

parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

- c. The parties may agree to waive oral hearings.
- d. Exhibits may, when offered by either party, be received in evidence by the arbitrator. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.
- e. The arbitrator may vary the normal procedure under which the initiating party first presents its claim, but in any case shall afford full and equal opportunity to all parties for the presentation of relevant proofs.
- f. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
- g. Generally, the hearing shall not exceed one day.

# 9. Exchange of Information/Exhibits

- a. At the request of any party or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct:
  - i. The production of documents and other information and,
  - ii. The identification of any witnesses to be called.
- b. At least five business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing.
- c. The arbitrator is authorized to resolve any disputes concerning the exchange of information.
- d. Documentary or photographic exhibits may be submitted in advance to the arbitration center.

## 10. Representation

Any party may be represented by legal counsel or other non-lawyer representative. A party intending to be so represented shall indicate the name and address of the representative.

#### 11. Guest Attendants

Students in the Dispute Resolution educational program may observe the arbitration and will be bound by the same confidentiality requirements as the parties. Other guests will only be allowed by consent of all parties and the arbitrator.

#### 12. Oaths

The arbitrator may require witnesses to testify under oath.

## 13. No Stenographic Record

There shall be no stenographic record of the proceedings. The arbitrator may tape record the proceedings.

#### 14. Evidence

- a. The parties may offer such evidence as is relevant to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent, in default, or has waived the right to be present.
- b. The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant.

#### 15. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been compiled with, and who fails to state an objection in writing shall be deemed to have waived the right to object.

### 16. Briefs

There shall be no prehearing or post hearing briefs.

# 17. Closing of Hearings

The arbitrator shall inquire of all parties whether they have any further proof to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearings closed.

#### 18. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties, no later than ten days from the date of closing the hearing.

#### 19. Form of Award

Any award shall be in writing and signed by the arbitrator. The award shall consist of the arbitrator's decision only, unless the parties have agreed in advance that the arbitrator shall include the reasons for the decision.

# 20. Scope of Award

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.

### 21. Clarification/Correction of Award

One or both parties may request the arbitrator to clarify the decision for purposes of understanding, or to correct a mistake of fact such as a date, or error such as a miscalculation. The arbitrator will not entertain attempts to change the substance of the decision.

## 22. Expenses

The program is intended to be low cost. Arbitrator fees are waived. An administrative fee of \$100 per party will be required to reserve the date for arbitration. The expenses of witnesses and/or documents for either side shall be paid by the party producing such documents.

## 23. Agreement of Parties

Unless contractual arbitration rules are in place that are performable by the arbitrator and arbitration center, the parties shall be deemed to have made these rules a part of their arbitration agreement. The parties, by written agreement, may vary the procedures set forth in these rules.