

Senate Bill 383

By: Senators Hamrick of the 30th, McKoon of the 29th, Stone of the 23rd, Carter of the 42nd and Bethel of the 54th

**AS PASSED SENATE**

**A BILL TO BE ENTITLED**

**AN ACT**

To amend Article 1 of Chapter 9 of Title 9 of the Official Code of Georgia Annotated, relating to general provisions for arbitration, so as to repeal Part 2, relating to international transactions; to provide for a short title; to provide for a statement of purpose; to provide for applicability; to provide for definitions; to provide for procedure; to provide for court intervention; to provide for an arbitration agreement; to provide for selection and disqualification of arbitrators; to provide for challenges to arbitrator selection and substitution of arbitrators; to provide for interim measures; to provide for commencement of arbitration proceedings and statements of claims and defenses; to provide for default; to provide for the appointment of experts; to provide for rules applicable to disputes; to provide for settlements and the form and contents of arbitration awards and corrections to an arbitration award; to provide for recourse against an arbitration award; to provide for recognition and enforcement of arbitration awards; to provide for related matters; to provide for an effective date and applicability; to repeal conflicting laws; and for other purposes.

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

**SECTION 1.**

Article 1 of Chapter 9 of Title 9 of the Official Code of Georgia Annotated, relating to general provisions for arbitration, is amended by repealing Part 2, relating to international transactions, and enacting a new Part 2 to read as follows:

"Part 2

9-9-20.

(a) This part shall be known and may be cited as the 'Georgia International Commercial Arbitration Code.'

(b) The purpose of this part is to encourage international commercial arbitration in this state, to enforce arbitration agreements and arbitration awards, to facilitate prompt and

efficient arbitration proceedings consistent with this part, and to provide a conducive environment for international business and trade.

9-9-21.

(a) This part shall apply to international commercial arbitration, subject to any agreement in force between the United States and any other country.

(b) The provisions of this part, except for Code Sections 9-9-29 and 9-9-30, subsections (f) through (h) of Code Section 9-9-38, and Code Sections 9-9-39, 9-9-57, and 9-9-58, shall apply only if the place of arbitration is in this state.

(c) An arbitration shall be considered international if:

(1) The parties to an arbitration agreement have their places of business in different countries at the time of the conclusion of such arbitration agreement;

(2) One of the following places is situated outside the country in which the parties have their places of business:

(A) The place of arbitration, if determined in or pursuant to the arbitration agreement;  
or

(B) Any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or

(3) The parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

(d) For the purposes of subsection (c) of this Code section:

(1) If a party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement; and

(2) If a party does not have a place of business, reference is to be made to such party's habitual residence.

(e) This part shall not affect any other law of this state by virtue of which certain disputes shall not be submitted to arbitration or may be submitted to arbitration only according to provisions other than those of this part.

9-9-22.

(a) As used in this part, the term:

(1) 'Arbitration' means any arbitration, whether or not administered by a permanent arbitral institution.

(2) 'Arbitration agreement' means an agreement by the parties to submit to arbitration all or certain disputes that have arisen or may arise between them in respect of a defined

59 legal relationship, whether contractual or not, and may be in the form of an arbitration  
60 clause in a contract or in the form of a separate agreement.

61 (3) 'Arbitration award' means a decision of an arbitration tribunal on the substance of a  
62 dispute submitted to it and shall include an interim, interlocutory, or partial award.

63 (4) 'Arbitration tribunal' means a sole arbitrator or a panel of arbitrators.

64 (b)(1) Where a provision of this part, except Code Section 9-9-50, leaves the parties free  
65 to determine a certain issue, such freedom shall include the right of the parties to  
66 authorize a third party, including an institution, to make that determination.

67 (2) Where a provision of this part refers to the fact that the parties have agreed or that  
68 they may agree or in any other way refers to an agreement of the parties, such agreement  
69 shall include any arbitration rule referred to in such agreement.

70 (3) Where a provision of this part, other than in paragraph (1) of Code Section 9-9-47  
71 and paragraph (1) of subsection (b) of Code Section 9-9-54, refers to a claim, it shall also  
72 apply to a counterclaim, and where it refers to a defense, it shall also apply to a defense  
73 to such counterclaim.

74 9-9-23.

75 (a) In the interpretation of this part, regard shall be given to its international origin and to  
76 the need to promote uniformity in its application and the observance of good faith.

77 (b) Questions concerning matters governed by this part which are not expressly settled in  
78 it are to be settled in conformity with the general principles on which this part is based.

79 9-9-24.

80 (a) Unless otherwise agreed by the parties:

81 (1) Any written communication shall be deemed to have been received if it is delivered  
82 to the addressee personally or if it is delivered at his or her place of business, habitual  
83 residence, or mailing address; if none of these can be found after making a reasonable  
84 inquiry, a written communication shall be deemed to have been received if it is sent to  
85 the addressee's last known place of business, habitual residence, or mailing address by  
86 registered mail or any other means which provides a record of the attempt to deliver it;  
87 and

88 (2) Communications shall be deemed to have been received on the day it is delivered.

89 (b) The provisions of this Code section shall not apply to communications in court  
90 proceedings.

91 9-9-25.

92 A party who knows that any provision of this part from which the parties may derogate or  
93 any requirement under the arbitration agreement has not been complied with and yet  
94 proceeds with the arbitration without objecting to such noncompliance without undue delay  
95 or, if a time limit is provided therefor, within such period of time, shall be deemed to have  
96 waived the right to object.

97 9-9-26.

98 In matters governed by this part, no court shall intervene except where provided in this  
99 part. If the controversy is within the scope of this part, the arbitration agreement shall be  
100 enforced by the courts of this state in accordance with this part without regard to the  
101 justiciable character of the controversy.

102 9-9-27.

103 The functions referred to in subsections (c) and (d) of Code Section 9-9-32, subsection (c)  
104 of Code Section 9-9-34, Code Section 9-9-35, paragraph (3) of Code Section 9-9-37, Code  
105 Section 9-9-49, and subsection (b) of Code Section 9-9-56 shall be performed by the  
106 superior court in the county agreed upon by the parties. Barring such agreement, these  
107 functions shall be performed by the superior court:

108 (1) In any county where any portion of the hearing has been conducted;

109 (2) If no portion of the hearing has been conducted in this state, in the county where any  
110 party resides or does business; or

111 (3) If there is no such county, in any county.

112 9-9-28.

113 (a) All arbitration agreements shall be in writing.

114 (b) A written arbitration agreement means that its contents are recorded in any form,  
115 whether or not the arbitration agreement or contract has been concluded orally, by conduct,  
116 or by other means.

117 (c)(1) As used in this subsection, the term:

118 (A) 'Data message' means information generated, sent, received or stored by electronic,  
119 magnetic, optical, or similar means, including, but not limited to, electronic data  
120 interchange (EDI), e-mail, telegram, telex, or telecopy.

121 (B) 'Electronic communication' means any communication that the parties make by  
122 means of data messages.

(2) The requirement that an arbitration agreement be in writing may be met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference.

(d) An arbitration agreement shall be deemed to be in writing if it is contained in an exchange of statements of claim and defense in which the existence of an arbitration agreement is alleged by one party and not denied by the other.

(e) The reference in a contract to any document containing an arbitration clause shall constitute an arbitration agreement in writing, provided that the reference is such as to make that clause a part of the contract.

9-9-29.

(a) A court before which a civil action is brought in a matter which is the subject of an arbitration agreement shall, if a party so requests not later than when submitting the party's first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the arbitration agreement is null and void, inoperative, or incapable of being performed.

(b) Where an action referred to in subsection (a) of this Code section has been brought, arbitral proceedings may nevertheless be commenced or continued, and an arbitration award may be made, while the action is pending before the court.

9-9-30.

Before or during arbitral proceedings, a party may request from a court an interim measure of protection, and a court may grant such measure, and such request shall not be deemed to be incompatible with an arbitration agreement.

9-9-31.

The parties shall be free to determine the number of arbitrators, and if no determination is stated, the number of arbitrators shall be one.

9-9-32.

(a) No person shall be precluded by reason of nationality from acting as an arbitrator, unless otherwise agreed by the parties.

(b) The parties shall be free to agree on a procedure to appoint the arbitrator or arbitrators, subject to the provisions of subsections (d) and (e) of this Code section.

(c) If the parties do not agree on the procedure to appoint the arbitrator or arbitrators:

(1) In an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint

the arbitrator within 30 days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made, upon request of a party, by the court specified in Code Section 9-9-27; or

(2) In an arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator within 30 days, the arbitrator shall be appointed, upon request of a party, by the court specified in Code Section 9-9-27.

(d) Where, under an appointment procedure agreed upon by the parties:

(1) A party fails to act as required under such procedure;

(2) The parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure; or

(3) A third party, including an institution, fails to perform any function entrusted to it under such procedure,

any party may request the court specified in Code Section 9-9-27 to take the necessary measure, unless the arbitration agreement on the appointment procedure provides other means for securing the appointment.

(e) A decision on a matter entrusted by subsections (c) or (d) of this Code section to the court specified in Code Section 9-9-27 shall not be subject to appeal. The court, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by the arbitration agreement and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than those of the parties.

(f) An arbitrator shall not be liable for:

(1) Anything done or omitted in the discharge or purported discharge of arbitral functions, unless the act or omission is shown to have been in bad faith; or

(2) Any mistake of law, fact, or procedure made in the course of arbitration proceedings or in the making of an arbitration award.

(g) Subsection (f) of this Code section shall apply to an employee or agent of an arbitrator and to an appointing authority, arbitral institution, or person designated or requested by the parties to appoint or nominate an arbitrator or provide other administrative services in support of the arbitration.

9-9-33.

(a) When a person is approached in connection with the possible appointment of such person as an arbitrator, such person shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, from the time

of appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by the arbitrator.

(b) An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess qualifications agreed to by the parties. A party may challenge an arbitrator appointed by the party, or in whose appointment the party has participated, only for reasons of which the party becomes aware after the appointment has been made.

9-9-34.

(a) The parties shall be free to agree on a procedure for challenging an arbitrator, subject to the provisions of subsection (c) of this Code section.

(b) If the parties fail to agree on a procedure for challenging an arbitrator, a party who intends to challenge an arbitrator shall, within 15 days after becoming aware of the constitution of the arbitration tribunal or after becoming aware of any circumstance referred to in subsection (b) of Code Section 9-9-33, send a written statement of the reasons for the challenge to the arbitration tribunal. Unless the challenged arbitrator withdraws from office or the other party agrees to the challenge, the arbitration tribunal shall decide on the challenge.

(c) If a challenge under the procedure set forth in subsection (b) of this Code section is not successful, within 30 days after having received notice of the decision rejecting the challenge, the challenging party may request that the court specified in Code Section 9-9-27 decide on the challenge, which decision shall not be subject to appeal; while such a request is pending, the arbitration tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an arbitration award.

9-9-35.

(a) If an arbitrator becomes de jure or de facto unable to perform his or her functions or for other reasons fails to act without undue delay, the arbitrator's mandate terminates if he or she withdraws from office or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request that the court specified in Code Section 9-9-27 decide on the termination of the mandate, which decision shall not be subject to appeal.

(b) If, under this Code section or subsection (b) of Code Section 9-9-34, an arbitrator withdraws from office or a party agrees to the termination of the mandate of an arbitrator, this shall not imply acceptance of the validity of any ground referred to in this Code section or subsection (b) of Code Section 9-9-33.

9-9-36.

Where the mandate of an arbitrator terminates under Code Section 9-9-34 or 9-9-35 or because of withdrawal from office for any other reason or because of the revocation of the arbitrator's mandate by agreement of the parties or in any other case of termination of the arbitrator's mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.

9-9-37.

Unless otherwise agreed by the parties:

(1) The arbitration tribunal may rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitration tribunal that the contract is null and void shall not thereby invalidate the arbitration clause;

(2) A plea that the arbitration tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defense. A party shall not be precluded from raising such a plea by the fact that the party has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitration tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitration tribunal may, in either case, admit a later plea if it considers the delay justified; and

(3) The arbitration tribunal may rule on a plea referred to in paragraph (2) of this Code section either as a preliminary question or in an arbitration award on the merits. If the arbitration tribunal rules as a preliminary question that it has jurisdiction or only partial jurisdiction, within 30 days after having received notice of such ruling and subject to the permission of the arbitration tribunal, any party may request that the court specified in Code Section 9-9-27 decide the matter, which decision shall not be subject to appeal; while such a request is pending, the arbitration tribunal may continue the arbitral proceedings and make an arbitration award.

9-9-38.

(a) Unless otherwise agreed by the parties, the arbitration tribunal may, at the request of a party, grant interim measures as it deems appropriate.

(b) The arbitration tribunal may modify, suspend, or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitration tribunal's own initiative.



(c) The arbitration tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

(d) The arbitration tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the measure was requested or granted.

(e) If a measure ordered under subsection (a) of this Code section proves to have been unjustified from the outset, the party which obtained its enforcement may be obliged to compensate the other party for damage resulting from the enforcement of such measure or from its providing security in order to avoid enforcement. This claim may be put forward in the pending arbitral proceedings.

(f) An interim measure issued by an arbitration tribunal shall be recognized as binding and, unless otherwise provided by the arbitration tribunal, enforced upon application to the competent court, irrespective of the country in which it was issued, subject to the provisions of Code Section 9-9-39.

(g) The party who is seeking or has obtained recognition or enforcement of an interim measure shall promptly inform the court of any termination, suspension, or modification of that interim measure.

(h) Where recognition or enforcement of an interim measure is sought in a court of this state, such court may order the requesting party to provide appropriate security if the arbitration tribunal has not already made a determination with respect to security or where such a decision is necessary to protect the rights of third parties.

9-9-39.

(a) Recognition or enforcement of an interim measure may be refused only:

(1) At the request of the party against whom it is invoked if the court is satisfied that:

(A) Such refusal is warranted on the grounds set forth in subparagraphs (a)(1)(A) through (a)(1)(D) of Code Section 9-9-58;

(B) The arbitration tribunal's decision with respect to the provision of security in connection with the interim measure issued by the arbitration tribunal has not been complied with; or

(C) The interim measure has been terminated or suspended by the arbitration tribunal or, where so empowered, by the court of the state in which the arbitration takes place or under the law of which that interim measure was granted; or

(2) If the court finds that:

(A) The interim measure is incompatible with the powers conferred upon the court, unless the court decides to reformulate the interim measure to the extent necessary to adapt it to its own powers and procedures for the purposes of enforcing that interim measure and without modifying its substance; or

297 (B) Any of the grounds set forth in subparagraph (a)(2)(A) or (a)(2)(B) of Code  
298 Section 9-9-58 shall apply to the recognition and enforcement of the interim measure.  
299 (b) Any determination made by the court on any ground in subsection (a) of this Code  
300 section shall be effective only for the purposes of the application to recognize and enforce  
301 the interim measure. Where recognition or enforcement is sought, the court shall not  
302 undertake a review of the substance of the interim measure in determining any ground  
303 specified in subsection (a) of this Code section.

304 9-9-40.  
305 The parties shall be treated with equality, and each party shall be given a full opportunity  
306 of presenting its case.

307 9-9-41.  
308 (a) Subject to the provisions of this part, the parties shall be free to agree on the procedure  
309 to be followed by the arbitration tribunal in conducting the proceedings.  
310 (b) If the parties fail to agree on the procedure to be followed by the arbitration tribunal  
311 in conducting proceedings, the arbitration tribunal may, subject to the provisions of this  
312 part, conduct the arbitration in such manner as it considers appropriate. The power  
313 conferred upon the arbitration tribunal includes the power to determine the admissibility,  
314 relevance, materiality, and weight of any evidence.

315 9-9-42.  
316 (a) The parties shall be free to agree on the place of arbitration; provided, however, that  
317 failing such agreement, the place of arbitration shall be determined by the arbitration  
318 tribunal having regard to the circumstances of the case, including the convenience of the  
319 parties.  
320 (b) Notwithstanding the provisions of subsection (a) of this Code section, the arbitration  
321 tribunal may, unless otherwise agreed by the parties, meet at any place it considers  
322 appropriate for consultation among its members, for hearing witnesses, experts, or the  
323 parties, or for inspection of goods, other property, or documents.

324 9-9-43.  
325 Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular  
326 dispute shall commence on the date on which a request for that dispute to be referred to  
327 arbitration is received by the respondent.

9-9-44.

(a) The parties shall be free to agree on the language or languages to be used in the arbitral proceedings; provided, however, that failing such agreement, the arbitration tribunal shall determine the language or languages to be used in the proceedings. Such agreement or determination, unless otherwise specified therein, shall apply to any written statement by a party, any hearing, and any arbitration award, decision, or other communication by the arbitration tribunal.

(b) The arbitration tribunal may order that any documentary evidence be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitration tribunal.

9-9-45.

(a) Within the period of time agreed by the parties or determined by the arbitration tribunal, the claimant shall state the facts supporting his or her claim, the points at issue, and the relief or remedy sought, and the respondent shall state his or her defense in respect of these particulars, unless the parties have otherwise agreed as to the required elements of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.

(b) Unless otherwise agreed by the parties, either party may amend or supplement his or her claim or defense during the course of the arbitral proceedings, unless the arbitration tribunal considers it inappropriate to allow such amendment having regard to the delay in making it.

9-9-46.

(a) Subject to any contrary agreement by the parties, the arbitration tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials; provided, however, that unless the parties have agreed that no hearings shall be held, the arbitration tribunal shall hold hearings at an appropriate stage of the proceedings, if requested by a party.

(b) The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitration tribunal for the purposes of inspection of goods, other property, or documents.

(c) All statements, documents, or other information supplied to the arbitration tribunal by one party shall be communicated to the other party. Any expert report or evidentiary

document on which the arbitration tribunal may rely in making its decision shall be communicated to the parties.

(d) Unless the parties agree to confer such power on the tribunal, the tribunal shall not have the power to order consolidation of proceedings or concurrent hearings; provided, however, that the parties shall be free to agree:

(1) That the arbitral proceedings shall be consolidated with other arbitral proceedings;

or

(2) That concurrent hearings shall be held, on such terms as may be agreed.

9-9-47.

Unless otherwise agreed by the parties, if, without showing sufficient cause:

(1) The claimant fails to communicate his or her statement of claim in accordance with subsection (a) of Code Section 9-9-45, the arbitration tribunal shall terminate the proceedings;

(2) The respondent fails to communicate his or her statement of defense in accordance with subsection (a) of Code Section 9-9-45, the arbitration tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations; and

(3) Any party fails to appear at a hearing or to produce documentary evidence, the arbitration tribunal may continue the proceedings and make the arbitration award on the evidence before it.

9-9-48.

(a) Unless otherwise agreed by the parties, the arbitration tribunal:

(1) May appoint one or more experts to report to it on specific issues to be determined by the arbitration tribunal; and

(2) May require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods, or other property for the expert's inspection.

(b) Unless otherwise agreed by the parties, if a party requests or if the arbitration tribunal considers it necessary, the expert shall, after delivery of the expert's written or oral report, participate in a hearing where the parties have the opportunity to put questions to the expert and to present expert witnesses in order to testify on the points at issue.

9-9-49.

(a) The arbitrators may issue subpoenas for the attendance of witnesses and for the production of books, records, documents, and other evidence. Subpoenas shall be served

and, upon application to the court specified in Code Section 9-9-27 by a party or the arbitrators, enforced in the same manner provided by law for the service and enforcement of subpoenas in a civil action.

(b) Notices to produce books, writings, and other documents or tangible things, depositions, and other discovery may be used in the arbitration according to procedures established by the arbitrators.

(c) A party shall have the opportunity to obtain a list of witnesses and to examine and copy documents relevant to the arbitration.

(d) Witnesses shall be compensated in the same amount and manner set forth in Title 24.

9-9-50.

(a) The arbitration tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given state shall be construed, unless otherwise expressed, as directly referring to the substantive law of that state and not to its conflict of laws rules.

(b) Failing any designation by the parties, the arbitration tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

(c) The arbitration tribunal shall decide ex aequo et bono or as amiable compositeur only if the parties have expressly authorized it to do so.

(d) In all cases, the arbitration tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

9-9-51.

In arbitral proceedings with more than one arbitrator, any decision of the arbitration tribunal shall be made, unless otherwise agreed by the parties, by a majority of all its members; provided, however, that questions of procedure may be decided by a presiding arbitrator, if authorized by the parties or all members of the arbitration tribunal.

9-9-52.

(a) If, during arbitral proceedings, the parties settle the dispute, the arbitration tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitration tribunal, record the settlement in the form of an arbitration award on agreed terms.

(b) An arbitration award on agreed terms shall be made in accordance with the provisions of Code Section 9-9-53 and shall state that it is an arbitration award. Such an arbitration award shall have the same status and effect as any other arbitration award on the merits of the case.

9-9-53.

(a) An arbitration award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitration tribunal shall suffice, provided that the reason for any omitted signature is stated.

(b) The arbitration award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the arbitration award is an arbitration award on agreed terms pursuant to Code Section 9-9-52.

(c) The arbitration award shall state its date and the place of arbitration as determined in accordance with subsection (a) of Code Section 9-9-42. The arbitration award shall be deemed to have been made at that place.

(d) After the arbitration award is made, a copy signed by the arbitrators in accordance with subsection (a) of this Code section shall be delivered to each party.

(e) The arbitrators may award reasonable fees and expenses actually incurred, including, without limitation, fees and expenses of legal counsel, to any party to the arbitration and shall allocate the costs of the arbitration among the parties as it determines appropriate.

9-9-54.

(a) The arbitral proceedings shall be terminated by the final arbitration award or by an order of the arbitration tribunal in accordance with subsection (b) of this Code section.

(b) The arbitration tribunal shall issue an order for the termination of the arbitral proceedings when:

(1) The claimant withdraws his or her claim, unless the respondent objects thereto and the arbitration tribunal recognizes a legitimate interest by the respondent in obtaining a final settlement of the dispute;

(2) The parties agree on the termination of the proceedings; or

(3) The arbitration tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

(c) The mandate of the arbitration tribunal shall terminate with the termination of the arbitral proceedings, subject to the provisions of Code Section 9-9-55 and subsection (d) of Code Section 9-9-56.

9-9-55.

(a)(1) Within 30 days of receipt of the arbitration award, unless another period of time has been agreed upon by the parties:

(A) A party, with notice to the other party, may request the arbitration tribunal to correct in the arbitration award any errors in computation, any clerical or typographical errors, or any errors of similar nature; and

(B) If agreed by the parties, a party, with notice to the other party, may request the arbitration tribunal to give an interpretation of a specific point or part of the arbitration award.

(2) If the arbitration tribunal considers any request under paragraph (1) of this subsection to be justified, it shall make the correction or give the interpretation within 30 days of receipt of the request. The interpretation shall form part of the arbitration award.

(b) The arbitration tribunal may correct any error of the type referred to in subparagraph (a)(1)(A) of this Code section on its own initiative within 30 days of the date of the arbitration award.

(c) Unless otherwise agreed by the parties, a party, with notice to the other party, may request, within 30 days of receipt of the arbitration award, the arbitration tribunal to make an additional award as to claims presented in the arbitration proceedings but omitted from the arbitration award. If the arbitration tribunal considers such request to be justified, it shall make the additional award within 60 days of receipt of the request.

(d) The arbitration tribunal may extend, if necessary, the period of time within which it shall make a correction, interpretation, or an additional award under subsection (a) or (c) of this Code section.

(e) The provisions of Code Section 9-9-53 shall apply to a correction or interpretation of the arbitration award or to an additional award.

9-9-56.

(a) Recourse to a court against an arbitration award may be made only by an application for setting aside in accordance with subsections (b) and (c) of this Code section.

(b) An arbitration award may be set aside by the court specified in Code Section 9-9-27 only if:

(1) The party making the application furnishes proof that:

(A) A party to the arbitration agreement referred to in Code Section 9-9-28 was under some incapacity; or that said arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of this state;

(B) The party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his or her case;

(C) The arbitration award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitration award which contains decisions on matters not submitted to arbitration may be set aside; or

(D) The composition of the arbitration tribunal or the arbitral procedure was not in accordance with the arbitration agreement of the parties, unless such arbitration agreement was in conflict with a provision of this part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this part; or

(2) The court finds that:

(A) The subject matter of the dispute is not capable of settlement by arbitration under the law of the United States; or

(B) The arbitration award is in conflict with the public policy of the United States.

(c) An application for setting aside an arbitration award may not be made after three months have elapsed from the date on which the party making that application had received the arbitration award or, if a request had been made under Code Section 9-9-55, from the date on which that request had been disposed of by the arbitration tribunal.

(d) The court, when asked to set aside an arbitration award, may, where appropriate and requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitration tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitration tribunal's opinion will eliminate the grounds for setting aside.

(e) Where none of the parties is domiciled or has its place of business in this state, they may, by written agreement referencing this subsection, limit any of the grounds for recourse against the arbitration award under this Code section, with the exception of paragraph (2) of subsection (b) of this Code section.

9-9-57.

(a) An arbitration award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this Code section and of Code Section 9-9-58.

(b) The party relying on an arbitration award or applying for its enforcement shall supply the original arbitration award or a copy thereof. The court may request the party to supply a translation of the arbitration award.



9-9-58.

(a) Recognition or enforcement of an arbitration award, irrespective of the country in which it was made, may be refused only:

(1) At the request of the party against whom it is invoked, if that party furnishes to the competent court where recognition or enforcement is sought proof that:

(A) A party to the arbitration agreement referred to in Code Section 9-9-28 was under some incapacity; or the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the arbitration award was made;

(B) The party against whom the arbitration award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his or her case;

(C) The arbitration award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the arbitration award which contains decisions on matters submitted to arbitration may be recognized and enforced;

(D) The composition of the arbitration tribunal or the arbitral procedure was not in accordance with the arbitration agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(E) The arbitration award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that arbitration award was made; or

(2) If the court finds that:

(A) The subject matter of the dispute is not capable of settlement by arbitration under the law of the United States; or

(B) The recognition or enforcement of the arbitration award would be contrary to the public policy of the United States.

(b) If an application for setting aside or suspension of an arbitration award has been made to a court referred to in subparagraph (a)(1)(E) of this Code section, the court where recognition or enforcement is sought may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the arbitration award, order the other party to provide appropriate security.

566 9-9-59.  
567 Any judgment considered a final judgment under this part may be appealed pursuant to  
568 Chapter 6 of Title 5."

569 **SECTION 2.**

570 This Act shall become effective on July 1, 2012, and shall apply to international arbitration  
571 agreements entered into on and after such date. This Act shall not apply to any international  
572 arbitration agreements entered into prior to July 1, 2012, to which the provisions of the  
573 former Part 2 of Article 1 of Chapter 9 of Title 9 shall apply.

574 **SECTION 3.**

575 All laws and parts of laws in conflict with this Act are repealed.