

PFEIFFER LAW

VIII. THE AWARD

Mechanics

Absent a showing of good cause, the arbitrator shall render his/her decision no later than forty-five days after the matter has been submitted for decision. (IFTA Rule 12.1). The award must be made in writing, signed by the arbitrator and will enumerate the date and place where the award is made. (IFTA Rule 12.1). The arbitrator must also state the findings on which the award is based, unless the parties mutually agree that no findings are to be given. (IFTA Rule 12.2). Once decided, the arbitrator shall transmit the award to the Arbitral Agent who will then transmit copies to the parties by email or fax to be followed up by hard copies via certified or registered mail, or by any licensed domestic or international courier, or by any form of receipted express mail. (IFTA Rule 12.3). The parties then have thirty days from the date of receipt to request the arbitrator to correct any errors in computation, any clerical or typographical errors, or errors of a similar nature. (IFTA Rule 12.4). Any corrections made by the arbitrator based on such a request must be made in writing and filed with IFTA and sent back to the parties within thirty days or receipt of such request by the arbitrator. (IFTA Rule 12.4).

Confirmation with a Court

Any party may seek confirmation of the arbitrator's award with a court having jurisdiction to confirm the award in order to effectuate the enforcement of the award in any and all courts throughout the world. (IFTA Rule 12.5). Service of any petition, summons, or other process necessary to obtain confirmation of the arbitrator's award may be accomplished by any procedure authorized by applicable law (i.e. not according to the IFTA service rules). (IFTA Rule 12.5).

Finality

The final award is not subject to appeal, but the parties may agree to expanded judicial review of the final award by a court of competent jurisdiction. (IFTA Rule 13.2). However, in no event shall such an appeal be heard by IFTA. (IFTA Rule 13.2). The parties will be responsible to determine whether the governing law of the agreement will allow for such a review. (IFTA Rule 13.2).