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The Arbitration clauses recommended by the Miami Maritime Arbitration Council.

A Sample Clause for Arbitration of Future Disputes

Any dispute, controversy, or claim arising from or relating to this contract or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of Procedure of the Miami Maritime Arbitration Council in effect at the commencement of the arbitration. The award shall be final and shall be enforceable by any Court having jurisdiction.

Submission of Existing Disputes

Where the contract does not contain an arbitration clause and the parties desire to submit to arbitration under the Rules and Procedure of the Miami Maritime Arbitration Council an existing dispute, it is recommended that they use the submission agreement which follows or consult with the Council in preparing an appropriate text for a submission to arbitration.

Submission Agreement

The undersigned hereby agree to submit to arbitration under the Rules of Procedure of the Miami Maritime Arbitration Council the following dispute: (describe briefly). We agree the award shall be final and shall be enforceable by any court having jurisdiction.

The Miami Maritime Arbitration Council

The Miami Maritime Arbitration Council has established, maintains, and administers a system for settlement, by arbitration or mediation, of maritime commercial disputes.

The Council provides service to parties who request mediation or arbitration in accordance with the Rules of the Council. Arbitrations are conducted by arbitrators who are specially selected by the parties or by the Council in accordance with its Rules of Procedure, utilizing existing panels of highly qualified individuals who render awards on the merits of disputes.

Organization

Additionally, the Council lends its good offices to mediation or resolution by other means of misunderstandings and trade disputes.

The Rules of Procedure printed in this text are the official rules of the Miami Maritime Arbitration Council as originally set forth in September of 1996 and modified by the Board. They have the substantive provisions of the UNCITRAL Arbitration Rules (developed by the United Nations Commission on International Trade Law and recommended by the General Assembly on December 15, 1976) and have been adapted to the institutional requirements of the Miami Maritime Arbitration Council.

Instructions for Proceeding Under the Rules

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever they have provided for arbitration by the Miami Maritime Arbitration Council or under its Rules.

When parties agree to arbitrate under these Rules or when they provide for arbitration by the Miami Maritime Arbitration Council and an arbitration is initiated thereunder, they thereby designate the Miami Maritime Arbitration Council the administrator of the arbitration. The authority and obligations of the administrator are prescribed in the agreement of the parties and in these rules.

A party who desires to initiate an arbitration should give a notice of arbitration to the other party or parties as described in Article 3 of the Rules of Procedure. The initiating party shall file with the Council at its office two copies of said notice, together with two copies of the contract or such parts thereof as relate to the dispute, including the arbitration provision. The Council shall give notice of such filing to the other party.

When a party initiates an arbitration under these Rules, the Council, and or the arbitrator(s) after appointment, shall provide administrative services to facilitate the conduct of the case. Such services include scheduling and making physical arrangements for hearings, issuing notices and orders when required, arranging fees of arbitrators, and performing other services.

These administrative services help to assure efficient handling of the necessary details of the arbitration.

A party may request the Council to appoint arbitrators in accordance with Articles 6 and 7 of the Rules of Procedure and to perform various other functions set forth in those rules.

A party who desires to communicate with the Council may do so through the Council's Executive Director at:

Miami Maritime Arbitration Council, Inc.
2601 SW 13th Avenue• Fort Lauderdale, Florida 33315
Telephone 954-523-1004

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Rules of Procedure**Section I****Introductory Rules****Scope of Application****Article 1**

Where the parties to a contract have agreed in writing that disputes in relation to that contract shall be referred to arbitration under the Miami Maritime Arbitration Council Rules of Procedure, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree in effect as of the commencement of the arbitration in writing.

Notice, Calculation of Periods of Time**Article 2**

1. For the purposes of these Rules, any notice, including a notification, communication, or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his/her habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Notice of Arbitration**Article 3**

1. The party initiating recourse to arbitration (hereinafter called the "claimant") shall give to the other party (hereinafter called the "respondent") a written notice of arbitration.
2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.
3. The notice of arbitration shall include the following:
 - (a) A demand that the dispute be referred to arbitration;
 - (b) The names and address of the parties;
 - (c) A reference to the arbitration clause or the separate arbitration agreement that is invoked;
 - (d) A reference to the contract or incident out of or in relation to which the dispute arises;
 - (e) The general nature of the claim and an indication of the amount involved, if any;
 - (f) The relief or remedy sought;
 - (g) A proposal as to the number of arbitrators (i.e., one or three), if parties have not previously agreed thereon.
4. The notice of arbitration may also include:
 - (a) The proposals for the appointment of a sole arbitrator referred to in Article 6, paragraph 1;
 - (b) The notification of the appointment of an arbitrator referred to in Article 7;
 - (c) The statement of claim referred to in Article 17.

Representation and Assistance**Article 4**

The parties may be represented by persons of their choice. The names and addresses of such persons must be communicated in writing to the other party.

Section II**Composition of the Arbitral Tribunal****Number of Arbitrators****Article 5**

If the parties have not previously agreed on a number of arbitrators (i.e., one or three), and if within fifteen days after the receipt by the respondent of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.

**Appointment of Arbitrators
(Articles 6 to 8)****Article 6**

1. If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons from Miami Maritime Arbitration Council's list of approved arbitrators, one of whom would serve as the sole arbitrator.
2. If within thirty days after receipt by a party of a proposal made in accordance with paragraph 1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the Miami Maritime Arbitration Council.
3. The Miami Maritime Arbitration Council shall, at the request of one of the parties, appoint the sole arbitrator as promptly as possible. In making the appointment the Miami Maritime Arbitration Council shall use the following list-procedure, unless both parties agree that the list-procedure should not be used or unless the Miami Marine Arbitration Council determines in its discretion that the use of the list-procedure is not appropriate for the case:
 - (a) At the request of one of the parties the Miami Maritime Arbitration Council shall communicate to both parties an identical list containing at least three names;
 - (b) Within fifteen days after the receipt of this list, each party shall return the list to the Miami Maritime Arbitration Council after having deleted the name or names to which he objects and numbered the remaining names on the list in the order of his preference;
 - (c) After the expiration of the above period of time the Miami Maritime Arbitration Council shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;
 - (d) If for any reason the appointment cannot be made according to this procedure, the Miami Maritime Arbitration Council may exercise its discretion in appointing the sole arbitrator.
4. In making the appointment, the Miami Maritime Arbitration Council shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator.

Article 7

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator from the Miami Maritime Arbitration Council's list of approved arbitrators, who will act as the presiding arbitrator of the tribunal.
2. If within thirty (30) days after the receipt of a party's notification of the appointment of an arbitrator, the other party has not notified the first party of the arbitrator he has appointed, the first party may request the Miami Maritime Arbitration Council to appoint the second arbitrator.
3. If within thirty (30) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the Miami Maritime Arbitration Council in the same way as a sole arbitrator would be appointed under Article 6.

Article 8

1. When the Miami Maritime Arbitration Council is requested to appoint an arbitrator pursuant to Article 6 or Article 7, the party which makes the request shall send to the Miami Maritime Arbitration Council a copy of the notice of arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The Miami Maritime Arbitration Council may require from either party such information as it deems necessary to fulfill its function.
2. Where the names of one or more persons are proposed for appointment as arbitrators, their full names and addresses shall be indicated, together with a description of their qualifications.

Challenge of Arbitrators (Articles 9 to 12)

Article 9

A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the parties unless they have already been informed by him of these circumstances.

Article 10

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Article 11

1. A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned in Articles 9 and 10 became known to that party.
2. The challenge shall be sent to the other party, to the arbitrator who is challenged and to the

other members of the arbitral tribunal. The notification shall be in writing and shall state the reasons for the challenge.

3. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his/her office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases the procedure provided in Article 6 or 7 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Article 12

1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made by the Miami Maritime Arbitration Council.
2. If the Miami Maritime Arbitration Council sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Articles 6 to 8.

Replacement of an Arbitrator

Article 13

1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 6 to 8 that was applicable to the appointment or choice of the arbitrator being replaced.
2. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in the preceding article shall apply.

Repetition of Hearings in the Event of the Replacement of an Arbitrator

Article 14

If under Articles 11 to 13 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitral tribunal.

Section III

Arbitral Proceedings

General Provisions

Article 15

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that any stage of the proceedings each party is given a full opportunity of presenting his case.
2. If either party so requests at any stage of the proceedings, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.
3. All documents or information supplied to the arbitral tribunal by one party shall at the same time be communicated by that party to the other party.

Place of Arbitration

Article 16

1. Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration.
2. The arbitral tribunal may meet at any place it deems appropriate for the inspection of property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection.
3. The award shall be made at the place of arbitration.

Statement of Claim

Article 17

1. Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the arbitral tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration

agreement if not contained in the contract, shall be annexed thereto.

2. The statement of claim shall include the following particulars:
 - (a) The names and addresses of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;
 - (d) The relief or remedy sought. The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

Statement of Defense

Article 18

1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of defense in writing to the claimant and to each of the arbitrators.
2. The statement of defense shall reply to the particulars (b), (c) and (d) of the statement of claim (Article 17, paragraph 2). The respondent may annex to the statement the documents on which he/she relies for the defense or may add a reference to the documents or other evidence to be submitted.
3. In the statement of defense, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.
4. The provisions of Article 17, paragraph 2 shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Amendments to the Claim or Defense

Article 19

During the course of arbitral proceedings either party may amend or supplement the claim or defense unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.

Pleas as to the Jurisdiction of the Arbitral Tribunal

Article 20

1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.
2. The arbitral tribunal shall have the power to determine the existence or validity of the contract of which an arbitration clause forms a part. For the purposes of Article 20, an arbitration clause which forms part of a contract and which provides for arbitration under these rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.
3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defense or, with respect to a counter-claim, in the reply to the counter-claim.
4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.

Further Written Statements

Article 21

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defense, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

Periods of Time

Article 22

The periods of time fixed by the arbitral tribunal for the communication of written statements (including the statement of claim and statement of defense) should not exceed forty-five days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

Evidence and Hearings (Articles 23 and 24)

Article 23

1. Each party shall have the burden of proving the facts relied on to support his/her claim or defense.
2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in the statement of claim or statement of defense.
3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.

Article 24

1. In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. If witnesses are to be heard, at least fifteen days before the hearing each party shall communicate to the arbitral tribunal and to the other party the names and addresses of the witnesses he/she intends to present, and the subject upon which such witnesses will give their testimony.
3. The arbitral tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least fifteen days before the hearing.
4. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.
5. Evidence of witnesses may also be presented in the form of written statements signed by them.
6. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Interim Measures of Protection**Article 25**

1. At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute, including measures for the preservation of the property forming the subject matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.
2. Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.
3. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Default**Article 26**

1. If, within the period of time fixed by the arbitral tribunal, the claimant has failed to communicate his/her claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the arbitral tribunal, the respondent has failed to communicate his/her statement of defense without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.
2. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the retirement of any witness or witnesses during the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

Closure of Hearings**Article 27**

1. The arbitral tribunal may inquire of the parties if they have any further proofs to offer or witnesses to be heard or submissions to make and, if there are none, may declare the hearings closed.
2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances,

decide, on its own motion or upon application of a party, to reopen the hearings at any time before the award is made.

Waiver of Rules

Article 28

A party who knows that any provisions of, or requirement under these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

Section IV, The Award

Decisions

Article 29

1. When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.

Form and Effect of the Award

Article 30

1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.
2. The award shall be made in writing and shall be final and binding on the parties. The parties shall carry out the award without delay.
3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
4. An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.
5. The award will be published unless the parties stipulate otherwise in writing.
6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.

Settlement or Other Grounds for Termination

Article 31

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to the parties. Where an arbitral award on agreed terms is made, the provisions of Article 30, paragraphs 2 and 4 to 6, shall apply.

Correction of the Award

Article 32

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.
2. Such corrections shall be in writing, and the provisions of Article 30, paragraphs 2 to 6, shall apply.

Additional Award

Article 33

1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.
3. When an additional award is made, the provisions of Article 30, paragraphs 2 to 6, shall apply.

Costs**(Articles 34 to 36)****Article 34**

The arbitral tribunal shall fix the costs of arbitration in its award. The term "costs" includes only:

- (a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with Article 39;
- (b) The travel and other expenses incurred by the arbitrators.

Article 35

1. The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.
2. Any party may at any time request the Miami Maritime Arbitration Council to furnish a statement setting forth the basis for establishing fees for arbitrators which is customarily followed in cases in which the Miami Maritime Arbitration Council appoints arbitrators. The arbitral tribunal in fixing its fees shall take any such information provided by the Miami Maritime Arbitration Council into account to the extent that it considers appropriate in the circumstances of the case.
3. The Miami Maritime Arbitration Council shall prescribe schedules setting forth the administrative fee, other service charges, and refunds. The schedule in effect at the time of initiating the arbitration shall be applicable.
4. The initial administrative fee shall be advanced by the claimant or claimants. Other administrative fees shall be advanced one half by the claimant and one half by the respondent.

Article 36

1. Except as provided in paragraph 2, the costs of arbitration shall in principal be borne equally by the parties. However, the arbitral tribunal may apportion each of such costs between the parties, if it determines that apportionment is reasonable, taking into account the circumstances of the case.
2. With respect to the costs of legal representation the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.
3. When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall fix the costs of arbitration referred to in Article 34 and Article 35, paragraph 1, in the text of that order or award.
4. Additional, reasonable fees may be changed by an arbitral tribunal for correction or completion of its award under Articles 32 and 33.

Deposit of Costs**Article 37**

1. The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in Article 34, paragraphs (a) and (b).
2. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
3. When a party so requests, the arbitral tribunal shall fix the amounts of any deposits or supplementary retirement of any witness or witnesses during the deposits only after consultation with the Miami Maritime Arbitration Council which may make any comments to the arbitral tribunal which it deems appropriate concerning the amount of such deposits and supplementary deposits.
4. If the required deposits are not paid in full within thirty days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

5. After the award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Exclusion of Liability

Article 38

Except in respect of deliberate wrongdoing, the arbitrator and the Council shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

Confidentiality

Article 39

Subject to the provisions of Article 35 and except to the extent necessary in connection with a court challenge to the arbitration or an action for enforcement of an award, no information concerning an arbitration may be unilaterally disclosed by a party to any third party unless it is required to do so by law or by a competent regulatory body, and then only

- (a) by disclosing no more than what is legally required, and
- (b) by furnishing to the Council and to the other party, if the disclosure takes place during the arbitration, or to the other party alone, if the disclosure takes place after the termination of the arbitration, details of the disclosure and an explanation of the reason for it.

Simplified Claims Procedure

Article 40

This section of the Miami Maritime Arbitration Council (MMAC) Rules of Procedure (the "Rules") is an integral part of the Rules and shall be deemed to govern those disputes described herein. Except as set forth in this

Section, Simplified Claims Procedures shall be governed by the Rules.

1. Should the amount claimed by each party not exceed \$25,000, exclusive of interest and attendant costs, then the resolution of the dispute shall be governed by this Section of the Rules.
2. Unless the parties agree on a sole arbitrator and notify MMAC thereof in writing within 15 (fifteen) days from the day the notice of arbitration is deemed to have been received by respondent, the MMAC shall appoint a sole arbitrator.
3. The sole arbitrator shall forthwith establish a schedule for submission of such documentary evidence as each party may wish to present. Either party may request a hearing, which may be granted at the discretion of the arbitrator, and the hearing shall not last more than one day.
4. The Award shall be issued within 30 days of the last submission or of the day of the hearing.
5. The fee of the sole arbitrator shall be up to \$250 per hour, not to exceed \$2,000 in total.

Administrative Fees

A filing fee of \$250 will be paid when a claim or counter claim is filed. An additional fee of \$75 for each day of hearings after the first day's hearing, or part thereof, shall be paid by each party as such day or days are scheduled.

An appropriate administrative fee will be determined by the Miami Maritime Arbitration Council for claims and counterclaims that are not for a monetary amount.

Postponement Fees

Sole-Arbitrator Cases

\$100 is payable by a party causing its first postponement of any scheduled hearing.

\$200 is payable by a party causing its second or subsequent postponement of any scheduled hearing.

Three-Arbitrator Cases

\$150 is payable by a party causing its first postponement of any scheduled hearing.

\$300 is payable by a party causing its second or subsequent postponement of any scheduled hearing.