

EMERGENCY

Arbitration Rules & Procedures, 2023

Effective January 30, 2023



MILES

MEDIATION & ARBITRATION

#MILESABOVETHEREST

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Rule 1: Applicability¹

- (i) The Miles Emergency Rules & Procedures, 2023 ("**Emergency Rules**") shall govern all such emergency arbitration proceedings wherein parties to an arbitration agreement or contractual arrangement require interim measures prior to the constitution of the arbitral tribunal before Miles Mediation & Arbitration Services, LLC ("**Miles**")
- (ii) For the purposes of these Commercial Rules:
 - (a) "arbitrator" and "arbitral tribunal" shall be used interchangeably.
 - (b) arbitration agreement shall mean to include all such clauses in the underlying contract between the parties that require all disputes and claims arising out of the contract to be resolved by arbitration, and any other supplementary agreements to the contract that require parties to submit all disputes and claims to arbitration.
 - (c) contractual arrangement shall mean to include all such supplementary agreements entered into between the parties prior to the commencement of the arbitration proceedings that require all disputes and claims arising out of prior contracts between the parties to be submitted to arbitration.

Rule 2: Commencement of the Emergency Arbitration

- (i) An emergency arbitration with Miles shall be deemed commenced upon receipt of a request for emergency interim measures ("**Emergency Demand**") by the claimant which shall include the following:
 - (a) the details of parties to the dispute including registered name, postal address, telephone number, and email address;
 - (b) the details of the parties' legal representatives including their names, postal address, telephone number, and email address;
 - (c) a copy of the arbitration agreement contained in the underlying contract, contractual arrangement, or an order from a court of competent jurisdiction;
 - (d) the details of such arbitration agreement/ contractual arrangement/ court orders including law governing the arbitration, seat and language of the arbitral proceedings, and proposed appointment of the arbitrator;
 - (e) the details of the nature and circumstances of the dispute; and
 - (f) the details of reliefs sought.
- (ii) The Emergency Demand can be filed by the claimant with Miles in one of the following ways:
 - (a) e-filing through www.milesadr.com/demand-for-arbitration/;

¹ Rule headings are mentioned solely for the purposes of reference and is not subject to interpretation.

- (b) by completing the draft Demand available on www.milesadr.com/demand-for-arbitration/ and physically filing the said Demand with any Miles' locations;
 - (c) by completing the draft Demand available on www.milesadr.com/demand-for-arbitration/ and emailing the said Demand to arb@milesadr.com.
- (iii) Upon receipt of the Emergency Demand, Miles shall preliminarily determine whether the requested arbitration can be governed under these Emergency Rules. If Miles decides in the affirmative, a confirmation accepting the Emergency Demand will be sent to the requesting party within one (1) business day from the receipt of the Emergency Demand. If Miles determines that the Emergency Rules shall not apply, it shall communicate the reasons for refusal to the requesting party within three (3) business days from the receipt of the Emergency Demand.
 - (iv) Once the requesting party receives the confirmation from Miles, it shall serve the responding party with the Emergency Demand within a stipulated time period of three (3) business days in accordance with the applicable state or federal laws governing the rules for service.
 - (v) The responding party shall have the opportunity to respond to the Emergency Demand within two (2) business days from the date of receipt of the Emergency Demand.

Rule 3: Appointment of the Arbitrator

- (i) Upon receiving the notice of service from the requesting party, Miles shall appoint an emergency arbitrator within two (2) business days from the receipt of such notice of service. Once the emergency arbitrator has been appointed by Miles, the notification of appointment shall be mailed to all concerned parties.
- (ii) Any challenge to the appointment of the emergency arbitrator must be raised with Miles through an application containing appropriate grounds by either party within two (2) business days from the receipt of notification of appointment. If the application holds merit, Miles shall appoint another emergency arbitrator.
- (iii) Once the emergency arbitrator is appointed, they shall send to all concerned parties their disclosures including details of their professional affiliations, personal or professional relationships with the parties/ attorneys, if any within one (1) business day from the appointment. Upon receipt of confirmation from parties to the emergency arbitrator's appointment, the emergency arbitrator shall submit to all parties an engagement agreement that shall contain confirmation of appointment, applicable rules, and fee schedule ("**Engagement Letter**") shall govern the emergency arbitration proceedings within one (1) business day.
- (iv) The emergency arbitrator shall comply with the applicable rules of ethics, and shall remain impartial, independent, and just throughout the course of the proceedings.

- (v) An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Emergency Demand.

Rule 4: Initial Scheduling Conference

- (i) Within two (2) business days from the receipt of parties' confirmation of the Engagement Agreement, the emergency arbitrator, through Miles, shall schedule an initial conference to be conducted with the parties to establish a procedural timeline for the emergency arbitration proceedings and briefly discuss preliminary issues, if any.
- (ii) Upon the conclusion of the initial scheduling conference, the emergency arbitrator shall circulate the procedural order to all parties. The procedural order shall be binding on all parties and shall not be amended unless good cause is shown.
- (iii) Any challenge to the jurisdiction of the emergency arbitrator shall be raised during the initial scheduling conference. The emergency arbitrator shall rule on their own challenge to jurisdiction within two (2) business days from the date of such challenge.

Rule 5: Emergency Arbitration Hearing

- (i) The emergency arbitrator and the parties to the emergency arbitration proceedings shall endeavor to conclude the arbitration hearing within seven (7) business days from the conclusion of the initial scheduling conference.
- (ii) At the emergency arbitration hearing, the parties shall present oral submissions that cumulatively shall not exceed more than one (1) business day. However, if expressly agreed by the parties during the initial scheduling conference, instead of presenting oral arguments, parties can submit brief written submissions not exceeding five (5) business days within seven (7) business days from the conclusion of initial scheduling conference.

Rule 6: Emergency Arbitration Award

- (i) Upon conclusion of the emergency arbitration hearing, the emergency arbitrator shall determine whether the requesting party has made a *prima facie* case warranting the intervention of the emergency arbitrator with the subject matter of the proceedings.
- (ii) The emergency arbitration award shall be entered into by the emergency arbitrator within three (3) business days from the conclusion of the emergency arbitration hearing. The emergency arbitrator has the discretion to condition the emergency arbitration award upon the payment of adequate security by the requesting party.
- (iii) Any challenge to the emergency arbitration award shall be raised by either party to the emergency arbitration proceedings within one (1) business day from the date of receipt of the emergency arbitration award. Such challenge to the emergency

arbitration award shall be resolved by the emergency arbitrator or any such arbitrator/ arbitral tribunal appointed by the parties pursuant to their arbitration agreement/ contractual arrangement.

- (iv) The emergency arbitration award shall be binding upon all concerned parties until one of the following events arise:
 - (a) The arbitral tribunal appointed by the parties pursuant to the emergency arbitration proceedings set asides the emergency arbitration award;
 - (b) The emergency arbitration award is set aside by a court of competent jurisdiction;
 - (c) The final award is passed by the arbitral tribunal in the arbitration proceedings; or
 - (d) Either party to the dispute withdraws their claim or the dispute is settled by another alternative mode of dispute resolution.

Rule 7: Indemnity

- (i) Neither Miles, nor any arbitrator appointed under these Emergency Rules, shall be liable in damages to any party for any act or omission in connection with any arbitration undertaken pursuant to these Emergency Rules.
- (ii) All parties to any arbitration undertaken pursuant to these Emergency Rules shall indemnify and hold Miles and the arbitral tribunal harmless from any claim, litigation or dispute arising directly or indirectly out of the arbitration or any proceeding thereunder, to include all costs, expenses, and attorneys' fees, incurred directly or indirectly from any such claim, litigation or dispute.

Rule 8: Document Retention

- (i) Neither Miles nor the arbitral tribunal shall not be required to maintain any official record of the arbitration proceedings and shall hold all materials submitted during the emergency arbitration for only ninety (90) days after the emergency award is issued.
- (ii) Neither Miles nor the arbitral tribunal shall be responsible for any documentation requested by the parties to the emergency arbitration proceedings beyond the stipulated time period of ninety (90) days.

Rule 9: Miscellaneous

All applications, motions, or requests made by the parties must be addressed to arb@milesadr.com.

Rule 10: Costs and Fees

- (i) The total costs of emergency arbitration proceedings including Miles' commencement and administrative fee and arbitrators' hourly fee shall be \$4000. Since emergency arbitrations are expected to conclude within one day, if the hearing exceeds the given time frame, Miles shall charge \$450 for each such additional day of hearing.

- (ii) The total costs shall be equally split between the parties, unless otherwise agreed upon by the parties or required by law.