Wisconsin *Ad Hoc* Arbitration Rules

INTRODUCTION

These Rules are intended to facilitate the speedy and efficient resolution of business and commercial disputes. They offer a fair, expeditious, private and cost-conscious process. They also contain protections intended to avoid erosion of parties' rights, while enabling arbitrators to control the process appropriately. Modification of the Rules by the parties is permitted, with the consent of the presiding arbitrator.

MODEL CONTRACTUAL PROVISIONS

These Rules may be adopted by using the following provisions, with such modifications as the parties may agree.

Pre-Dispute Clause

"Any dispute arising out of or relating to this contract, including the making, breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the Wisconsin Ad Hoc Arbitration Rules (the "Rules"), in the form in effect on the date of this agreement, by one neutral arbitrator to be appointed by agreement of the parties, unless the parties select the following option by affirmatively placing an "x" in the box below:

□ *three neutral arbitrators, of whom each party shall appoint one, with the third to be selected as provided in the Rules.*

The arbitration shall be governed by the Wisconsin Arbitration Act, ch. 788, Stats., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be _____ [insert city, state, if desired]."

Existing Dispute Submission Agreement

"We, the undersigned parties, hereby agree to submit to arbitration in accordance with the Wisconsin Ad Hoc Arbitration Rules (the "Rules"), in effect on the date of this agreement, the following dispute: [Describe briefly] _____ . We further agree that this dispute shall be submitted to one neutral arbitrator to be appointed by agreement of the parties, unless the parties select the following option by affirmatively placing an "x" in the box below:

□ *three neutral arbitrators, of whom each party shall appoint one, with the third to be selected as provided in the Rules.*

We further agree that we shall faithfully observe this agreement and the Rules and that we shall abide by and perform the award rendered by the arbitrator(s). The arbitration shall be governed by the Wisconsin Arbitration Act, ch. 788, Stats., and judgment upon the award may be entered

by any court having jurisdiction thereof. The place of arbitration shall be _____ [insert city, state, if desired].”

A. GENERAL

Rule 1: Scope of Application to Construction Disputes

1.1 Where the parties to a contract or a dispute submission agreement have provided for arbitration under these Rules, they shall be deemed to have made these Rules, as they may have been modified by agreement of the parties, a part of their arbitration agreement. Unless the parties otherwise agree, these Rules, and any amendment thereof, shall apply in the form in effect at the time the arbitration agreement is made.

1.2 These Rules shall govern the arbitration except that where any of these Rules is in conflict with a mandatory provision of applicable arbitration law, that provision of law shall prevail.

1.3 The intent of the Rules is to avoid delay in constitution of the arbitral Tribunal (“Tribunal”) and then provide for avoidance of unfairness to responding parties that might arise from strict enforcement of time limits on responses by allowing the Tribunal discretion to establish at the Pre-hearing Conference the date of the beginning of the 100-day arbitral process contemplated by the Rules. Once that date has been established, the Rules are intended to require that the disputes being arbitrated be brought to hearing within 60 days. Thereafter, the intent is that the hearing be concluded within 30 days and an award rendered not later than 10 days from the close of hearing. The parties may agree to alter these durations, and the Tribunal may, but will not ordinarily, do so on its own motion or at the request of less than all the parties. Parties adopting these Rules should ensure in advance that their representatives are capable of and committed to compliance with the Rules. For guidance to the parties and the Tribunal, and subject to the extension of time provisions herein, application of these Rules will normally result in the following timeline for the arbitral process, when the parties have decided to use three neutral arbitrators of whom each party or group of parties shall appoint one, with the third to be appointed by agreement of the first two appointees.

Calculated by Business Days

Day 1: Notice of Arbitration, Statement of Claim and Nomination of Arbitrator by Claimant

Day 10: Nomination of Arbitrator by Respondent

Day 15: Third Arbitrator Agreed and Named

Day 20: Statement of Defense and any Counterclaim or Respondent’s Motion to Expand Time (under Rule 3.6)

Day 25: Pre-hearing Conference of Parties with Tribunal, Determination of Time

to Commence the 100-Day Period and Interim Deadlines Established.

Calculated by Calendar Days except Where Noted

From the Date of Commencement of the 100-Day Period:

60 Days: All Discovery Complete and All Pre-hearing Submissions Filed

90 Days: Hearing Complete

100 Days: Award Rendered (Business Days Apply to Award Time Frame)

Rule 2: Permissible Forms of Notice and Time Period Calculations

2.1 Notices or other communications required under these 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 by certified or registered mail, e-mail, courier, telex, facsimile transmission, or any other means that provides a record thereof. Unless the original transmission of notices or communications was made by e-mail, 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 these Rules.

2.2 Time periods specified by these Rules or established by the Tribunal shall start to run on the day following the day when a notice or communication is received, unless the Tribunal shall specifically provide otherwise. If the last day of such period is an official holiday or a non-business day at the place where the notice or communication is received, the period is extended until the first business day which follows. Unless otherwise noted, all time periods of 10 days or less shall be calculated in business days. All other time periods shall be calculated using consecutive calendar days.

Rule 3: Commencement of Arbitration

3.1 The party commencing arbitration (the "Claimant") shall transmit to the other party (the "Respondent") a Notice of Arbitration and a Statement of Claim.

3.2 The arbitration shall be deemed commenced as to any Respondent on the date on which the Notice of Arbitration is received by the Respondent.

3.3 Notice of Arbitration shall include in the text or in attachments thereto:

a. The names, descriptions and addresses of the parties and the name, address, phone and fax of counsel, including e-mail addresses for parties and counsel;

b. A demand that the dispute be referred to arbitration pursuant to these Rules;

c. The text of the arbitration clause or the arbitration submission agreement that is involved;

d. The name, address and curriculum vitae of the arbitrator to be appointed by the Claimant, if any;

e. Any disclosure required under Rule 6.4.

3.4 The Statement of Claim shall include:

a. A detailed statement of the Claimant's claim including all facts to be proved;

b. The legal authorities relied upon by Claimant;

c. The names of the expert witnesses Claimant intends to present together with *curricula vitae* and a summary of the opinion testimony to be offered;

d. The names of the witnesses other than expert witnesses Claimant intends to present, together with a summary of the proposed testimony of each.

3.5 Within 10 days after receipt of the Notice of Arbitration, the Respondent shall deliver to the Claimant the name, address and curriculum vitae of the arbitrator appointed by the Respondent, together with disclosures required under Rule 6.4.

3.6 Within 20 days after receipt of the Notice of Arbitration, the Respondent shall deliver to the Claimant a Statement of Defense responsive in form and substance to all elements of the Statement of Claim. Where Respondent has good cause for its inability to abide by the 20-day period for delivery of its Statement of Defense, Respondent may substitute a motion, filed within the same 20-day period, to establish a later deadline and the Tribunal shall set at the Pre-hearing Conference the time for delivering the Statement of Defense. Failure to deliver either a Statement of Defense or a motion to establish a later deadline shall not delay the arbitration; in the event of such failure, all claims set forth in the Statement of Claim shall be deemed denied.

3.7 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.

3.7.1 If a Counterclaim is asserted, the Claimant shall have until the time established by the Tribunal at the Pre-hearing Conference to deliver to the Respondent a Reply to Counterclaim responsive in form and substance to all elements of the Statement of Counterclaim. Failure to deliver a Reply to Counterclaim shall not delay the arbitration; in the event of such failure, all Counterclaims shall be deemed denied.

3.8 Claims or Counterclaims within the scope of the arbitration agreement may be freely added or amended prior to the establishment of the Tribunal, and thereafter with the consent of the Tribunal. Amended Statements of Defense or Replies to Amended Claims or Amended

Counterclaims shall be delivered within 10 days after the addition or amendment or at the direction of the Tribunal.

Rule 4: Representation

4.1 Each party may be represented by legal counsel and by a party representative of its choice.

4.2 Each party shall promptly communicate the name, address and official function of its representative in writing to the other party in the Statement of Claim and Statement of Defense and to the Tribunal.

B. THE TRIBUNAL

Rule 5: Selection of Arbitrator(s) by the Parties

5.1 Unless otherwise agreed by the parties, the Tribunal shall consist of one neutral arbitrator appointed jointly by the parties. In the event that the parties agree to proceed with three neutral arbitrators, one appointed by each of the parties and a third arbitrator, the panel of three arbitrators shall constitute the Tribunal. In that event, within 5 days after the appointment of the second arbitrator, the two party-appointed arbitrators shall appoint the third arbitrator, who shall chair the Tribunal.

5.2 Where the arbitration agreement entitles each party to appoint an arbitrator but there is more than one Claimant or Respondent, one arbitrator shall be appointed by the group of Claimants and one arbitrator shall be appointed by the group of Respondents.

Rule 6: Qualifications, Challenges and Replacement of Arbitrator(s)

6.1 Unless otherwise agreed by the parties, each arbitrator shall be independent and impartial.

6.2 Each arbitrator shall expressly represent to the parties within 2 days of appointment that he or she has the time available to devote to the expeditious process and time periods for Pre-hearing Conference, discovery, hearing and award contemplated by these Rules and to facilitate the expedition contemplated in these Rules.

6.3 By accepting appointment, each arbitrator shall be deemed to be bound by these Rules and any modification agreed to by the parties.

6.4 Each arbitrator shall disclose in writing to the parties at the time of appointment, and promptly thereafter during the course of the arbitration, any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality, including facts as to bias, interest in the result of the arbitration, and past or present relations with a party, counsel or any witness.

6.5 No party or anyone acting on its behalf shall have any *ex parte* communications concerning any matter relating to the proceeding with any arbitrator or arbitrator candidate, except that a party may advise a candidate for appointment as its party-appointed arbitrator of the general nature of the case and discuss the candidate's qualifications, availability, and independence and impartiality with respect to the parties, and a party may confer with its party-appointed arbitrator regarding the selection of the chair of the Tribunal.

6.6 Any arbitrator subject to the requirements of Rule 6.1 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.

6.7 A party may challenge an arbitrator only by a notice in writing to the Tribunal and the other party, given no later than 2 days after the challenging party (i) receives notification of the appointment of that arbitrator, or (ii) becomes aware of the circumstances specified in Rule 6.6, whichever shall last occur. The notice shall state the reasons for the challenge with specificity.

6.8 When an arbitrator has been challenged by a party, the other party may agree to the challenge or the arbitrator may voluntarily withdraw. Neither of these actions implies acceptance of the validity of the challenge.

6.9 When an arbitrator is challenged by a party, the non-challenging party and each member of the Tribunal shall have an opportunity to comment on the challenge during a 5-day period. All deadlines established by these Rules or the Tribunal shall be extended day-for-day until the challenge has been decided.

6.10 In the event of the death, resignation or successful challenge of an arbitrator not appointed by a party, a substitute arbitrator shall be selected pursuant to the procedure by which the arbitrator being replaced was selected. In the event of the death, resignation or successful challenge of an arbitrator appointed by a party, that party may appoint a substitute arbitrator within 5 days from the date on which it becomes aware that the opening arose.

6.11 In the event that an arbitrator fails to act or is *de jure* or *de facto* prevented from duly performing the functions of an arbitrator, the procedures provided in Rule 6.10 shall apply to the selection of a replacement.

6.12 If the chair of the Tribunal is replaced, the successor shall decide the extent to which any hearings held previously shall be repeated. If any other arbitrator is replaced, the Tribunal in its discretion may require that some or all prior hearings be repeated.

Rule 7: Challenges to the Jurisdiction of the Tribunal

7.1 The Tribunal shall have the power to hear and determine challenges to its jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

7.2 The Tribunal shall have the power to determine the existence, validity or scope of the contract from which the dispute arises. 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. Invalid or illegal provisions of the arbitration clause may be severed from the arbitration provision if such severance will permit the arbitration to proceed without the offending provisions.

7.3 Challenges to the jurisdiction of the Tribunal, except those based on the award itself, shall be made not later than the time for serving the Statement of Defense, or, with respect to a Counter-claim, the Reply to the Counterclaim; provided, however, that if a Claim or Counterclaim is later added or amended such a challenge may be made not later than the response to such added or Amended Claim or Counterclaim.

C. PRE-HEARING CONFERENCE AND CONDUCT OF ARBITRAL PROCEEDINGS

Rule 8: General Provisions

8.1 Subject to these Rules, the Tribunal may conduct the arbitration in such manner as it shall deem appropriate to assure fundamental fairness. Where the Tribunal consists of three members, the chair shall be responsible for the organization of arbitral conferences and hearings and other arrangements with respect to the functioning of the Tribunal.

8.2 The proceedings shall be conducted in an expeditious manner. In setting time limits, the Tribunal should bear in mind its obligation to manage the process firmly in order to complete proceedings as economically and expeditiously as possible and to attempt to enforce the time frames for the Pre-hearing Conference, for discovery, and for the arbitration hearing and award. The Tribunal is empowered to impose other time limits it considers reasonable on each phase of the proceeding.

8.3 The Tribunal shall hold an initial Pre-hearing Conference for the planning and scheduling of the proceeding within 5 days after the Tribunal has been appointed. In the discretion of the Tribunal, Pre-hearing Conferences may be conducted via telephonic conference. Representatives of all the parties shall attend Pre-Hearing Conferences. The objective of the Initial Pre-Hearing Conference shall be to discuss all elements of the arbitration with a view to planning for its future conduct and maintaining the time limits within these Rules. The Tribunal shall designate the date for commencement of the 100 day period. Matters to be considered in the Initial Pre-hearing Conference will ordinarily include, *inter alia*, the following:

a. Determination of the time allocated to each party for the presentation of its case, cross examination and rebuttal at the arbitral hearing, including the time to conduct cross examination regarding testimony presented in written form.

b. Determination of permissible time frames, and the means and manner of discovery pursuant to Rule 10.

c. Determination of the time frame for filing of motions and responses thereto, for requests for subpoenas, for requests for interim relief and for submission and response times for memoranda in support thereof.

d. Bifurcation or other separation of issues in the arbitration, and the desirability and practicability of consolidating the arbitration with any other proceeding.

e. The need for and type of record of conferences and hearings, including the need for transcripts; the mode, manner and order for presenting proof; how expert testimony should be presented; and the necessity for any on-site inspection by the Tribunal.

f. Means for early identification and narrowing of the issues in the arbitration.

g. The possibility of stipulations of fact and admissions by the parties, as well as simplification of document authentication.

h. The possibility of appointment of a neutral expert by the Tribunal, with the consent of the parties.

i. The possibility of the parties engaging in settlement negotiations, with or without the assistance of a mediator.

After the initial Pre-hearing Conference, further pre-hearing or other conferences may be held as the Tribunal deems appropriate while being mindful of the expedition intended by these Rules.

8.4 In order to define the issues to be heard and determined, the Tribunal may, *inter alia*, make pre-hearing orders and instruct the parties to file more detailed statements of claim and of defense and pre-hearing memoranda.

8.5 Unless the parties agree upon the place of arbitration, the Tribunal shall fix the place of arbitration based upon the contentions of the parties and the circumstances of the arbitration. The award shall be deemed made at such place. The Tribunal may conduct meetings and hold hearings wherever it deems appropriate. To enforce subpoenas to give evidence, any member designated by the Tribunal may conduct a hearing at any necessary location.

Rule 9: Applicable Law(s) and Remedies

9.1 The Tribunal shall apply the substantive law(s) or rules designated by the parties as applicable to the dispute. Failing such a designation by the parties, the Tribunal shall apply such law(s) or rules of law as it determines to be appropriate having in mind the venue of the underlying events and the place of hearing.

9.2 Subject to Rule 9.1, in arbitrations involving the application of contracts, the Tribunal shall decide the issues in accordance with the terms of the contract.

9.3 The Tribunal may grant any remedy or relief, including but not limited to specific performance of a contract, which is within the scope of the agreement of the parties and permissible under the applicable law(s) or rules of law.

9.4 The Tribunal may award such pre-award and post-award interest, simple or compound, as it considers appropriate, taking into consideration the contract and applicable law.

Rule 10: Discovery

10.1 At the request of any party, the Tribunal shall order the exchange of relevant and material documents not included with the Statement of Claim, Statement of Defense, Counterclaim or Reply.

10.2 The Tribunal may require and facilitate such other discovery as it deems appropriate in the circumstances, taking into account the needs of the parties and the desirability of making discovery expeditious and cost-effective.

10.3 All discovery should be completed within the 60 days after the Tribunal orders commencement of the 100-day period.

10.4 The Tribunal may issue orders to protect the confidentiality of privileged matter, proprietary information, trade secrets and other sensitive information.

10.5 The Tribunal may exclude the introduction of any documents at the arbitration hearing that should have been but were not exchanged by the parties within the time frames established by these Rules.

Rule 11: Evidence and Hearings

11.1 The Tribunal shall determine the manner in which the parties shall present their cases taking due account of the time frame for the arbitration hearing and award. Unless otherwise determined by the Tribunal or agreed by the parties, the presentation of a party's case may include the submission of a pre-hearing memorandum including the following elements:

a. A statement of facts;

b. A statement of each claim being asserted;

c. A statement of the applicable law and authorities upon which the party relies;

d. A statement of the relief requested, including the basis for any damages claimed; and

e. A statement of the nature and manner of presentation of the evidence, including the name, capacity and subject of testimony of any witnesses to be called and an estimate of the time required for each witness's direct testimony.

11.2 If either party so requests or the Tribunal so directs, a hearing shall be held for the presentation of evidence and oral argument. Testimony may be presented in written and/or oral form as the Tribunal may determine is appropriate. The Tribunal is not required to apply the rules of evidence used in judicial proceedings, provided, however, that the Tribunal shall apply the lawyer-client privilege and the work product doctrine. The Tribunal shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.

11.3 The Tribunal may require the parties to produce evidence in addition to that initially offered. It may also appoint neutral experts whose testimony shall be subject to cross-examination and rebuttal.

11.4 The Tribunal shall determine the manner in which witnesses are to be examined. If testimony is presented in written form, the Tribunal shall provide a right to cross examination regarding such testimony.

11.5 The Tribunal shall have the right to exclude witnesses, other than party representatives as provided in Rule 4.1, from hearings during the testimony of other witnesses.

11.6 The Tribunal, in the interest of achieving the time limits in these Rules, may do any of the following at any time:

a. order submission of other material to be done in writing or electronically;

b. take the initiative in ascertaining the facts and the law;

c. direct the manner in which the time at the hearing is to be allocated;

d. limit or specify the number of witnesses and/or experts to be heard orally;

e. order questions to witnesses or experts to be put and answered in writing;

f. conduct the questioning of witnesses or experts itself;

g. require two or more witnesses and/or experts to give their evidence together;

h. require the attendance of the parties themselves at hearings or conferences.

Rule 12: Interim Measures of Protection

12.1 At the request of a party, which shall be made at or before the initial Pre-hearing Conference or thereafter upon discovery that significant assets are being dissipated by a party, the Tribunal may take such interim measures as it deems necessary, including measures for the preservation of assets, the conservation of goods or the sale of perishable goods. The Tribunal may require appropriate security as a condition of ordering such measures.

12.2 A request for interim measures by a party to a court will be deemed compatible with the agreement to arbitrate and not a waiver of that agreement.

Rule 13: The Award

13.1 The Tribunal may make final, interim, interlocutory and partial awards. With respect to any interim, interlocutory or partial award, the Tribunal may state in its award whether or not it views the award as final for purposes of any judicial proceedings in connection therewith.

13.2 All awards shall be in writing, and, if requested by a party at or before the initial Pre-Hearing Conference, shall briefly state the essential reasoning on which the award rests. The award shall be deemed to be made at the seat of arbitration and shall contain the date on which the award was made. The award shall be made and signed by at least a majority of the arbitrators.

13.3 A member of the Tribunal who does not join in an award may issue a dissenting opinion. Such opinion shall not constitute part of the award.

13.4 Executed copies of awards and of any dissenting opinion shall be delivered to the parties by the Tribunal.

13.5 Within 10 days after receipt of the award, either party, with notice to the other party, may request the Tribunal to clarify the award; to correct any clerical, typographical or computation errors, or any errors of a similar nature in the award; or to make an additional award as to claims or counterclaims presented in the arbitration but not determined in the award. The Tribunal shall make any clarification, correction or additional award requested by either party that it deems justified within 10 days after receipt of such a request. Within 15 days after delivery of the award to the parties or, if a party requests a clarification, correction or additional award, within 10 days after receipt of such a request, the Tribunal may make such corrections and additional awards on its own initiative as it deems appropriate. All clarifications, corrections, and additional awards shall be in writing, and the provisions of this Rule 13 shall apply to them.

13.6 Unless the parties have otherwise agreed in writing, the award shall be final and binding on the parties upon the expiration of the time periods provided in Rule 13.5, and the parties will undertake to carry out the award without delay. If an interpretation, correction or additional award is requested by a party, or a correction or additional award is made by the Tribunal on its own initiative as provided in Rule 13.5, the award shall be final and binding on the parties when such clarification, correction or additional award is made by the Tribunal or upon the expiration of the time periods provided in Rule 13.5 for such clarification, correction or additional award to be made, whichever is earlier.

13.7 Subject to the discretion of the Tribunal, the arbitral hearing shall be commenced promptly after the completion of the discovery period, and the dispute shall be submitted to the Tribunal for decision within 30 days after the commencement of the arbitral hearing. The final award should be rendered within 10 days thereafter. The Tribunal shall sit whenever possible on consecutive business days during the 30-day hearing period.

13.8 The parties may make submissions on costs, and, if applicable, attorneys' fees, to the Tribunal not later than the close of the arbitral hearing, and the Tribunal may include in its award an allocation of the costs of the arbitration.

D. MISCELLANEOUS

Rule 14: Failure to Comply with Rules

14.1 Whenever a party fails to comply with these Rules, or any order of the Tribunal pursuant to these Rules, in a manner deemed material by the Tribunal, the Tribunal may impose a remedy it deems just, including an award on default, imposition of monetary sanctions, or an order establishing a reasonable period of time for compliance. Prior to entering an award on default, the Tribunal shall require the non-defaulting party to produce evidence and legal argument in support of its contentions. The Tribunal may receive such evidence and argument without the defaulting party's presence or participation.

Rule 15: Costs

15.1 Each arbitrator shall be compensated on a reasonable basis determined at the time of appointment for serving as an arbitrator and shall be reimbursed for any reasonable travel and other expenses. The compensation for each arbitrator should be fully disclosed to all Tribunal members and parties.

15.2 The Tribunal shall fix the costs of arbitration in its award. The costs of arbitration include:

a. The fees and expenses of members of the Tribunal;

b. The costs of expert advice and other assistance engaged by the Tribunal;

c The travel and other expenses of witnesses to such extent as the Tribunal may deem appropriate;

d. The costs for legal representation and assistance and experts incurred by a party to such extent the Tribunal deems appropriate or the parties have agreed;

e. The costs of a transcript of the whole or any part of the proceedings;

f. The costs of meeting and hearing facilities; and

g. Other incidental expenses or fees attendant to the arbitration.

15.3 The Tribunal may 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, including dilatory behavior, and the result of the arbitration.

15.4 The Tribunal may request each party to deposit an appropriate amount as an advance for the costs referred to in Rule 15.2, except those specified in 15.2(d); 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 a manner as the Tribunal may deem appropriate.

15.5 If the requested deposits are not paid in full within 10 days after receipt of such a request, the 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 Tribunal may suspend or terminate the proceeding.

15.6 After the proceeding has been concluded, the Tribunal shall return any unexpended balance to the parties from deposits made, as may be appropriate.

Rule 16: Confidentiality

16.1 Unless the parties agree otherwise, the parties and the arbitrators shall treat the proceedings, and any related discovery materials and the decisions of the Tribunal as confidential, except in connection with judicial proceedings ancillary to the arbitration, such as a judicial challenge to, or enforcement of, an award, and unless otherwise required by law or to protect a legal right of a party. To the extent possible, all issues of confidentiality should be timely raised with and resolved by the Tribunal.

Rule 17: Settlement and Mediation

17.1 Any party may propose settlement negotiations to the other party at any time. The Tribunal may suggest that the parties explore settlement at such times as the Tribunal may deem appropriate.

17.2 With the consent of the parties, the Tribunal may, at any stage of the proceeding, adjourn the arbitration to permit mediation of the claims asserted in the arbitration by a mediator acceptable to the parties. Unless otherwise agreed by the parties, the mediator shall not be a member of the Tribunal.

17.3 If the parties agree to settlement negotiations or mediation during the proceeding, the deadlines under these Rules shall be extended day-for-day from the date of the request until a party informs the Tribunal that the proceeding should resume.

17.4 The Tribunal shall not be informed of any settlement offers or demands or other statements made during settlement negotiations or mediation between the parties, unless all parties consent.

Rule 18: Actions Against the Arbitrator(s)

18.1 No arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

Rule 19: Waiver

19.1 A party knowing of a failure to comply with any provision of these Rules, or any requirement of the arbitration agreement or any direction of the Tribunal, and neglecting to state its objections promptly, waives any objection thereto.

Rule 20: Interpretation of Rules

20.1 The Tribunal shall interpret and apply these Rules. When a difference arises among the arbitrators concerning the meaning or application of these Rules, it shall be decided by a majority vote.

Rule 21: Amendment of Rules

21.1 In the interests of justice, these Rules may be modified by agreement of the parties, with the consent of the Tribunal.