



ADR Institute of Canada
Institut d'arbitrage et de
médiation du Canada ^{TM/MC}

www.adric.ca

ADRIC

ARBITRATION RULES

Effective 01 March 2025



ADR Institute of Canada
Institut d'arbitrage et de
médiation du Canada™/MC

ADR INSTITUTE OF CANADA, INC.

ARBITRATION RULES

To parties who are considering using these Rules:

I. MODEL CLAUSE TO USE IN DISPUTE RESOLUTION AGREEMENTS

Parties who agree to arbitrate under the Rules may want to use the following clause in their agreement:

All disputes arising out of or in connection with this agreement, or in relation to any legal relationship associated with or derived from this agreement, will be resolved by final and binding arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. [or the Simplified Arbitration Rules of the ADR Institute of Canada, Inc.] The Seat of Arbitration will be [specify]. The language of the arbitration will be [specify].

II. TYPES OF DISPUTES TO WHICH THE RULES APPLY

ADRIC intends these Rules for Canadian commercial disputes; however, parties can apply them to international or non-commercial disputes.¹

III. CONFIRMING THE RULES ARE APPROPRIATE

Parties should examine the Rules to ensure they:

- are appropriate for their circumstances; and
- conform with legislation that applies in their jurisdictions.

Parties can agree to vary or exclude parts of the Rules except as set out in Rule 1.3.4.

IV. CURRENT VERSION OF THE RULES AND UPDATES

Go to <https://adric.ca/rules/ADRIC-Arbitration-Rules-2025.pdf> for the most current version of the Rules.

¹ Applicable law may restrict or not allow arbitration for some types of disputes, e.g. disputes over the status and capacity of persons, family matters, consumer disputes or other matters of public order (see Rule 1.3.3).

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 PURPOSE OF THE RULES	1
1.2 INTERPRETATION	1
1.3 WHEN THE RULES APPLY	1
1.4 TIME	2
1.5 ADRIC’S ROLE IN THE ARBITRATION	2
2. HOW TO COMMENCE AN ARBITRATION	2
2.1 NOTICE TO ARBITRATE	2
2.2 ANSWER TO NOTICE	3
2.3 COMMENCEMENT	3
2.4 IRREGULARITIES AND WAIVER OF RIGHT TO OBJECT	3
3. ARBITRAL TRIBUNAL	4
3.1 APPOINTMENT OF ARBITRATOR(S) BY AGREEMENT OF THE PARTIES	4
3.2 APPOINTMENT OF ARBITRATOR(S) BY ADRIC	4
3.3 ARBITRATOR INDEPENDENCE AND IMPARTIALITY	5
3.4 NO WAIVER OF RIGHT TO OBJECT	6
3.5 REPLACING AN ARBITRATOR	6
3.6 CHALLENGING AN ARBITRATOR	7
3.7 INTERIM ARBITRATOR	8
4. PROCEEDINGS BEFORE ARBITRAL TRIBUNAL	10
4.1 MODE OF ARBITRAL HEARINGS AND MEETINGS	10
4.2 SEAT AND LANGUAGE OF ARBITRATION	11
4.3 ADDING PARTIES TO AN ARBITRATION	11
4.4 DELIVERY OF DOCUMENTS	11
4.5 COMMUNICATIONS WITH THE TRIBUNAL	11
4.6 PRELIMINARY MEETING	11
4.7 PROCEDURE	11
4.8 CONDUCT OF THE ARBITRATION	13
4.9 AUTHORITY OF THE TRIBUNAL	13
4.10 AMENDING PLEADINGS	13
4.11 REPRESENTATION	13
4.12 PRIVACY AND CONFIDENTIALITY	14
4.13 WITNESSES	14

4.14	TRIBUNAL EXPERTS	15
4.15	FORMAL SETTLEMENT OFFERS.....	15
4.16	DEPOSITS TOWARDS ARBITRATION COSTS	15
4.17	DEFAULT OF A PARTY	15
4.18	PAYING OUT DEPOSITS.....	16
4.19	CLOSURE OF HEARINGS.....	16
4.20	SETTLEMENT AND MED-ARB	17
5.	TRIBUNAL AWARDS, RULINGS, ORDERS, AND DECISIONS.....	17
5.1	AWARDS, RULINGS, ORDERS, AND DECISIONS.....	17
5.2	INTEREST.....	18
5.3	COSTS.....	18
5.4	AMENDING AND CORRECTING AWARDS, RULINGS, ORDERS, AND DECISIONS.....	18
5.5	CONCLUSION OF ARBITRATION.....	19
6.	OTHER PROVISIONS.....	19
6.1	IMMUNITY.....	19
6.2	EXPEDITED/SIMPLIFIED ARBITRATION PROCEDURE	19
	SCHEDULE A.....	20
1.	SERVICES PROVIDED WHEN ADRIC ADMINISTERS THE ARBITRATION	20
2.	OTHER SERVICES PROVIDED BY ADRIC	20
	SCHEDULE B.....	21
1.	FEEES FOR ADMINISTRATION SERVICES PROVIDED BY ADRIC	21
2.	FEEES FOR SERVICES PROVIDED BY ADRIC	21
	SCHEDULE C.....	22
	ADRIC TERMS OF APPOINTMENT (INTERIM ARBITRATOR OR CHALLENGE ADJUDICATOR).....	22
	SCHEDULE 1 – ARBITRATOR DISCLOSURE	25
	APPENDIX R1	26
	PRELIMINARY HEARING CHECKLIST	26
	APPENDIX R2	28
	SAMPLE EXPEDITED/SIMPLIFIED PROCEDURE.....	28
	APPENDIX R3	29
	SAMPLE COMMERCIAL ARBITRATION PROCEDURAL ORDER.....	29
	APPENDIX R4	36
	APPEALS	36

1. INTRODUCTION

1.1 PURPOSE OF THE RULES

The purpose of these Rules is to enable parties involved in a dispute to reach a just, speedy, and cost-effective determination of it, considering the values that distinguish arbitration from litigation.

1.2 INTERPRETATION

In the Rules:

- **ADRIC** means the ADR Institute of Canada, Inc.
- **Arbitration Agreement** means an agreement to submit a dispute or disputes to arbitration.
- **Arbitration Appointment Committee** means the committee established by ADRIC to perform the services under Rule 3, as set out in its Arbitrator Appointment Protocol.
- **Arbitrator Appointment Protocol** means the protocol pursuant to which arbitrator appointments are made under the Rules.
- **Arbitration Costs** means the costs and expenses of the arbitration, including the Tribunal's fees and expenses and ADRIC's fees, but does not include expenses of the parties relating to their own participation in the arbitration.
- **Arbitrator** means a person appointed under the Rules to serve as an arbitrator of a dispute, including a substitute Arbitrator appointed under Rule 3.5 and an Interim Arbitrator appointed under Rule 3.7.
- **Chair** means the person appointed to be the presiding arbitrator on a panel of Arbitrators.
- **Claimant** means the party that initiates an arbitration.
- **Confidential Information** means information about or exchanged in the course of the arbitration and includes the existence of an arbitration and the meetings, communications, Documents, evidence, awards, rulings, orders, and decisions of the Tribunal related to the arbitration.
- **Counterclaim** means a claim made by a Respondent against a Claimant.
- **Deliver, Delivery, Delivering, and Delivered** refer to transmission of Documents as provided for in Rule 4.4.
- **Document** means a permanent or semi-permanent record, and includes a paper record, photograph, film, video, or sound recording and information recorded or stored by any device, including electronic data.
- **Hearing** means an attendance before the Tribunal in which the parties present evidence or submissions in support of their respective positions for determination of questions or issues by the Tribunal, including any in person or virtual meeting that includes the Tribunal.
- **Interim Arbitrator** means an Arbitrator appointed under Rule 3.7.
- **Notice to Arbitrate** means a Document by which a party seeks to arbitrate a current dispute under a prior Arbitration Agreement.
- **Respondent** means a party against whom a Claimant seeks to arbitrate a dispute.
- **Rules** means these Rules as amended by ADRIC from time to time.
- **Seat of Arbitration** means the legal location of the arbitration whose laws govern the conduct of the arbitration, regardless of the physical or virtual location(s) of the arbitration Hearings and meetings.
- **Submission to Arbitration** means an agreement to arbitrate a current dispute despite the absence of a prior agreement to arbitrate.
- **Tribunal** means either a sole Arbitrator or a panel of Arbitrators, as the case may be, appointed under the Rules to serve as Arbitrator(s).
- **Urgent Interim Measures** means interim or conservatory measures sought under Rule 3.7.

1.3 WHEN THE RULES APPLY

1.3.1 These Rules apply if an Arbitration Agreement or Submission to Arbitration expressly or implicitly adopts these

Rules, or the arbitration rules of:

- a) ADRIC;
- b) the Canadian Foundation for Dispute Resolution, Inc.;
- c) the Arbitrators Institute of Canada;
- d) any regional affiliate of ADRIC or its predecessor; or
- e) the Arbitration and Mediation Institute of Canada.

1.3.2 ADRIC may amend the Rules. Unless the parties agree otherwise, the version of the Rules that applies in an arbitration is the version in effect on the date the arbitration is commenced under Rule 2.3.

1.3.3 If there is a conflict between the Rules and legislation that applies to an arbitration, the Rules apply except to the extent that they conflict with any applicable legislative provision that cannot be varied or excluded by agreement.

1.3.4 The parties may agree in writing to vary or exclude any of the Rules except:

- a) 3.3.1 (Arbitrator Independence and Impartiality);
- b) 4.8.1 (Fairness in conduct of arbitration);
- c) 6.1 (Immunity); and
- d) Schedule B (Fees).

1.4 TIME

1.4.1 If the Rules require a party to act on or by a date that is a statutory holiday, the date is extended to the next day that is not a statutory holiday. This includes statutory holidays both in the jurisdiction of the address for service of the party performing the action and the jurisdiction where the party must perform the action.

1.4.2 If the Rules require a party to act but no time limit is set, the party must act:

- a) within the time the parties agree to; or
- b) if there is no agreed time, within the time the Tribunal sets.

1.4.3 When calculating time under the Rules, the first day is excluded and the last day is included.

1.4.4 Time periods in these Rules may be modified by agreement of the parties or by the Tribunal.

1.5 ADRIC'S ROLE IN THE ARBITRATION

1.5.1 ADRIC will perform the functions and provide the services listed in Schedule A. By adopting these Rules, the parties agree that only ADRIC will provide these services, unless these Rules permit or applicable law requires otherwise.

1.5.2 ADRIC will set fees for its services listed in Schedule A and may change the fees from time to time. The fees in effect when ADRIC provides the service apply. The current fees are set out in Schedule B. The fees are payable at the times set out in Schedule B.

1.5.3 All communications to ADRIC must be sent by email to ADRIC Case Services and Development Manager ("**ADRIC Case Services**") at arb-admin@adric.ca.

2. HOW TO COMMENCE AN ARBITRATION

2.1 NOTICE TO ARBITRATE

2.1.1 A Claimant may commence the arbitration by Delivering a Notice to Arbitrate to each Respondent as follows:

- a) The Claimant must Deliver the Notice by the means the Respondent specified under the Arbitration Agreement. If the Arbitration Agreement did not specify how to Deliver, the Claimant must use the last known mailing address or street address for the place of business of that Respondent;
- b) If the Notice cannot be Delivered under Rule 2.1.1 (a), it can be Delivered by other means allowed

by an Interim Arbitrator appointed under Rule 3.7; or

- c) If the Notice cannot be Delivered to any Respondent under Rules 2.1.1 (a) or (b),
- d) Delivery may be made to ADRIC following Rule 4.4.3. Delivery by one of the means in (a) to (c) above must also be made within 90 days after Delivery to ADRIC.

2.1.2 A Notice to Arbitrate must contain:

- a) the name, place of business (if any), and mailing address, telephone number, and email address of each party to the dispute, if known;
- b) an address and email address for Delivery of Documents to the Claimant;
- c) a brief description of the matters in dispute;
- d) a request to arbitrate the dispute;
- e) an estimate of the amount claimed or, if not available, the value of what is in dispute;
- f) a statement of what remedy the Claimant is seeking;
- g) a statement of whether the parties have agreed that Tribunal is to be made up of one or more Arbitrators;
- h) the name of any agreed Arbitrator or any Arbitrator proposed by the Claimant;
- i) any agreed qualifications of the Arbitrator(s);
- j) the proposed language of the arbitration;
- k) the Seat of Arbitration, if agreed by the parties; and
- l) a statement of any variations or exclusions of the Rules to which the parties have agreed in writing under Rule 1.3.4.

2.1.3 A Notice to Arbitrate must:

- a) attach a copy of the Arbitration Agreement between the parties; and
- b) describe or attach the contract(s) (if any) related to the dispute.

2.2 ANSWER TO NOTICE

2.2.1 Each Respondent named in a Notice to Arbitrate must Deliver an Answer within 21 days of Delivery of the Notice to Arbitrate to that Respondent. The Answer must contain:

- a) any disagreement about the jurisdiction of the Tribunal, the process for appointment of Arbitrators, or the qualifications required of Arbitrators, and the grounds for such disagreement;
- b) a statement of the facts, claims, or other issues in the Notice to Arbitrate or Submission to Arbitration which the Respondent disputes, along with the grounds relied on by the Respondent;
- c) a statement of alternative relief, if any, proposed by the Respondent; and
- d) additional claim(s) the Respondent intends to bring forward for the Tribunal to decide.

2.2.2 A Respondent may not object to the jurisdiction of the Tribunal, the process for appointment of Arbitrators, or the qualifications required of Arbitrators if any disagreements on those matters are not raised in the Answer, unless the objection relates to facts the Respondent discovered after Delivering the Answer.

2.3 COMMENCEMENT

2.3 An arbitration is commenced on the date on which all parties sign the Submission to Arbitration, or on the date on which a Notice to Arbitrate is Delivered under Rule 2.1.1.

2.4 IRREGULARITIES AND WAIVER OF RIGHT TO OBJECT

2.4.1 A failure to comply with the Rules is an irregularity. An irregularity does not nullify an arbitration or a step, Document, award, ruling, order, or decision in the arbitration.

2.4.2 Subject to Rule 3.4, a party that knows that a provision or requirement under the Rules was not followed but does not object promptly waives its right to object unless the Tribunal orders otherwise.

3. ARBITRAL TRIBUNAL

3.1 APPOINTMENT OF ARBITRATOR(S) BY AGREEMENT OF THE PARTIES²

3.1.1 The Tribunal must be appointed in accordance with any agreement between or among the parties. If there is no agreement, Rule 3.2 applies. In any case, the Tribunal is formed when the parties and the Tribunal agree to terms of engagement.

3.1.2 A Tribunal of a single Arbitrator must decide the dispute unless the parties agree otherwise.

3.1.3 If a party requests, ADRIC will Deliver to all parties a list of at least three individuals from which the parties may agree to select an Arbitrator.

3.1.4 A party may ask ADRIC to appoint the Arbitrator when a single arbitrator is to be appointed and the parties cannot agree on the Arbitrator within 21 days after either:

- a) Delivery to all Respondents of the Notice to Arbitrate; or
- b) the effective date of Submission to Arbitration.

3.1.5 If the parties have agreed to appoint a Tribunal of three Arbitrators:

- a) if there are only two parties to the dispute:
 - i) each party appoints one Arbitrator;
 - ii) the first two Arbitrators give the parties an opportunity to comment or register objections about the proposed third Arbitrator and then jointly appoint the third Arbitrator, who acts as Chair;
 - iii) in jointly appointing the third Arbitrator, either or both of the first two Arbitrators may request ADRIC to Deliver a list of three candidates to act as Chair; and
 - iv) the first two Arbitrators may not separately consult with any party about the appointment of the third Arbitrator under Rule 3.1.5(a)(ii), unless the parties agree otherwise;
- b) At the request of a party, ADRIC may appoint one or more Arbitrators:
 - i) if there are more than two parties to the dispute and the parties cannot agree on how the Tribunal should be formed;
 - ii) if the parties do not appoint an arbitrator or arbitrators under Rule 3.1.4 within the time period they agree to;
 - iii) if no agreement about the time to appoint exists, when 21 days pass after the Notice to Arbitrate is Delivered, or the Submission to Arbitrate is signed; or
 - iv) if the parties or the Arbitrators cannot agree on a third Arbitrator within the time the parties agree to or, if there is no agreed time, within 21 days after the appointment of the second Arbitrator.

3.2 APPOINTMENT OF ARBITRATOR(S) BY ADRIC

3.2.1 If ADRIC is asked to appoint an Arbitrator, the following procedure applies except where ADRIC is appointing a Challenge Adjudicator or Interim Arbitrator pursuant to Rules 3.6.4 and 3.7.4:

² A checklist of items that might be included in an Arbitrator's terms of appointment is available on ADRIC's website.

- a) ADRIC will Deliver an identical list of names to each party;
- b) The list must contain at least three names unless the parties agree otherwise;
- c) Within 10 days following Delivery of the list, each party must Deliver it back to ADRIC after:
 - i) deleting name(s) to which the party objects; and
 - ii) numbering the remaining names on the list in order of preference, where 1 is the party's first choice;
- d) If a party does not notify ADRIC that it objects to a listed name within 10 days, the party cannot later object to that name;
- e) After all lists are Delivered back or after 10 days, whichever is sooner, ADRIC will appoint an Arbitrator from the undeleted names that remain on the list or lists;
- f) If the exchange of lists does not result in the appointment of the Tribunal, ADRIC repeats the procedure set out in Rules 3.2.1(a) to 3.2.1(e); and
- g) If, after ADRIC has circulated two lists of names to the parties and all suggested names have been declined, ADRIC will appoint an Arbitrator to whom none of the parties has objected.

3.2.2 An Arbitrator appointed by ADRIC must meet the qualifications agreed on by the parties. In appointing an Arbitrator, ADRIC will also consider:

- a) the parties' orders of preference;
- b) qualifications requested by any party and not opposed by any other party;
- c) the nature and circumstances of the dispute;
- d) equity, diversity, and inclusion; and
- e) anything else ADRIC considers relevant to appointing a qualified, independent, and impartial Arbitrator.

3.2.3 Arbitrator appointments must follow the Arbitrator Appointment Protocol.

3.3 ARBITRATOR INDEPENDENCE AND IMPARTIALITY

3.3.1 An Arbitrator must be and remain independent and impartial.

3.3.2

- a) Before appointing, or participating in the appointment of, an Arbitrator, each party must disclose ("**Party Disclosure**"), to the extent known or reasonably anticipated, any information that would enable an Arbitrator to assess whether circumstances exist that may give rise to justifiable doubts as to the Arbitrator's independence or impartiality. For example:
 - i) all the parties to the dispute;
 - ii) other individuals or entities with a significant financial interest in the result of the arbitration;
 - iii) expected witnesses;
 - iv) individual counsel and law firms; and
 - v) any other information that would assist an Arbitrator in assessing whether to accept an appointment and what circumstances to disclose.
- b) The Party Disclosure should also contain any information a party considers necessary or useful to ADRIC in proposing an Arbitrator or Arbitrators, if called on to do so.
- c) Each party must update its Party Disclosure as soon as information changes or additional information becomes available.

- d) Each party must Deliver its Party Disclosure to:
 - i) any potential Arbitrator, before their appointment is made;
 - ii) all other parties; and
 - iii) ADRIC if it is involved in the appointment process.

3.3.3 Before accepting an appointment, an Arbitrator must sign and Deliver to the parties a statement (“**Arbitrator Disclosure**”):

- a) disclosing, to the best of their knowledge, any circumstances that may give rise to justifiable doubts as to their independence or impartiality;
- b) declaring they:
 - i) have the qualifications to serve as Arbitrator of the dispute;
 - ii) have the availability to efficiently and expeditiously arbitrate the dispute;
 - iii) will act with independence and impartiality;
 - iv) know of no undisclosed circumstances that may to give rise to justifiable doubts as to their independence or impartiality, after making reasonable efforts to investigate; and
 - v) will disclose as soon as possible to the parties and the other Arbitrators (if any) any circumstances that arise or of which they become aware after acceptance of the appointment and before the arbitration concludes.

3.3.4 If an Arbitrator fails to Deliver the Arbitrator Disclosure in accordance with this Rule, the Arbitrator will be taken as having made the foregoing declarations and representations to the parties, subject only to reservations or disclosures made by the Arbitrator in writing.

3.3.5 Arbitrators cannot be disqualified or challenged because:

- a) they and another Arbitrator, counsel, party, or representative of a party are (or were) a member, officer, or director of any professional, legal or arbitration related association or body; or
- b) they have jointly participated in any program, project or activity of any such association or body.

3.4 NO WAIVER OF RIGHT TO OBJECT

3.4.1 A party’s involvement in appointing an Arbitrator does not prevent it from raising a jurisdictional issue or objection.

3.5 REPLACING AN ARBITRATOR

3.5.1 An Arbitrator may be replaced if they:

- i) refuse or fail to act;
- ii) are incapable of acting;
- iii) resign;
- iv) are removed by court order;
- v) are successfully challenged and removed under Rule 3.6; or
- vi) have died.

a) A dispute about whether to replace an Arbitrator must be decided by ADRIC using the procedure set out in Rule 3.6.

3.5.2 When an Arbitrator is to be replaced, a substitute Arbitrator must be appointed under the same Rules or parties’ agreement that applied to the appointment of the Arbitrator being replaced.

- 3.5.3 After an Arbitrator is replaced, the repetition of Hearings and other proceedings previously held is in the discretion of the Tribunal after giving the parties an opportunity to be heard.
- 3.5.4 Unless the Tribunal decides otherwise, decisions made by the Tribunal before the substitution have the same force and effect as if made by the Tribunal after the substitution.

3.6 CHALLENGING AN ARBITRATOR

- 3.6.1 A party may bring an application to ADRIC to challenge an Arbitrator (“**Challenge Application**”) if:
- a) circumstances give rise to justifiable doubts about the Arbitrator’s independence or impartiality; or
 - b) the Arbitrator does not have the qualifications provided in the Arbitration Agreement or otherwise agreed by the parties.
- 3.6.2 A Challenge Application must be brought within 15 days of the party becoming aware of the grounds for challenge and must include:
- a) the full name, description, and other contact details of each party;
 - b) the full name, address, and other contact details of anyone acting for each party;
 - c) a statement of the grounds for the challenge;
 - d) any evidence and submissions relied upon in support of the challenge; and
 - e) proof of payment of the Fee(s) set out in Schedule B to the Rules.
- 3.6.3 The applicant may choose to have the Challenge Application heard by a single Challenge Adjudicator or, upon paying an additional Fee as set out in Schedule B to the Rules, a panel of three Challenge Adjudicators. If the applicant chooses to have the challenge heard by a single Challenge Adjudicator, any responding party may, upon paying the additional Fee set out in Schedule B to the Rules, choose to have the challenge heard by a panel of three Challenge Adjudicators.
- 3.6.4 ADRIC must appoint a Challenge Adjudicator or panel of three Challenge Adjudicators, normally within two days of receiving the Challenge Application, to hear the Challenge Application as soon as possible. ADRIC will make the appointment based on the information included in the Challenge Application, including the Arbitration Agreement, the Party Disclosure, and the Arbitrator Disclosure. Unless the parties agree otherwise, only a Chartered Arbitrator will be appointed a Challenge Adjudicator. A Challenge Adjudicator will be appointed on terms set out in the ADRIC standard Terms of Appointment set out in Schedule C to the Rules. Any decision of the Challenge Adjudicator or panel of three Challenge Adjudicators is a decision of ADRIC.
- 3.6.5 Within 5 days of Delivery of a Challenge Application, any party opposing the Challenge Application must Deliver a Response to Challenge Application which must include any evidence and submissions relied upon in opposition to the challenge.
- 3.6.6 An Arbitrator who is challenged may, but is not required to, Deliver a Response to the Challenge Application. An Arbitrator who wishes to Deliver a Response to the Challenge Application must do so within 5 days of Delivery of a Challenge Application.
- 3.6.7 Within 5 days of Delivery of Response(s) to the Challenge Application, the applicant may Deliver a Reply to the Response(s) to Challenge Application, which must include any reply evidence and submissions relied upon in Reply.
- 3.6.8 All Challenge Applications, Responses to Challenge Applications and Replies to Challenge Applications must be sent by email to ADRIC Case Services at arb-admin@adric.ca. with a copy to all parties and to the Challenge Adjudicator(s).

- 3.6.9 The Challenge Adjudicator(s) may decide the challenge solely on the basis of the Challenge Application, the Response(s) to the Challenge Application and any Reply to Challenge Application. Any party may request permission to file additional evidence or submissions, which the Challenge Adjudicator(s) may grant after hearing submissions. A party that requests permission to file additional evidence or submissions may be required to post a deposit to cover any additional fees of the Challenge Adjudicator(s) in considering the request and dealing with any additional evidence or submissions.
- 3.6.10 The decision of the Challenge Adjudicator(s) on the Challenge Application must:
- a) be in the form of an order;
 - b) be in writing;
 - c) state the reasons on which it is based;
 - d) be dated and signed by the Challenge Adjudicator or in the case of a panel of three, by a majority of the Challenge Adjudicators; and
 - e) be made within 15 days from the date of Delivery of all evidence and submissions, unless the parties agree or the Challenge Adjudicator(s) orders otherwise.
- 3.6.11 The Challenge Adjudicator(s) may allocate the Fee(s) paid to ADRIC in relation to the challenge based on the outcome of the challenge. Other costs of the challenge will be allocated in the arbitration.
- 3.6.12 A decision of the Challenge Adjudicator(s) is final and is not subject to any appeal.
- 3.6.13 A challenge to the appointment of the Challenge Adjudicator(s) for any reason must be made in writing, including submissions to support the challenge, and Delivered to the parties and to ADRIC within 24 hours of Delivery of a Challenge Adjudicator's Statement as to Independence, Impartiality and Disclosure required under these Rules. Responding submissions must be made in writing and Delivered within 24 hours of Delivery of the challenge. Reply submissions, if any, must be made in writing and Delivered within 24 hours of Delivery of the Responding submissions. The challenge will be heard in writing.
- 3.6.14 A single member of the Arbitrator Appointment Committee will be appointed on terms set out in the ADRIC standard Terms of Appointment set out in Schedule C to these Rules and must decide the challenge as soon as possible, normally within two days of receiving the application to challenge a Challenge Adjudicator. Unless the parties agree otherwise, only a Chartered Arbitrator will be appointed to hear a challenge to the appointment of a Challenge Adjudicator.
- 3.6.15 The decision will be a decision of ADRIC and must be communicated to ADRIC with a copy to the parties. The decision is final and binding and not subject to any challenge, appeal or recourse to the Courts.

3.7 INTERIM ARBITRATOR

- 3.7.1 A party may apply to ADRIC for Urgent Interim Measures:
- a) before the Tribunal's appointment; or
 - b) if there is a challenge to an Arbitrator,
- even if the party already Delivered its Notice to Arbitrate or signed the Submission to Arbitration.
- 3.7.2 An Urgent Interim Measures application must contain:
- a) the full name, description, address, and other contact details of each party;
 - b) the full name, address, and other contact details of anyone representing the applicant;
 - c) a description of:

- i) the circumstances that led to the Urgent Interim Measures application; and
 - ii) the underlying dispute;
- d) a statement of the Urgent Interim Measures the party seeks;
 - e) a statement of the reasons the applicant needs Urgent Interim Measures that cannot wait for the constitution of the Tribunal;
 - f) a copy of any relevant agreement(s) and, in particular, the Arbitration Agreement;
 - g) any agreement about the Seat of Arbitration, location(s) of the arbitration Hearings and meetings, the rules of law that apply, or the language of the arbitration;
 - h) proof of payment of the Urgent Interim Measures application fee as set out in Schedule B; and
 - i) copies of any Notice to Arbitrate, Submission to Arbitration, and any other pleadings and submissions related to the dispute that have been Delivered by any of the parties before the Urgent Interim Measures application.

3.7.3 An Urgent Interim Measures application may be made without notice, in which case the application must also:

- a) set out why the applicant has applied without notice; and
- b) disclose all relevant facts.

3.7.4 ADRIC will appoint an Interim Arbitrator to hear the Urgent Interim Measures application as soon as possible, normally within two days of receiving the application. ADRIC will make the appointment based upon the information in the Urgent Interim Measures Application, including the Arbitration Agreement.

3.7.5 An Interim Arbitrator may be appointed even if the Tribunal's jurisdiction is disputed, and does not affect any party's challenge to the jurisdiction of the Tribunal.

3.7.6 A written record of any challenge to the appointment of an Interim Arbitrator is required:

- a) A challenge to the appointment of an Interim Arbitrator for any reason must be made in writing, including submissions in support of the challenge, directly to ADRIC within 24 hours of Delivery of the Interim Arbitrator's Arbitrator Disclosure under Rule 3.3.3. Responding submissions must be made in writing within 24 hours of Delivery of the challenge. Reply submissions, if any, must be made in writing within 12 hours of Delivery of the responding submissions.
- b) The decision of ADRIC with respect to the challenge must be in writing, with reasons; and is final and binding and not subject to any challenge, appeal or recourse to the Courts.

3.7.7 After ADRIC appoints the Interim Arbitrator:

- a) ADRIC will Deliver the Urgent Interim Measures application to the Interim Arbitrator;
- b) ADRIC will notify the parties of the appointment, except where the Urgent Interim Measures application is made without notice under Rule 3.7.3;
- c) the parties must Deliver all written communications directly to the Interim Arbitrator, with a copy to all other parties and ADRIC; and
- d) the Interim Arbitrator must Deliver a copy to ADRIC of any written communication they Deliver to the parties.

3.7.8 The Interim Arbitrator must establish a procedure for the Urgent Interim Measures application as soon as possible, normally within two days after receiving the application.

3.7.9 The Interim Arbitrator must conduct the proceedings in a manner that they consider appropriate, taking into account Rule 1.1 and the nature and urgency of the application.

3.7.10 The Interim Arbitrator has full discretion to grant the interim relief they consider appropriate and may consider

(without limitation):

- a) the need for the Urgent Interim Measures;
- b) the urgency of the matter; and
- c) the parties' situations if the Urgent Interim Measures are or are not granted.

3.7.11 The Interim Arbitrator may grant interim relief until a decision on the Urgent Interim Measures application is made.

3.7.12 The Interim Arbitrator's decision on an Urgent Interim Measures application must:

- a) be in the form of an order;
- b) be in writing;
- c) state the reasons on which it is based;
- d) be dated and signed by the Interim Arbitrator; and
- e) be made within 15 days from the date the file was received by the Interim Arbitrator unless the parties agree otherwise or the Interim Arbitrator orders otherwise.

3.7.13 ADRIC will end the Interim Arbitrator proceedings if ADRIC does not receive a Notice to Arbitrate or a Submission to Arbitration from the applicant within 10 days of ADRIC receiving the Urgent Interim Measures application, unless the Interim Arbitrator determines that more time is necessary.

3.7.14 If the Urgent Interim Measures application was made without notice, the Interim Arbitrator may:

- a) grant relief on a without notice basis, in which case:
 - i) the Interim Arbitrator must order the party applying for interim urgent measures to deliver to all other parties the order, the Urgent Interim Measures application, and all other information delivered to the Interim Arbitrator in the application; and
 - ii) the Interim Arbitrator must give all other parties an opportunity to be heard as soon as practicable; and
 - iii) the order made without notice remains valid only until the Interim Arbitrator renders a decision on notice to all parties; or
- b) without giving reasons, refuse to grant relief.

3.7.15 An Interim Arbitrator's order does not bind the Tribunal with respect to the question, issue, or dispute determined in the order.

3.7.16 The Interim Arbitrator or the Tribunal may modify, terminate, or annul an order, or any modification of it, made by the Interim Arbitrator.

3.7.17 The Tribunal must decide on any party's requests or claims related to the Urgent Interim Measures application, including reallocating the costs of an application and claims related to compliance or non-compliance with an order.

3.7.18 Nothing in Rule 3.7 prevents a party from seeking interim measures from a court before or after applying for Urgent Interim Measures. An application to a court for interim measures is not considered an infringement or waiver of the Arbitration Agreement. A party that applies to court for interim measures must notify ADRIC without delay of the application and of any court order.

4. PROCEEDINGS BEFORE ARBITRAL TRIBUNAL

4.1 MODE OF ARBITRAL HEARINGS AND MEETINGS

4.1.1 Any aspect of the arbitral proceedings, including Hearings, may be conducted by any mode(s) of

communication on which the parties agree, or the Tribunal directs, including by the exchange of Documents, with no personal attendance.

4.2 SEAT AND LANGUAGE OF ARBITRATION

- 4.2.1 The parties may agree in writing to the Seat of Arbitration and the language of the arbitration. If they do not, the Tribunal may determine the Seat of Arbitration or the language. In so determining, the Tribunal will consider all relevant circumstances and give the parties an opportunity to make submissions.
- 4.2.2 The Tribunal may request that Documents submitted in a language other than that of the arbitration include a translation of all or part of the Document into the language of the arbitration.

4.3 ADDING PARTIES TO AN ARBITRATION

- 4.3.1 A party may be added to an arbitration, even if the Tribunal has been appointed, if the existing parties and new party all consent. The parties, including the new party, should agree in writing whether the new party is bound by previous and future awards, rulings, orders, and decisions of the Tribunal.

4.4 DELIVERY OF DOCUMENTS

- 4.4.1 Delivery may be made by any means that provides for a record of Delivery, including personal Delivery or mail (electronic or otherwise).
- 4.4.2 A party may change its address for Delivery of Documents by Delivering a notice to all other parties and ADRIC (if it is administering the arbitration). The notice must provide the party's new address and email address for Delivery of Documents.
- 4.4.3 Delivery to ADRIC must be made by email to ADRIC.

4.5 COMMUNICATIONS WITH THE TRIBUNAL

- 4.5.1 Except as Rule 3.7 allows, no party and no representative of a party may communicate with the Tribunal in the absence of any other party concerning the substance of the dispute or any contentious matter relating to the proceeding.
- 4.5.2 A copy of any award, ruling, order or decision made in the arbitration must be Delivered to ADRIC, if it is administering the arbitration.

4.6 PRELIMINARY MEETING

- 4.6.1 Within 14 days of its constitution, the Tribunal will schedule a preliminary meeting with the parties to take place as soon as practicable.
- 4.6.2 At the preliminary meeting the Tribunal will discuss with the parties the process by which the arbitration will be conducted. The discussion may include (but need not be limited to) any or all of the issues set out in the Preliminary Meeting Checklist attached to these Rules as Appendix R1.

4.7 PROCEDURE

- 4.7.1 Setting the procedure for the Arbitration:
- a) The arbitration must be conducted in accordance with any agreement between the parties, unless the Tribunal finds that the agreement does not comply with mandatory requirements prescribed by applicable law.
 - b) In the absence of agreement between or among the parties, the Tribunal will set the procedure for the arbitration.
 - c) In setting the procedure for the arbitration, the parties and the Tribunal should consider whether the sample procedural orders attached to these rules for Commercial Arbitration (Appendix R3)

or for Expedited/Simplified Arbitration (Appendix R2) can be used, with appropriate modifications.

- d) As soon as possible after the preliminary meeting, the Tribunal must issue a procedural order (“**Procedural Order #1**”) incorporating all of the determinations made at the preliminary meeting. Procedural Order #1 will be subject to such further procedural orders as the Tribunal may make.

4.7.2 In setting the arbitration procedure, the Tribunal should apply the following rules unless the parties agree otherwise or the Tribunal is satisfied that there are good reasons not to do so:

- a) The first substantive submission by any party must include all of the evidence, within that party’s possession or control, on which it intends to rely in advancing its claims or defences, or in resisting the claims or defences of an opposing party (“**Initial Evidence**”).
- b) The Initial Evidence must include:
 - i) all Documents on which the party intends to rely;
 - ii) evidence from all its fact witnesses in the form of sworn witness statements; and
 - iii) reports from all its expert witnesses.
- c) A party must be given an opportunity to seek and obtain relevant and material Documents and information from an opposing party by written requests that are:
 - i) with respect to specific and narrowly defined areas of inquiry;
 - ii) reasonably known or expected to exist and to be within the control of the requested party;
 - iii) not reasonably available to the requesting party;
 - iv) not disproportionate to the facts or conclusions sought to be proved; and
 - v) not privileged.

4.7.3 At any time during the arbitral proceedings, the Tribunal may require the parties to produce Documents, exhibits or other evidence within the period the Tribunal determines.

4.7.4 The Tribunal will determine the admissibility, relevance, materiality, and weight of the evidence, including claims for privilege. The Tribunal will apply the law relating to privilege. In all other respects, the Tribunal may be guided by the rules of evidence that apply in a court proceeding but is not required to conform with them.

4.7.5 Questioning witnesses:

- a) No adverse questioning of witnesses may take place outside a Hearing unless the Tribunal is satisfied:
 - i) there is a specific need to question the witness, before the Hearing, to obtain information that a party was unable to obtain in all other information exchange procedures followed in the arbitration;
 - ii) the information sought is identified with specificity and the questioning is limited to that information; and
 - iii) the information sought is relevant and material to the outcome of the arbitration.
- b) Any party may rely on evidence from questioning under this Rule, subject to the Tribunal’s determining its admissibility, relevance, materiality, and weight.

4.7.6 The evidence submitted by a fact witness at a Hearing will be limited to the witness statement of the witness, and a witness may only be examined by counsel for the party that submitted the witness statement in a brief and introductory manner.

4.7.7 The report of an expert witness will constitute that witness' evidence in chief. An expert witness may briefly summarize the report before being cross-examined.

4.8 CONDUCT OF THE ARBITRATION

4.8.1 The Tribunal must treat each party fairly and give each party an opportunity to present its case.

4.8.2 The Tribunal must strive to achieve a just, speedy, and cost-effective determination of every proceeding on its merits, taking into account Rule 1.1.

4.8.3 The parties and their counsel must cooperate with each other and with the Tribunal in order to achieve the objectives of Rule 1.1.

4.9 AUTHORITY OF THE TRIBUNAL

4.9.1 The Tribunal may rule on its own jurisdiction, including ruling on any objections about the existence or validity of the Arbitration Agreement, and for that purpose:

- a) an arbitration clause that forms part of a contract must be treated as an agreement independent of the other terms of the contract; and
- b) the Tribunal's decision that the contract containing the arbitration clause is null and void does not invalidate the arbitration clause unless the Tribunal specifically finds that it does.

4.9.2 The Tribunal has all the powers necessary to conduct a fair and effective arbitration procedure, including, without limitation, the authority to:

- a) order inspection of Documents, exhibits, or other property;
- b) extend or abridge:
 - i) a period of time that the Tribunal already fixed or determined; or
 - ii) any period of time set out in the Rules;
- c) hear motions and make procedural orders;
- d) request further statements clarifying issues in dispute;
- e) order the recording or transcription (or both) of all or part of oral Hearings;
- f) order an adjournment of the proceedings;
- g) make orders as to costs and security for costs; and
- h) request court assistance in taking evidence.

4.9.3 The Tribunal must make no orders or directions without first giving the parties a reasonable opportunity to make submissions.

4.10 AMENDING PLEADINGS

4.10.1 The Tribunal may allow a party to amend or add to its Notice to Arbitrate, Answer to Notice to Arbitrate, or any other pleading, claim or counterclaim, during the arbitration, unless the Tribunal finds that the amendment or addition goes beyond the Arbitration Agreement or the Submission to Arbitration.

4.11 REPRESENTATION

4.11.1

- a) If a party changes or intends to change its representation in the arbitration at any time, that party must immediately notify all other parties and the Tribunal and provide the name and contact details of its new counsel;
- b) A party may not change its representation to a representative who would give rise to:

- i) a disqualifying conflict of interest on the part of the Tribunal or any member of the Tribunal; or
- ii) any other concern which the Tribunal finds would affect the fairness of the proceedings.

4.12 PRIVACY AND CONFIDENTIALITY

4.12.1 Responsibilities of parties

- a) Unless the parties agree otherwise, the parties, any other person who attends a portion of the arbitral Hearings or meetings, the Tribunal, and ADRIC must keep confidential all Confidential Information except where disclosure is:
 - i) required by a court or statutory authority;
 - ii) necessary in connection with a judicial proceeding related to the arbitration;
 - iii) justified because information related to the dispute is in the public domain as a result of actions of an opposing party or through no fault of any party to the arbitration;
 - iv) otherwise required by law;
 - v) made to a party's insurer, auditor, lawyer, expert consultant, other advisor, or other person with a direct financial interest in the arbitration;
 - vi) made to witnesses, including expert witnesses or other participants in the arbitration process; or
 - vii) made to ADRIC as part of its services under these Rules.
- b) Where a Party makes disclosure as permitted by Rule 4.12.1(a) it must only do so:
 - i) after giving prompt, advance notice of its intention to disclose the information to the other party and to the Tribunal;
 - ii) disclosing no more than what is legally required;
 - iii) by obtaining, where possible, an undertaking or order of confidentiality consistent with the Rules; and
 - iv) by furnishing to the Tribunal 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.

4.12.2 The Tribunal may:

- a) require participants in the arbitration, who are not parties, to sign confidentiality agreements as a condition of their participation;
- b) prescribe the terms on which Confidential Information and Documents are disclosed and used in the arbitration; and
- c) provide directions and decide any disputes about privacy or confidentiality which arise during the arbitration.

4.13 WITNESSES

4.13.1 The Tribunal will determine the weight, if any, to be given to the evidence in a witness statement or expert report of a witness who is not able or willing to attend to be cross-examined at the Hearing.

4.13.2 No evidence beyond the evidence exchanged among the parties before the Hearing may be tendered at that Hearing or used in cross-examination without permission from the Tribunal.

4.13.3 The Tribunal may exclude a witness from a Hearing during the testimony of other witnesses, unless the witness

is a party or a person nominated as a party's representative in the arbitration or exclusion is required pursuant to a confidentiality order agreed to by the parties or made by the Tribunal.

4.14 TRIBUNAL EXPERTS

4.14.1 The Tribunal may:

- a) appoint one or more independent experts to report on specific issues; and
- b) require the parties to:
 - i) give the expert any information; or
 - ii) produce, or provide access to, Documents or other property for the expert to inspect that the expert considers relevant to the expert's report; and
 - iii) pay or secure payment of the expert's fees and expenses.

4.14.2 The Tribunal will decide any dispute under Rule 4.14.1(b).

4.14.3 On Delivery of the expert's report, the Tribunal must:

- a) Deliver a copy of it to the parties;
- b) permit the parties to examine the information, Documents or other property in the expert's possession that the expert used to prepare the report; and
- c) give the parties a list of information, Documents, or other property not in the expert's possession but that were used to prepare the report; and the location of that information, those Documents or other property.

4.14.4 After a report is Delivered under this Rule, the expert must attend a Hearing to answer questions about the report from all parties and the Tribunal.

4.15 FORMAL SETTLEMENT OFFERS

4.15.1 A party may Deliver to another party a written offer to settle one or more of the disputed issues between them, on the terms specified in the offer. A settlement offer that specifies a time within which the other party may accept it expires unless accepted within that time.

4.15.2 Tribunal's consideration of settlement offers

- a) In making any interim or final costs award, the Tribunal may consider any written settlement offer that has been made.
- b) Parties must not inform the Tribunal of a settlement offer until after the determination of the issues to which the offer relates, other than costs.
- c) Where a settlement offer has been Delivered, the parties must, without revealing the identity of the party making the settlement offer or any of the contents of the settlement offer, request that the Tribunal not Deliver its decision as to costs until all other issues in the arbitration have been decided.

4.15.3 Where permitted by applicable law, a "with prejudice" offer may be placed in evidence at any time.

4.16 DEPOSITS TOWARDS ARBITRATION COSTS

- a) From time to time, the Tribunal may directly, or through ADRIC, require the parties to deposit an advance for the anticipated Arbitration Costs in a form acceptable to the Tribunal.
- b) The Tribunal will determine the proportions by which the parties must pay any deposits or fees required.
- c) Deposits will be held in a non-interest-bearing mixed trust account.

4.17 DEFAULT OF A PARTY

4.17.1 Failure to Participate:

- a) Where a party fails to appear or respond as required by the procedures agreed to by the parties or prescribed by the Tribunal (a “**Defaulting Party**”), an opposing party may apply for, and the Tribunal may provide directions as to, the continuation and completion of the arbitration despite the failure.
- b) A Defaulting Party must continue to receive all Documents Delivered and notification of all steps taken in the arbitration, including notice of the final Hearing.
- c) A Defaulting Party is not entitled to any extensions of time, adjournments or other modifications of the procedures agreed to by the parties or prescribed by the Tribunal unless the Tribunal determines that such modifications are justified in all the circumstances and can be made without serious prejudice to the opposing party.
- d) If a party does not participate in an arbitration or the final Hearing, the Tribunal may continue and make an award based on the evidence before it, provided that the Tribunal is satisfied that notice of the arbitration proceedings and of the Hearing was given to the non-participating party in accordance with the Arbitration Agreement and any orders of the Tribunal.

4.17.2 Failure to Pay Fees:

- a) If a party does not within 15 days pay a deposit required under Rule 4.16, or if a party fails to pay any fee due to ADRIC under these Rules:
 - i) the party is considered a Defaulting Party; and
 - ii) the Tribunal or ADRIC will inform the parties of the default.
- b) The non-Defaulting Party or parties may pay the unpaid deposit or fee, in which case the arbitration must continue and must not be deemed to have been abandoned or withdrawn.
- c) While the default continues without being remedied by any party, the Tribunal may suspend the arbitration until the full amount of the deposit or fee is paid.

4.17.3 When a party pays a deposit or fees on behalf of a Defaulting Party, the party making the payment may apply to the Tribunal for an immediate order requiring the Defaulting Party to re-imburse the paying party. A payment by one party of an amount due by a Defaulting Party must be taken into account by the Tribunal when making its award or allocating the costs of the arbitration.

4.18 PAYING OUT DEPOSITS

4.18.1 From time to time, funds held on deposit by the Tribunal or ADRIC, may be applied to invoices submitted by the Tribunal to the parties.

4.18.2 When the arbitration concludes under Rule 5.5.1, the Tribunal or ADRIC, if it is holding deposits, will:

- a) apply the deposits to the costs of the arbitration, including applicable taxes, unpaid Tribunal fees and unpaid ADRIC fees;
- b) account to the parties for the deposits received and applied; and
- c) return any balance to the parties in proportion to their contributions, or as the Tribunal may direct in a final award.

4.19 CLOSURE OF HEARINGS

4.19.1

- a) The Hearing will be deemed to be closed where the procedure specified by the Tribunal for the Delivery of evidence and submissions has been completed, or at such further time as the Tribunal may allow.
- b) No party may, without the permission of the Tribunal, Deliver any further evidence or

submissions, after the Hearing is closed.

- c) The Tribunal may at any time before Delivery of its award seek further submissions from the parties on one or more issues in the arbitration.
- d) In exceptional circumstances, the Tribunal (with or without an application by a party) may re-open Hearings to receive further evidence from the parties on one or more issues in the arbitration.

4.20 SETTLEMENT AND MED-ARB

4.20.1

- a) The Tribunal may encourage settlement of the dispute and recommend that the parties use mediation, conciliation, or other dispute resolution procedures at any time during the arbitration proceedings.
- b) The Tribunal must not act as a mediator, conciliator, or other facilitator of the settlement of the dispute except under a written agreement to that effect.
- c) If the parties agree to continue the arbitration as a Med-Arb and unless the parties agree otherwise, the ADRIC Med-Arb Rules apply, with the following modifications:
 - i) the Notice to Arbitrate under the ADRIC Arbitration Rules will serve as the Notice of Request for Med-Arb under Rule 3 of the ADRIC Med-Arb Rules; and
 - ii) Rule 4 (Appointment of the Med-Arbitrators) of the ADRIC Med-Arb Rules does not apply.

5. TRIBUNAL AWARDS, RULINGS, ORDERS, AND DECISIONS

5.1 AWARDS, RULINGS, ORDERS, AND DECISIONS

5.1.1 The Tribunal may make one or more:

- a) rulings, orders, and decisions on matters of procedure;
- b) interim awards on matters of substance or procedure; and
- c) final awards on matters of substance.

5.1.2 The Tribunal may, in an award, ruling, order, or decision do any or all of the following:

- a) make provision for interim measures of protection, including payment of security for costs, posting of security for the amount claimed, or preservation of property that is the subject matter of the dispute;
- b) grant equitable relief, injunctions, specific performance, or statutory remedies; and
- c) grant any other relief the Rules allow.

5.1.3

- a) The Tribunal will make all final awards within 60 days after the Hearings have been closed, unless the Tribunal determines, in its sole discretion, that it is reasonably necessary to extend that deadline.
- b) The Tribunal, or the parties by agreement, may extend the time after it has expired.
- c) The Tribunal may Deliver its awards, rulings, orders, and decision as digital Documents by email, but must Deliver them as originally signed hard copies if requested by any party.

5.1.4

- a) Awards, rulings, orders, and decisions must be in writing. Unless the parties agree otherwise, awards must also state the reasons on which they are based. In providing its reasons, it is not

necessary for the Tribunal to refer to all evidence or submissions.

- b) In providing its reasons, it is not necessary for the Tribunal to refer to any evidence or submission which is not the basis for its decision.

5.1.5 The Tribunal or ADRIC need not Deliver copies of any award, ruling, order, or decision to the parties until all required fees and expenses are paid.

5.1.6 If the Tribunal is made up of more than two Arbitrators, any award, ruling, order, or decision must be made by a majority of the Tribunal. If there is no majority decision, the decision of the Chair will be the award, ruling, order, or decision.

5.2 INTEREST

5.2.1 The Tribunal may order the parties to pay simple or compound interest for the time period and at the rate it considers just.

5.3 COSTS

5.3.1 The Tribunal may, in its discretion, as part of its award or at any time during the arbitration make a final or interim award for part of the Arbitration Costs, the parties' reasonable legal fees and expenses, any applicable fees and expenses of the Tribunal or ADRIC, and any applicable taxes.

5.3.2 In making an award for costs, the Tribunal may apportion costs between the parties and take into account any matters it considers to be relevant, including, without limitation:

- a) the parties' respective degrees of compliance with Rules 1.1 and 4.8.3;
- b) any settlement offers; and
- c) any with prejudice offers admitted into evidence under Rule 4.15.3.

5.4 AMENDING AND CORRECTING AWARDS, RULINGS, ORDERS, AND DECISIONS

5.4.1 Within no more than 15 days following the Delivery of an award, ruling order or decision, a party may:

- a) apply to amend or vary the award, ruling, order, or decision;
- b) apply to the Tribunal for clarification of an award, ruling, order, or decision; or
- c) apply to the Tribunal to make an additional award for claims presented in the proceedings but omitted from the award.

5.4.2 A party may apply, or the Tribunal may, on its own initiative, within 15 days following the Delivery of an award, amend an award, ruling, order, or decision to correct:

- a) a clerical or typographical error;
- b) an error, slip, omission, or other similar mistake; or
- c) an arithmetical error.

5.4.3 The Tribunal must not amend, vary, clarify, or correct an award, ruling, order, or decision, or make any additional award pursuant to Rule 5.4.1(c), more than 30 days after Delivery of the award, ruling, order, or decision unless the parties agree otherwise.

5.4.4 If the Tribunal amends, varies, clarifies, or corrects the award, ruling, order, or decision, or makes any additional award pursuant to Rule 5.4.1(c), time limits to challenge or enforce the award are extended based on the date of the amendment, variation, clarification, correction, or additional award.

5.4.5 Where the parties have agreed that an award made under these Rules may be appealed, Appendix R4 to these Rules applies.

5.4.6 Unless agreed otherwise or precluded by law:

- a) an award of the Tribunal is final and binding;
- b) there is no appeal from an award, ruling, order, or decision of the Tribunal; and
- c) a party may not challenge the enforceability of an award, ruling, order, or decision on any ground on which it could have, but did not, make a timely application under Rules 5.4.1 or 5.4.2.

5.5 CONCLUSION OF ARBITRATION

5.5.1 An arbitration concludes:

- a) when it settles;
- b) when it has been abandoned;
- c) 30 days after all final awards have been Delivered to the parties; or
- d) when it has been otherwise finally disposed of.

5.5.2 If, during the arbitration proceedings, the parties settle the dispute:

- a) the Tribunal must, on receiving confirmation of the settlement or determining that there is a settlement, end the proceedings; and
- b) if requested by the parties, the Tribunal must record the settlement in the form of an award on agreed terms.

6. OTHER PROVISIONS

6.1 IMMUNITY

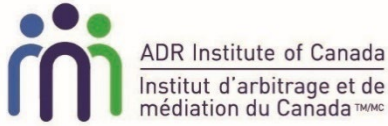
6.1.1 Neither ADRIC nor the Tribunal is liable to any party for any act or omission in connection with arbitration under the Rules.

6.1.2 The Tribunal and ADRIC have the same protections and immunity as a Judge of the superior courts of Canada.

6.2 EXPEDITED/SIMPLIFIED ARBITRATION PROCEDURE

6.2.1 If the parties agree in writing or the Tribunal orders, the arbitration will follow the Expedited/Simplified procedure in Appendix R2 to these Rules.

SCHEDULE A



ADRIC ARBITRATION RULES – SERVICES OFFERED

Schedules A and B set out the Fees to be paid to ADRIC for the services provided for in the Rules and the ADRIC Arbitrator Appointment Protocol [<https://adric.ca/rules/ADRIC-Arbitration-Protocol-2025.pdf>].

Payment to ADRIC of all Fees is to be made by e-transfer to finance@adric.ca.

1. SERVICES PROVIDED WHEN ADRIC ADMINISTERS THE ARBITRATION

An Administration Fee set out in Schedule B is payable to ADRIC if the parties have jointly agreed to have ADRIC administer the arbitration. Upon payment of the Administration Fee, ADRIC will:

- a) open a case file; and
- b) create and maintain a record of the arbitration, which will include the following Documents Delivered to it by the parties in digital form:
 - i) the Notice to Arbitrate and Answer to Notice or the Submission to Arbitration;
 - ii) all materials relating to an Urgent Interim Measures Application or Challenge Application; and
 - iii) procedural orders, evidence, submissions, and any transcripts made of any Hearing.

Sixty days after an administered arbitration is terminated following Delivery of a final award or otherwise, ADRIC will destroy any Documents Delivered to it that form the record of the arbitration. This period will be extended at the request of any party, for successive periods of 180 days upon payment of a Retention Fee set out in Schedule B and payable before each 180-day extension.

The Administration Fee and Retention Fee are non-refundable once paid.

2. OTHER SERVICES PROVIDED BY ADRIC

Upon the request of any party, and payment to ADRIC of the applicable Fee(s) set out in Schedule B, ADRIC will provide the following services:

- a) Appointment of an Arbitrator;
- b) Appointment of an Interim Arbitrator;
- c) Appointment of one Challenge Adjudicator or panel of three Challenge Adjudicators;
- d) Application for Urgent Interim Measures; and
- e) Application to Challenge Arbitrator, Interim Arbitrator or Challenge Adjudicator(s)

Upon the request of all parties and payment to ADRIC of the applicable Fee(s) set out in Schedule B, ADRIC will provide the following services:

- a) Administration of deposits; and
- b) Appointment of an Appeal Tribunal.

The Fee for any ADRIC Services is non-refundable once paid.

SCHEDULE B**1. FEES FOR ADMINISTRATION SERVICES PROVIDED BY ADRIC**

The Administration and Retention Fees are determined with reference to the total amount of the claim, including the counterclaim, if any.

Amount of Claim or Counterclaim	Administration Fee	Retention Fee
\$0 to \$10,000 CAD	\$350 plus taxes	\$300 plus taxes
\$10,000 to \$75,000 CAD	\$600 plus taxes	\$500 plus taxes
\$75,000 to \$150,000 CAD	\$1,500 plus taxes	\$750 plus taxes
\$150,000 to \$500,000 CAD	\$3,000 plus taxes	\$1,500 plus taxes
\$500,000 to \$5,000,000 CAD	\$7,500 plus taxes	\$3,000 plus taxes
Above \$5,000,000 CAD	\$12,000 plus taxes	\$5,000 plus taxes

2. FEES FOR SERVICES PROVIDED BY ADRIC

A separate Fee is payable for each of the services listed below.

Service	Service Fee	Arbitrator Fee
Administration of deposits	3% plus taxes	
Appointment of an Arbitrator	\$4,000 plus taxes	
Appointment of an Interim Arbitrator	\$4,500 plus taxes	
Appointment of one Challenge Adjudicator	\$4,500 plus taxes	
Appointment of panel of three Challenge Adjudicators	\$5,000 plus taxes	
Appointment of an Appeal Tribunal	\$4,500 plus taxes	
Application to Challenge Arbitrator, Interim Arbitrator or Challenge Adjudicator(s)	\$4,500 plus taxes	\$800 p/h, plus taxes
Application for Urgent Interim Measures	\$5,000 plus taxes	\$800 p/h, plus taxes

SCHEDULE C



ADRIC TERMS OF APPOINTMENT (INTERIM ARBITRATOR OR CHALLENGE ADJUDICATOR)

Application

1. These Terms of Appointment apply whenever ADRIC appoints an Interim Arbitrator to hear an Urgent Interim Measures Application or appoints a Challenge Adjudicator to hear a Challenge Application under the Rules. ADRIC will make the appointment pursuant to the ADRIC Arbitrator Appointment Protocol [<https://adric.ca/rules/ADRIC-Arbitration-Protocol-2025.pdf>]. The appointed Interim Arbitrator or Challenge Adjudicator is the “Arbitrator” in these Terms of Appointment.

When Appointment Takes Effect

2. ADRIC will confirm that the appointment is in effect when the following has occurred:
 - (a) The Arbitrator has agreed to the appointment under these Terms of Appointment and has Delivered to ADRIC Case Services and the parties (except where an Urgent Interim Measures Application has been made without notice, in which case when ADRIC Case Services has Delivered the Arbitrator Disclosure to the applicant or applicants):
 - i) the Arbitrator Disclosure required under Rule 3.3 attached hereto as Schedule “1”; and
 - ii) where applicable, notice of the deposit required by the Arbitrator to secure payment of fees, expenses and taxes (“**Deposit**”).
 - (b) ADRIC Case Services has confirmed receipt of payment of the applicable Service Fee(s) and Deposit set out in Schedule B to the Rules.

Confidentiality

3. All arbitration services will be performed personally, exclusively and confidentially by the Arbitrator, even if the Arbitrator is a member of a law firm or other organization, in which case the Arbitrator will establish a confidentiality wall and will not communicate any information concerning the Arbitration to anyone outside the wall.
4. The hearing of the application will be conducted in accordance with any agreement between the parties regarding privacy and confidentiality. Counsel must advise the Arbitrator of any particular security or privacy measures that are required in the circumstances of the case.

Compensation

5. A Service Fee in the amount set out in Schedule B to the Rules will be paid to ADRIC by e-transfer to finance@adric.ca before the Arbitrator’s appointment takes effect. The Service Fee shall be paid by the applicant subject to later reallocation by the Arbitrator.

6. The Deposit will be paid to ADRIC. The Deposit shall be paid by the applicant subject to later reallocation by the Arbitrator. In the event of any dispute regarding the amount of the Deposit, the amount of the Deposit will be set by the Appointment Committee. If the Deposit set by the Appointment Committee is not acceptable to the Arbitrator, the Appointment Committee may appoint a different Arbitrator. If the Deposit set by the Appointment Committee is not acceptable to the applicant, the applicant may proceed with the application in Court.
7. The Arbitrator will be compensated at the standard hourly rate of set out in Schedule B to the Rules. The Arbitrator may recover reasonable charges for necessary disbursements. The Arbitrator's fees and expenses shall not exceed the amount of the Deposit and ADRIC shall have no liability to pay any fees or expenses of the Arbitrator not covered by a Deposit.
8. The Arbitrator will send to ADRIC and to the parties an invoice for the Arbitrator Fee and disbursements incurred promptly. Invoices will not set out a detailed description of work done to protect the confidentiality of the Arbitrator's deliberations. Payment of the invoice will be made by ADRIC out of the Deposit.

Conflicts

9. In the Arbitrator Disclosure attached as Schedule "1" hereto, the Arbitrator has disclosed, to the best of their knowledge, any circumstances that may give rise to justifiable doubts as to their independence or impartiality. The Arbitrator considers themselves able to act independently and impartially in this proceeding notwithstanding the circumstances listed in Schedule "1". The Arbitrator has an ongoing duty to disclose any circumstances of which they become aware that may give rise to justifiable doubts as to their independence or impartiality.
10. Each party to the application must, before the appointment of the Arbitrator, make their Party Disclosure required under the Rules to all other parties and to ADRIC (except where an Urgent Interim Measures Application has been made without notice, in which case the responding party or parties must make their Party Disclosure at the earliest time practicable).
11. The party or parties waive any right to challenge the independence or impartiality of the Arbitrator or the validity or enforceability of any ruling, decision or award on the basis of any of the circumstances set out in Schedule "1" or disclosed in their Party Disclosure (except where an Urgent Interim Measures Application has been made without notice, in which case the responding party or parties waive any right to challenge the independence or impartiality of the Arbitrator or the validity or enforceability of any ruling, decision or award on the basis of any of the circumstances set out in Schedule "1" or disclosed in any Party Disclosure unless they raise an objection in writing within 24 hours of becoming aware of the circumstances set out in Schedule "1" or disclosed in the moving party or parties' Party Disclosure).

Release

12. The parties hereby fully release the Arbitrator and ADRIC from all claims and causes of action whatsoever relating to or arising from this proceeding, now or hereafter. The Arbitrator will be entitled to the same immunity from claims and legal proceedings as a Judge of the Ontario Superior Court of Justice.
13. The parties agree that they will not call upon the Arbitrator to give evidence in any court or other proceeding relating to this application or to any ruling, decision or award rendered by the Arbitrator. If the Arbitrator is called upon to give evidence in any court or other proceeding, the party or parties agree to pay the Arbitrator for their time and expenses at the standard hourly rate set out in Schedule B to the Rules as of the date when

the Arbitrator is asked to give evidence. The parties hereto hereby agree to indemnify the Arbitrator with respect to any costs necessarily incurred by them in relation to any court or other proceeding initiated by any party with respect to this application, subject to any allocation of such costs as between the parties by the court.

Document Handling and Retention

14. The parties agree that they will take all necessary steps to comply with any laws, regulations or agreements relating to the production or use, in the application, of documents or information belonging to third parties and will inform the Arbitrator of any measures required in order to comply with such obligations.
15. ADRIC and the Arbitrator may dispose of all documents relating to this application after 60 days following Delivery of the order, without notice to the parties. The period during which ADRIC will retain the documents relating to this application will be extended at the request of all parties upon payment of the Administration Fee (if not already paid) and payment by any party of a Retention Fee set out in Schedule B to the Rules.

SCHEDULE 1 – ARBITRATOR DISCLOSURE**IN THE MATTER AN ARBITRATION PURSUANT TO****BETWEEN**

[NAME]

Claimant(s)

- and -

[NAME]

Respondent(s)**ARBITRATOR DISCLOSURE MADE PURSUANT TO ADRIC RULE 3.3.3**

I _____ accept the appointment as Arbitrator in this dispute and state that, to the best of my knowledge, having made reasonable efforts to investigate any relevant information, and except as disclosed on a Schedule attached to this Arbitrator Disclosure, I know of no circumstances that may give rise to justifiable doubts as to my independence or impartiality.

I also declare that I:

- i) have the qualifications to serve as arbitrator of the dispute;
- ii) have the availability to efficiently and expeditiously arbitrate the dispute;
- iii) will act with independence and impartiality;
- iv) know of no undisclosed circumstances that may give rise to justifiable doubts as to my independence or impartiality, after making reasonable efforts to investigate; and
- v) will disclose as soon as possible to the parties and the other Arbitrators (if any) any circumstances that arise or of which I become aware after acceptance of the appointment and before the arbitration concludes.

 DATE

 [NAME OF ARBITRATOR]

APPENDIX R1

PRELIMINARY HEARING CHECKLIST

The following list is guidance for issues the Tribunal and parties will need to discuss at a preliminary meeting. Not all issues below will apply and there may be other issues to address in particular disputes. This list adopts the meaning of defined terms as set out in the Rules:

- a) Are the following matters in issue, and do they require early determination?
 - i) Have all necessary parties have been included in the arbitration?
 - ii) Does the Tribunal have jurisdiction to decide the dispute and bind the parties?
 - iii) Have all pre-conditions to proceeding with the arbitration been satisfied or waived?
 - iv) Is there any issue about the constitution of the Tribunal?
 - v) Is any party aware of any circumstances that may cause justifiable doubts about the independence or impartiality of a member of the Tribunal?
 - vi) What law applies to the dispute and to the arbitration?
 - vii) Do the parties agree about the Rules to conduct the arbitration under?
 - viii) Is there any dispute about the language to use for the arbitration?
 - ix) Could determining any of the issues in the arbitration early simplify or expedite the arbitration?
- b) Is there a pre-existing agreement between the parties on the conduct of the arbitration? If so, has or should the agreement be revised because of the dispute which has arisen?
- c) Subject to the right of the parties to proceed with the arbitration according to their agreements, does the Tribunal recommend improving the procedure?
- d) Are further pleadings needed, beyond the Notice to Arbitrate or the Submission to Arbitration and the Answer(s)?
- e) How will the parties exchange evidence?
- f) Record disclosure:
 - i) What is the scope of disclosure required? Are parties obliged to disclose impeachment records (in addition to reliance records)?
 - ii) How do parties make, Deliver, and respond to requests for records?
 - iii) In what form will records be provided?
 - iv) Who bears the costs of record disclosure?
 - v) Are there circumstances in which records not disclosed by a party can be used by that party at the Hearing?
- g) Will there be pre-Hearing questioning and, if so, what rules and limits will apply?
- h) Witness statements:
 - i) Can they be used when exchanging evidence?
 - ii) Can they be used instead of direct examination at the Hearing? If so, under what circumstances can

they be supplemented by direct examination at the Hearing?

- i) How will the parties seek and exchange further information they need?
- j) Is evidence or information from non-parties required?
- k) What measures are necessary to protect private or confidential information and Documents exchanged in the arbitration?
- l) Expert evidence:
 - i) Will expert evidence will be presented, and, if so, on what issues?
 - ii) Do the parties agree whether there is an obligation to disclose communications between counsel and experts, and draft expert reports?
- m) What are the sequence and dates of all steps to be taken before the Hearing?
- n) Should the schedule include a window of opportunity for the parties to submit to a mediation of the dispute?
- o) What will be included in the record to be prepared for the Hearing, and what is the evidentiary status of Documents within the record?
- p) The procedure of the Hearing:
 - i) What is the date, time, length, location, and mode of the Hearing?
 - ii) What rules apply to examining witnesses at the Hearing?
 - iii) How will time be allocated at the Hearing?
 - iv) Can Documents not included in the record be used at the Hearing?
 - v) Will the Hearing be transcribed or recorded?
 - vi) Are translators or interpreters needed for the Hearing?
 - vii) Will parties give opening and closing statements?
- q) Will parties be allowed to make Post Hearing submissions?
- r) The award:
 - i) When will the award be Delivered?
 - ii) What form will the award take?
 - iii) Are there issues on which jurisdiction should be reserved expressly in the award?

APPENDIX R2

SAMPLE EXPEDITED/SIMPLIFIED PROCEDURE

When an expedited or simplified procedure is appropriate because of the size, simplicity, or urgency of a dispute, parties may use the following rules, or the Tribunal may direct parties to use these rules after Hearing submissions. These rules can be modified by agreement. This Appendix R2 adopts the meaning of defined terms as set out in the Rules, unless otherwise defined.

- 1.1 The dispute will be decided by a single Arbitrator.
- 1.2 If the parties cannot agree on an Arbitrator within two days of the later of:
 - a) the date on which they agreed to use these rules, or
 - b) the date on which the Notice to Arbitrate was Delivered,
 either party may request ADRIC appoint the Arbitrator using the same procedures ADRIC would use for appointing an Interim Arbitrator.
- 1.3 If a three-person Tribunal has already been formed, the parties may agree or, in a case where the stated value of all claims and counterclaims is less than \$2.5 million, the Tribunal may decide that the arbitration will proceed with the Chair as the sole Arbitrator.
- 1.4 If the Respondent has not Delivered an Answer to the Notice to Arbitrate, it must do so within one week of the appointment of the sole Arbitrator.
- 1.5 Within one week of the later of:
 - a) the Delivery of the Answer to Notice to Arbitrate or
 - b) the appointment of the sole Arbitrator,
 the Claimant must Deliver all Documents and evidence. This includes witness statements and expert reports, as well as legal submissions, if any, which it relies on to support the claim (“**Claimant’s Materials**”).
- 1.6 Within one week of Delivery of the Claimant’s Materials, Respondent must Deliver all Documents and evidence (including witness statements and expert reports) as well as its legal submissions, if any, on which it relies in support of its defences to the claim (“**Respondent’s Materials**”).
- 1.7 Within two days of Delivery of the Respondent’s Materials, any party may request a Hearing.
- 1.8 If requested, the Tribunal will schedule a Hearing to occur within seven days of the request. The Hearing must take place as an informal meeting run by the Tribunal. The parties will be given an opportunity to question each other and their witnesses, reply to other parties with additional evidence, and make submissions. The Tribunal will determine when all parties have had fair opportunity to present their case and, having done so, will close the Hearing.
- 1.9 The Tribunal must make an award within seven days of the Hearing or within nine days of Delivery of the Respondent’s material if parties did not request a Hearing.
- 1.10 The award may briefly state the reasons for the decision but is not required to refer to or cover all evidence or legal submissions.
- 1.11 There is no appeal of any kind from the award.

APPENDIX R3

SAMPLE COMMERCIAL ARBITRATION PROCEDURAL ORDER

The following sample procedural order may be used, with appropriate adaptations, in a typical commercial arbitration and provides a process by which the arbitration can be completed in less than a year. The sample procedure is based on sequential exchange of witness statements, with expert reports being Delivered after Delivery of witness statements from all fact witnesses. In some cases, it is appropriate for both sides to exchange witness statements on the same schedule. In many cases, there is no need for expert reports, or no reason for expert reports to be Delivered on a different schedule. In appropriate cases, these changes to the below sample can result a considerable saving of time with the result that an arbitration can be completed in six months or less.

Even if this sample procedural order is not used as a model, it may be reviewed as an illustration of practical issues which may arise in a commercial arbitration and for which other solutions may need to be provided by agreement of the parties, or direction by the Tribunal.

Unless otherwise defined, this sample procedural order adopts the meaning of defined terms as set out in the Rules.

Procedural Order #1

(Day 1)

Pleadings

1. The Pleadings will be limited to the Notice of Arbitration and Answer to Notice of Arbitration.

Exchange of Evidence

2. The evidence of both sides must be presented in the form of witness statements, which must be in writing and sworn or affirmed by the witnesses.
3. A party that requires evidence from a witness from whom a witness statement cannot be obtained must, at or before the time that a witness statement from that witness would have been due, seek directions from the Tribunal as to how and when the evidence of the witness in question must be obtained and submitted to the Tribunal.
4. The witness statements submitted by each party must include all the evidence that party seeks to put forward through its witnesses on all issues which have been identified by either party prior to the Delivery of the witness statements.
5. The witness statements Delivered by each party must attach or be accompanied by all of the Documents on which that party intends to rely in the arbitration.
6. All exhibits and Documents produced by either side in the course of the arbitration must be given a unique, identifying number. In the case of the Claimant the numbers must be preceded by the letter "C." In the case of

the Respondent the numbers must be preceded by the letter “R.” All multi-Document productions must be tabbed or digitally bookmarked for the component Documents.

7. On or before **[Day 30]** the Claimant must Deliver its witness statements and Documents.
8. On or before **[Day 60]** the Respondent must Deliver its responding witness statements and Documents.
9. On or before **[Day 90]** the Claimant must Deliver its reply witness statements and Documents, if any. The reply witness statements and Documents must be limited to responding to new issues or evidence of which the Claimant was not previously aware and/or which the Claimant had no prior opportunity to address. In its reply witness statements and Documents the Claimant may include evidence in respect of any information or Documents obtained under the process described under the heading, “Disclosure Requests,” below which the Claimant did not have an opportunity to address in its witness statements and Documents Delivered on or before **[Day 30]**.
10. Any witness statement or Document that a party wishes to file in response to the disclosure of Documents, information, or a witness statement from the other side that the party did not have a reasonable opportunity to address, may be filed by agreement of the parties or, failing agreement, under further direction of the Tribunal. No further witness statements or Documents may be Delivered prior to the Hearing without agreement of the parties or leave of the Tribunal.
11. Any expert’s report on which the Claimant or Respondent wishes to rely on (an “**Initial Expert Report**”) must be Delivered on or before **[Day 135]** An Initial Expert must be accompanied by:
 - a. A copy of any written communication by which the expert was retained and instructed in the matter;
 - b. Copies of all Documents and information (in written or digital format) with which the witness was provided by the party that retained the expert;
 - c. A statement that the witness has performed, and will perform, the expert’s role in the arbitration in an independent and impartial manner with an over-riding objective of assisting the Tribunal in arriving at an informed and justified conclusion.
12. Any responding expert’s report which the Claimant or Respondent wishes to Deliver in response to an Initial Expert Report Delivered by the other side (a “**Responding Expert Report**”) must be Delivered on or before **[Day 165]**. Any Responding Expert Report must be limited to comments on the Initial Expert Report filed by the other

party and must not include new opinions, analysis, or conclusions that an expert could have included in an Initial Expert Report.

13. A Responding Expert Report must specifically list, explain, justify, and quantify differences in assumptions and conclusions between the expert Delivering the Responding Report and the other expert.
14. Objections to an expert's qualifications or to the admissibility of all or part of an expert report must be made in writing within seven days of receipt of the expert's report. After seven days, the Tribunal will assume there is no objection. The Tribunal will hold a conference call to receive submissions about the objection and will provide a prompt ruling.
15. [On or before **[Day 195]** the experts who have Delivered Initial or Responding Expert Reports must meet, without counsel, and prepare a joint report a) identifying areas of disagreement, b) listing reasons for differences, and c) quantifying differences.]
16. All witness statements, expert reports and Documents must be Delivered by sending a copy by e-mail to the other party and the Tribunal, by 5 pm Eastern Time of the day in question, with an additional hard copy being Delivered to the Tribunal within 24 hours.

Disclosure Requests

17. Either side may, at any time, request in writing information or Documents from the other side that are relevant and material to the issues raised by the Pleadings or the witness statements. These requests, in addition to describing specific and narrowly defined areas of inquiry, should be proportionate to the facts and conclusions sought to be proved, not privileged, and confined to relevant and material information and Documents not otherwise available to the party making the request. Documents requested must be specific Documents or categories of Documents that can be identified objectively, and not solely by theme or subject matter.
18. Any unreasonable delay in making a request for information or Documents may be grounds for denying the request, if:
 - a. granting the request would cause unjustified delay in the arbitration schedule;
 - b. the resources, cost or effort required to find or produce the Documents would be disproportionate to the relevance or materiality of the Documents; or
 - c. the Documents are available to the requesting party to the same extent as they are available to the party of whom the request was made.

19. Requests for information or Documents must be responded to promptly as they are received.
20. Any disputes about information or Document requests, which counsel are unable to resolve after reasonable attempts to do so, must be raised with the Tribunal by e-mail, and dealt with on a conference call, without a formal motion unless so directed by the Tribunal. If there are many disputes about Document disclosure, the Tribunal may require a summary chart (Redfern Schedule).
21. No issue should be raised with the Tribunal before it has been discussed between counsel. All communications with the Tribunal must be copied to the other side. However, it is not necessary to obtain prior approval of the other side to communicate to the Tribunal.
22. Requests for further information or Documents may include requests to conduct examinations of witnesses before the Hearing. However, unless consented to by the other party, requests for pre-Hearing witness examinations will only be granted if:
 - a. there is a specific need to question the witness, before the Hearing, to obtain information that a party was unable to obtain in all other information exchange procedures followed in the arbitration;
 - b. the information sought is identified with specificity and the questioning is limited to that information; and
 - c. the information sought is relevant and material to the outcome of the arbitration.
23. In the absence of extraordinary circumstances, no requests for information, Documents or pre-Hearing examination of witnesses must be made after **[Day 105]**.
24. By no later than **[Day 135]** each party must notify the other of the Documents or other information exchanged in the arbitration which it intends to use or place in evidence at the Hearing and the witnesses from the other side it requires to be produced at the Hearing for cross examination.
25. Any issue as to the authenticity or admissibility of any Document that a party has indicated that it intends to use or place in evidence at the Hearing must be raised by the party receiving the Document without undue delay and, in any event, no later than, **[Day 165]**. Where the authenticity or admissibility of any Document is disputed, the Tribunal will give directions, if necessary, as to how and when further proof of authenticity may be provided. In the absence of any objection, the authenticity of all Documents produced will be presumed.

Pre-Hearing Delivery of Material

26. On or before **[Day 210]** the parties must provide to the Tribunal in digital form an arbitration record containing:
- a. copies of all pleadings,
 - b. copies of all orders and directions of the Tribunal;
 - c. copies of witness statements exchanged between the parties;
 - d. copies of expert reports exchanged between the parties;
 - e. A joint brief containing all exhibits to witness statements, as well as Documents of which both sides have provided notice that they intend to use or place in evidence at the Hearing, in chronological order, indexed and tabbed;
 - f. Disclosure of information or Documents from one side which the other side intends to refer to or rely on at the Hearing;
 - g. A Hearing schedule setting out the proposed order of proceeding at the Hearing, including any preliminary motions, closing statements, the order in which the specific individual witnesses will be examined, and the anticipated time required for the examination of each witness.
27. If the parties are unable to agree as to any of the above, one or both of them must initiate a meeting or conference call with the Tribunal to resolve the issue.
28. Any brief containing more than one Document must contain a hyperlinked table of contents and bookmarks for each Document. Bookmarks must contain information that describes the Document, i.e., not just Tab numbers. The page numbering of the brief must be the same as the page numbering of the pdf.
29. Written submissions should, where possible, include hyperlinks to other Documents referenced therein, e.g., exhibits or legal authorities.
30. On or before **[Day 250]** the parties must Deliver any pre-Hearing written submission that a party wishes to submit, along with copies of any key cases or other authorities with important passages highlighted and tabbed.

Privacy and Security of Evidence

31. Each party and its counsel are responsible for ensuring that all relevant privacy and data security requirements prescribed by law or contract in relation to evidence put forward by that party are complied with, and that the Tribunal is made aware of any steps that the Tribunal needs to take in that regard.

The Hearing

32. The Hearing will take place on weekdays from **[Day 260 to Day 265]**.

33. If the parties agree, or if the Tribunal so directs after hearing submissions, some or all of the Hearing may be conducted virtually.

34. The Hearing must be held in private. Attendance at the Hearing, or during any part of the Hearing, will be restricted to those whose presence has been agreed by the parties or allowed by the Tribunal.

35. The Hearing will conclude with oral submissions by both parties. Either party may also, or instead, submit written closing submissions at or shortly after the Hearing, at a time the parties agree to or the Tribunal directs.

36. The Hearing will be at any location on which the parties agree, or as the Tribunal may direct. Costs relating to the Hearing facility will be borne equally by both sides, subject to reallocation among the parties under any cost order made by the Tribunal.

37. The Hearing must be transcribed and or recorded, if that is requested by any party, or if so directed by the Tribunal after hearing submissions on whether the Hearing will be transcribed or recorded. If the parties are not in agreement as to transcription and the Tribunal has made no direction, costs relating to the transcripts must be borne by the party requesting the transcription, subject to any direction by the Tribunal after hearing submissions and subject to reallocation among the parties under any cost order made by the Tribunal.

38. A witness who has provided a statement or report on behalf of a party must be made available for cross-examination at the Hearing unless the other party agrees otherwise. If a witness is unavailable for cross-examination, e.g., due to death or disability, the admission into evidence and the weight to be attached to the statement will be in the discretion of the Tribunal.

39. At the evidentiary Hearing, a witness may be briefly examined by the party that submitted the statement or report of the witness only for the purpose of introducing the witness and highlighting key aspects of the witness' evidence, without adding any new evidence of substance. The introductory examinations must not take more than 15 minutes, except where the introductory examination is of an expert witness and will be

followed by a cross-examination of the witness by the other party, re-examination if requested, and examination by the Tribunal if desired.

40. By agreement of the parties or direction of the Tribunal, the cross-examination of any witness may take place at a time and place other than the Hearing referred to above. However, unless the parties agree otherwise, the Tribunal must be present, in person or by video, at any cross-examination.

41. No Document that has not been placed on the arbitration record may be put to a witness in cross-examination unless:

- a. it is among the Documents produced in the arbitration by either side;
- b. notice of the intention to put the Document to the witness has been given to opposing counsel by no later than 6 pm on the day before the witness is expected to testify; or
- c. leave is obtained from the Tribunal.

42. Information presented in the arbitration will not be excluded on the basis of legal rules of evidence (including the rules relating to hearsay and the “Rule in *Browne v Dunn*”). The law of privilege will be applied in the arbitration. The Tribunal will weigh the evidence based on the submissions of the parties, and may exclude evidence that is immaterial, irrelevant, repetitive, or disproportionate to the point that is sought to be proved.

Further Directions

43. The Tribunal may give further directions at any time as the need arises and after hearing submissions from both sides.

[Name]

Arbitrator

Day

APPENDIX R4

APPEALS

Where the parties have agreed that an award made under these Rules may be appealed, the following rules apply unless excluded or modified by agreement or applicable law:

1. This Appendix R4 adopts the meaning of defined terms as set out in the Rules.
2. The appeal may only be made on an extricable question of law that is material to the outcome of the case.
3. A party may appeal an award by Delivering a Notice of Appeal to the other parties and ADRIC that must state the grounds in the appeal and the relief the appeal is seeking.
4. A party must Deliver the Notice of Appeal Deliver within 20 days after the later of the Delivery of either the award or amendment of the award.
5. On Delivery of a Notice of Appeal, the award cannot be enforced and all time limits based on Delivery of the award are extended until the appeal concludes.
6. The appeal is to an Appeal Tribunal consisting of three Arbitrators. No member of the arbitral Tribunal that issued the award may be on the Appeal Tribunal. The Appeal Tribunal will be formed following the rules that apply where the parties agreed to a three-person Tribunal.
7. The Seat of Arbitration of the appeal will be the same as the Seat of Arbitration of the arbitral proceedings.
8. The Appeal Tribunal must decide the appeal based on the evidentiary record and submissions on which the award was based, with additional submissions the Appeal Tribunal finds necessary or helpful.
9. The appeal will be based only on written submissions.
10. The Appeal Tribunal will decide the process to be used in the appeal with the goal of completing the appeal process within 3 months of the Notice of Appeal.
11. The Appeal Tribunal may, in whole or in part, affirm, modify, or set aside the award, but it may not order a new arbitral proceeding or send the dispute back for correction or further review by the Arbitral Tribunal that issued the award.
12. The Appeal Tribunal may not modify or set aside an award unless it finds the outcome was unreasonable.
13. The Appeal Tribunal must Deliver its decision in writing, with reasons, in the form of an award on appeal. The award on appeal will replace the arbitral award.
14. A decision of an Appeal Tribunal is final and binding. No further appeal is permitted.



ADR Institute of Canada

Institut d'arbitrage et de
médiation du Canada ^{TM/MC}

www.adric.ca

705-130 Albert Street
Ottawa, ON, Canada, K1P 5G4

Tel: 416-487-4733

Toll-Free: 1-877-475-4353