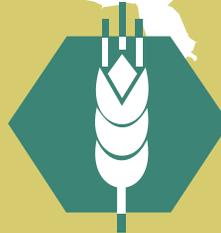


visited 12/2/10

# NGFA<sup>®</sup> Trade Rules and Arbitration Rules Booklet

**As Amended March 5, 2010  
(Published March 2010)**



## **National Grain and Feed Association**

1250 Eye St., NW, Suite 1003  
Washington, D.C. 20005-3922

Phone: (202) 289-0873, Fax: (202) 289-5388

E-mail: [ngfa@ngfa.org](mailto:ngfa@ngfa.org), Web Site: [www.ngfa.org](http://www.ngfa.org)

**The NGFA Trade Rules and Arbitration Rules are amended periodically pursuant to the NGFA Bylaws. Current copies of the rules are available to the general public by contacting the NGFA or through the NGFA website. But only NGFA members are ensured access to the NGFA Arbitration System.**

visited 12/2/10

**Arbitration Rules  
of the  
National Grain and Feed Association**

|                            |                            |
|----------------------------|----------------------------|
| Adopted October 3, 1901    | Amended March 31, 1978     |
| Revised January 1, 1906    | Amended March 8, 1979      |
| Amended October 17, 1908   | Amended March 23, 1982     |
| Revised October 12, 1910   | Amended March 13, 1984     |
| Amended October 16, 1913   | Amended September 12, 1986 |
| Revised September 27, 1916 | Amended March 27, 1990     |
| Amended September 25, 1918 | Amended March 12, 1991     |
| Amended October 15, 1919   | Amended March 24, 1992     |
| Amended October 13, 1920   | Amended March 23, 1993     |
| Amended October 5, 1921    | Amended March 21, 1994     |
| Amended October 3, 1922    | Amended September 15, 1996 |
| Amended October 3, 1923    | Amended September 8, 1997  |
| Amended October 20, 1926   | Amended August 24, 1998    |
| Amended September 26, 1928 | Amended March 23, 1999     |
| Amended October 15, 1940   | Amended March 31, 2000     |
| Amended September 16, 1947 | Amended March 19, 2002     |
| Amended October 11, 1949   | Amended March 16, 2004     |
| Amended September 26, 1950 | Amended April 1, 2005      |
| Amended September 22, 1953 | Amended March 7, 2006      |
| Amended March 14, 1963     | Amended March 20, 2007     |
| Amended March 25, 1971     | Amended March 28, 2008     |
| Amended March 20, 1975     | Amended March 31, 2009     |
| Amended March 23, 1977     |                            |

**The Arbitration System  
Description and Purpose**

**Section 1.** The arbitration system of this Association shall comprise as many National Arbitration Committees, consisting of three members, as may be required by the nature and variety of disputes arising, and an Arbitration Appeals Committee. These committees will be formed as provided in Section 4.

The National Secretary shall have the authority to make such decisions as are necessary to carry out these Rules.

The purpose of arbitration in this Association is to settle disputes, adjust unsatisfactory conditions, and avoid litigation among its members and nonmembers subject to these rules.

All terms used in these rules are intended to be gender neutral (i.e., references to "him" include "her" and "it"; references to chairman are without regard to gender).

**Matters to be Arbitrated**

**Section 2.** The term dispute as used, herein, shall be deemed to cover the original complaint as filed, and also any cross complaint, counterclaim, or offset as set forth by the defendant, but in no case shall the matters submitted by the defendant be any other than those directly related to the transaction on which the original complaint is made.

**Jurisdiction**

**Section 3.**

(a) The National Grain and Feed Association (NGFA) may properly consider a case involving a dispute between or among any of the following:

(1) Active members of the National Association (among whom arbitration by the National Association is made compulsory by the Association Bylaws). For purposes of compulsory arbitration, the term "dispute" shall mean issues

visited 12/2/10

## NGFA Arbitration Rules

involving the warehousing, processing, manufacturing, merchandising, financing, transportation, or distribution of grain or feed, or feed ingredients within or between the United States, Mexico or Canada; or any issue involving the NGFA Trade Rules;

(2) Active members of the National and nonmembers, by consent of both parties or by court order. In the absence of a court order a case between a member and a nonmember may not be properly considered by the National Arbitration Committee without the consent of both parties. If the contract in dispute between a member and nonmember provides for arbitration by the National Association or under its Arbitration Rules, the parties to the contract shall be deemed to have consented to arbitration under these Arbitration Rules;

(3) Disputes involving those subclasses of Associate members accorded arbitration rights by the NGFA Board of Directors, and/or disputes involving Associate/Trading members and nonmembers or other classes of members, by consent of both parties or by court order.

(b) The NGFA shall not, except by consent of both parties, assume jurisdiction over transactions between members of the same regularly organized Board of Trade or Grain Exchange when such transactions are subject to the terms of such Board of Trade or Grain Exchange; or between members of the North American Export Grain Association when a vessel shipment is made subject to the arbitration rules of that association by a contract executed by both parties.

(c) **Rules of Contract Interpretation:** The following general rules of contract interpretation shall apply in NGFA arbitration cases:

(1) In cases between NGFA Active members, the NGFA Trade Rules shall be deemed to apply unless expressly excluded or inconsistent with the express contractual terms governing a transaction;

(2) Where the parties to a transaction have expressly provided for the trade rules of another association or group to apply to a transaction in lieu of the NGFA Trade Rules, then such terms shall be used to decide the case;

(3) If a contract between a member and nonmember references NGFA Arbitration but does not also reference the NGFA Trade Rules,

the NGFA Trade Rules do not expressly govern the transaction but they may reflect general customs and practices of the trade.

(4) A general reference to NGFA rules shall be deemed to incorporate all rules of this Association including the Trade Rules and Arbitration Rules.

(d) The original complaint in connection with any disputed matter proposed for arbitration must be filed with the National Secretary within twelve (12) months after a claim arises, or within twelve (12) months after the expiration date for performance of the contract or contracts involved, whichever occurs last; except that in cases between a member and nonmember arbitrated pursuant to a court order, the complaint must be filed within 30 days of issuance of the court order, or within twelve (12) months after a claim arises, or within twelve (12) months after the expiration date for performance of the contract or contracts involved, whichever occurs last.

(e) Except where otherwise provided, the term member(s) as used in these Arbitration Rules shall mean Active or Associate/Trading member, and those subclasses of Associate members accorded arbitration rights by the NGFA Board of Directors. The term nonmember(s) shall mean any other individual or firm.

### Formation of Committees

#### Section 4.

(a) Each National Arbitration Committee of three arbitrators shall be selected by the National Secretary and approved by the Chairman of the National Grain and Feed Association with respect to each case to be referred to said committee.

(b) These arbitrators shall be selected from the membership with a view to forming each committee of prominent people experienced in the type of trade or transaction involved in cases to be brought before it. To qualify as an arbitrator, an individual:

(1) must be an employee, or active partner, principal, officer or director of a member firm eligible to arbitrate disputes under these rules; and

(2) should be commercially disinterested with respect to the particular dispute intended to be presented to him for judgment. If an individual arbitrator changes employment or

visited 12/2/10

## NGFA Arbitration Rules

affiliation as an active partner, principal, officer or director from one member firm to another member firm, the individual must continue to be commercially disinterested or be replaced.

(c) Each Arbitration Appeals Committee shall consist of five persons selected by the National Secretary from the Arbitration Appeals Panel and approved by the Chairman with respect to each case to be referred to said committee.

(d) If an individual committee member ceases to be employed by or affiliated as an active partner, principal, officer or director of a member firm prior to a decision, the individual committee member would be disqualified. In the event of the absence, resignation, refusal to act or disqualification of a regular member of a National committee, the National Secretary, with the approval of the NGFA Chairman, shall fill the vacancy with any eligible member who will consent to serve, and said appointee shall have the same power and duties as such regular member. The acts of a committee so formed shall be of the same effect as the acts of a regular committee.

### Procedure for Instituting Cases

#### Section 5.

(a) To commence a case, a complaint must be submitted to the National Secretary. This complaint should state specifically the nature of the dispute; including the defendant's name and address, applicable contract numbers, date of incident giving rise to the dispute, and the amount of damages claimed.

(b) The National Secretary then will prepare and submit to the disputants a contract for arbitration, to be signed by a responsible officer of each firm which is party to the dispute. This contract shall provide that the disputants will agree to abide by the award of the National Arbitration Committee or of the Arbitration Appeals Committee, if the original verdict is appealed by one or more of them; and to release the Association and the members of said committee(s) from all responsibility for any errors in judgment that may occur in any respect whatsoever, and from any damage or loss resulting from their acts.

(c) Upon signing said arbitration agreement, each disputant must pay an arbitration service fee based on the amount of the Plaintiff's claims as

follows:

| <u>Amount of Claim</u> | <u>Fee</u>                    |
|------------------------|-------------------------------|
| Up to \$100,000        | \$400, plus 1% of the claim   |
| \$100,001 to \$500,000 | \$900, plus ½% of the claim   |
| \$500,001 and greater  | \$2,150, plus ¼% of the claim |

The maximum arbitration service fee shall be \$10,000. In the event a case is settled prior to the request to the plaintiff for rebuttal, parties may receive as refund of arbitration fees, up to fifty percent (50%) of the previously submitted fees. In all cases, the National Secretary may reduce refunds by direct or indirect costs incurred by the Association in connection with a case. For cases settled following submission of the rebuttal, fees are non-refundable. In string or other multi-party cases treated as a single arbitration by the Association, a party shall not be required to pay more than a maximum of two arbitration service fees.

(d) In the event of a complaint being submitted by an Active member or Allied member against another Active member or Allied member, or nonmember by consent of both parties, or by virtue of a court order, it shall be the duty of both parties to complete the contract for arbitration within fifteen (15) days from the date the party receives the contract from the National Secretary.

(e) Where a party fails to pay the arbitration service fee and/or fails to execute the contract for arbitration, the National Secretary may without further submissions by the parties enter a default judgment or such other relief as the National Secretary deems appropriate. Any party against whom a default judgment has been entered under this provision may apply for vacation of the default judgment within fifteen (15) days of entry of the default judgment by submitting a verified statement setting forth its explanation for the failure to respond to the Plaintiff's demand against the defaulting party. Such verified statement shall include the specific factual or other grounds of defense that the party against whom the default has been entered would present to a National Arbitration Committee. In addition, the defaulting party shall tender its arbitration service fee in the form of a certified money order, cashier's check, or by wire transfer or other

visited 12/2/10

## NGFA Arbitration Rules

comparable payment mechanism payable to the National Grain and Feed Association, calculated in accordance with Section 5(c) of these Rules. Failure to tender the required fee shall result in a denial of the relief being sought by the defaulting party. The National Secretary may vacate the default judgment, based solely on the defaulting party's submission, within thirty (30) days of receipt. A timely request for vacation of a default judgment shall stay the time for appeal under Section 9(a) of these Rules. A judgment entered by the National Secretary shall have the same effect as a judgment entered by a National Arbitration Committee.

(f) In the event a party against whom a complaint has been filed desires to file a cross-complaint, counterclaim, or offset, arising out of the same transaction upon which the complaint is based, he shall be permitted to do so, and same shall be passed upon by the National Arbitration Committee, all with the same force and effect as though the cross-complaint was the original complaint. The cross-complaint shall be filed at the same time the answer is due. The complaint and the cross-complaint shall be heard as one case. For cases involving a string trade (a trade with subsequent purchase(s) and sale(s) of the same shipment occurring after formation of the original contract but before shipment is received by the final receiver), the time limits established in Rule 7 may be amended by the National Secretary to permit the exchange of arguments between original plaintiff and ultimate defendant.

(g) If all parties to a string trade agree, and consent to abide by the ultimate decision, the original plaintiff and ultimate defendant will be permitted to release the parties in the middle of the string from participating in the Arbitration.

### Procedure for Preparing a Case

#### Section 6.

(a) In preparing either side of a case for submission to a National Arbitration Committee a party will be expected to furnish:

(1) A concise and clear statement of all that is claimed. Parties to the arbitration are responsible for clearly presenting all aspects of their case (the National Secretary and the Arbitration panel are not responsible for undertaking fact-finding searches or discovery);

(2) The contract or contracts, if any, including all written evidence, letters, and

*(published 3/10)*

telegrams, tending to establish the terms and conditions (or photostatic or verified copies thereof).

The contract is the basis for most of the cases in dispute. Special care should be exercised to establish the terms and conditions of it, in the preparation of a case of arbitration.

(3) Any supporting documents (including but not limited to shipping directions, bills of lading, etc.) relied upon by a party to establish the terms and conditions of a contract or breach thereof.

(4) Proof of market difference when there is any probability of the market difference affecting the rights of the parties to the case, either because of discounts for grade, delay in shipment, or non-fulfillment of contract. The proof of market difference might be the price bulletin of the market to which the grain in question was shipped, or intended to be shipped, of those dates on which the price is to be established; but in case it is necessary to establish such difference in a market where no price bulletin is regularly issued, affidavits by disinterested persons should be furnished.

(b) All evidence should be arranged in chronological order to present a clear history of the case.

(c) Evidence and argument must be submitted by all parties.

(d) When the original papers concerning the case cannot be supplied and copies are substituted, a statement should be made under oath that the original papers have been lost or are beyond the control of the party offering copies as evidence and that the copies, so offered, are true copies.

(e) All papers should be fastened together securely to avoid loss.

(f) Samples should not be submitted in evidence as the arbitrators will not act as inspectors or compare samples. If the grade or quality of commodities is in dispute, inspection certificates or other documentary evidence must be submitted.

### Procedure for Handling a Case Prior to Committee

#### Section 7.

(a) Each case shall be filed in writing with the

visited 12/2/10

## NGFA Arbitration Rules

National Secretary, and shall include all the evidence and a set of pleadings as described above.

(b) The plaintiff shall have twenty (20) days from the date he receives notification from the National Secretary to prepare and file his first argument.

(c) Upon receipt of the first papers from the plaintiff, the National Secretary shall within ten (10) days thereafter forward to the defendant a duplicate copy of all papers filed by the plaintiff.

(d) The defendant shall have twenty (20) days to forward its answer from the date it receives the plaintiff's pleadings and evidence from the National Secretary and to submit a cross complaint or counterclaim.

(e) Upon receipt of such answer and of the cross pleadings, if any, of the defendant, the National Secretary shall forthwith and within five (5) days forward a copy of same to the plaintiff, who shall have ten (10) days after receipt thereof to file a rebuttal.

(f) Upon receipt of the rebuttal the National Secretary shall forthwith and within five (5) days forward a copy to the defendant, who shall have ten (10) days from date of receipt to file a surrebuttal to the National Secretary.

(g) Upon receipt of the surrebuttal the National Secretary shall within five (5) days of receipt thereof forward a copy to the plaintiff.

(h) In cases involving more than two parties, the National Secretary may adjust the procedure and time periods for filing written pleadings.

(i) In addition to default judgments issued pursuant to Section 5(e), where a party has failed to file arbitration papers in accordance with the time limits specified in this Section or by the National Secretary, the delinquent party shall be deemed to be in default, except there is no obligation to file a rebuttal or surrebuttal. The National Secretary may for good cause shown extend the time limits specified herein for a period no longer than twenty (20) days from the end of the specified time period. Requests for extension of time must be made prior to expiration of the specified time period. Any extension so granted must be in writing, and a copy thereof

sent to both parties.

### Procedure in Committee and in Announcing Awards

#### Section 8.

(a) When a case is fully prepared and ready to be assigned for hearing, the National Secretary shall assign it to a qualified committee as he may deem advisable for the expeditious handling of the case in the Association. A member of the committee shall disclose to the National Secretary any circumstances likely to affect his impartiality, including any bias or any financial or personal interest in the result of the arbitration. Upon receipt of any such information from a committee member, the National Secretary shall transmit such information to both parties and replace said member if either party requests such action within five (5) days from receipt of such information or after the voluntary withdrawal of such committee member. Upon assigning a case as herein provided, the National Secretary shall notify each party of the names and addresses of the chairman and members of the National Arbitration Committee processing said case. Upon receipt of such notice, either party to the case may challenge the appointment of a member of the National Committee for prejudicial or other causes within five (5) days of receipt of this notice. Upon determination that such challenge is valid the National Secretary shall replace such member.

(b) The Chairman of a National Arbitration Committee may choose for his committee to determine its awards, or otherwise dispose of the cases submitted to it by one or more of the methods hereinafter set out provided however, that if either disputant requests an oral hearing same must be held:

(1) By passing the papers from one to another by mail;

(2) By calling a meeting of the members of a Committee;

(3) By calling a meeting of members of the Committee to hear oral argument;

(4) By such other means as the Chairman may deem necessary.

(c) A decision of the members of an Arbitration Committee shall be by majority vote.

(d) A Committee cannot be called together more than once each calendar month, except by

visited 12/2/10

## NGFA Arbitration Rules

the consent of every member of a Committee.

(e) A Committee cannot act at a meeting thereof, unless all members are present.

(f) When either party to an arbitration requests an oral hearing, the same must be held. Such written request must be made to the National Secretary on or before the filing of the defendant's surrebuttal. The introduction of new documents or written evidence at an oral hearing is not permitted.

(g) The party requesting such an oral hearing must pay whatever amounts, in addition to the regular deposits as provided in Section 5(c), as shall be necessary to cover the approximate additional expenses of the Committee and the Association for the hearing. The amount of such additional expenses shall be determined and fixed by the National Secretary. The party requesting an oral hearing shall advance the amount determined necessary to cover approximately the additional hearing expenses, including a stenographic record as set forth in subsection (h) and travel expenses as set forth in subsection (j). The National Secretary shall notify the requesting party within ten (10) days after appointment of the National Arbitration Committee what the approximate expenses of the hearing will be. If both parties request an oral hearing, the amount to be paid by each in advance shall not exceed one-half of the estimated amount. The amount specified shall be advanced by the requesting party no later than ten (10) days after notification from the National Secretary. Failure to advance expenses may be grounds for denying a request for an oral hearing. After the Committee determines and fixes the actual amount of additional expense incurred, the party or parties shall be refunded or billed by the National Secretary for the difference between the amount advanced and actual costs.

(h) In the event of an oral hearing, the National Secretary shall make the necessary arrangements for the taking of an official stenographic record of the hearing. The party or parties requesting the oral hearing shall pay the cost of such record directly to the National Secretary in accordance with the normal procedure for paying the hearing costs. The National Secretary shall pay the reporting agency in accordance with their agreement. The stenographic record shall be made a part of the official transcript of the case.

(i) When a case is to be considered as in (b)(3) above, the Chairman of the Committee shall fix

a time and a place for its hearing, and shall give the National Secretary fifteen (15) days notice of the date and the place so fixed, so as to enable the National Secretary to give the parties to the arbitration ten (10) days notification of the date and the place of the hearing. Neither party shall seek to postpone the hearing of a case longer than ten (10) days after such date has been set, unless good cause, satisfactory to the Committee, can be shown therefor. Requests for postponement must be received by the National Secretary at least five (5) days prior to the date set for hearing.

(j) The members of the National Arbitration Committee, the National Secretary, and the Association's legal counsel shall receive the amount of their actual traveling and hotel expenses when attending meetings to consider a case or to hear oral testimony.

(k) The National Arbitration Committee shall act promptly on all cases submitted. The awards of the National Arbitration Committee shall be dated on the day they are received at the office of the National Secretary, and copies of said awards shall be mailed by the National Secretary to the parties to the arbitration within five (5) days after receipt thereof. Each award shall contain a concise statement of the pertinent facts and the conclusions of the National Arbitration Committee and the reasons therefor. The parties to the arbitration shall file a notice of appeal, or comply with the terms of the National Arbitration Committee's Award within fifteen (15) days from the receipt of said award.

(l) A bulletin shall be published as frequently as is necessary to give the details, as hereinafter provided, of all cases arbitrated, awards made, and any other information relative to the subject of arbitration which may be deemed of interest to the members of the Association. Copies of the bulletin shall be mailed to all NGFA members. Said bulletin shall set forth:

(1) The names of the plaintiff and the defendant;

(2) The award(s) of the Committee, giving the names of the plaintiff and the defendant in each case, the nature of the case and the amount involved, the award and such other information as may be of interest to the members;

(3) Notice of failures to comply with the terms of awards, giving a record of each case;

(4) Notice of refusals to arbitrate, giving a record of each case, and any reasons offered for

visited 12/2/10

## NGFA Arbitration Rules

said refusals;

(5) Notice of failures to answer the correspondence of the National Secretary relative to arbitration.

(m) The National Arbitration Committee and/or the Arbitration Appeals Committee may include an amount of interest in an award. If interest is awarded, unless otherwise provided by agreement between the parties, the applicable rate of interest shall be the Prime Rate as published in the *Wall Street Journal* on the date the case was filed.

### Appeal Procedure

#### Section 9.

(a) A decision of the National Arbitration Committee or a judgment of default or dismissal issued by the National Secretary shall be final unless appealed by either party. If timely and properly appealed, the case shall be reviewed by the Arbitration Appeals Committee and affirmed, modified, reversed or it may be remanded for reconsideration by the National Arbitration Committee or the National Secretary. There shall be no appeal under these rules from the decision of the Arbitration Appeals Committee. The party or parties to the appeal shall comply with the terms of the National Arbitration Appeals Committee award within fifteen (15) days from the receipt of said award. Arguments on Appeal shall be confined only to the facts contained in the record of the case. Any new evidence submitted in violation of this rule may be removed from the argument upon request of the National Secretary, or if necessary the chairman of the Arbitration Appeals Panel shall instruct the panel to disregard the new evidence.

(b) Any decision of the Arbitration Appeals Committee must be signed by a majority of the members thereof.

(c) A non-refundable appeal fee, payable only by the appellant, shall be exactly double the arbitration service fee assessed under Section 5(c) of these rules for the filing of the original arbitration case. The fee shall be deposited with the National Secretary by the appellant before the case will be considered. Said appeal fee shall be deposited at the time notice of appeal is given. If not deposited, the award of the National Arbitration Committee shall be affirmed or the appeal dismissed.

(d) Notice of appeal from an award of a National Arbitration Committee or the National Secretary accompanied by a statement in duplicate of the reasons therefore shall be filed with the National Secretary within fifteen (15) days from the date of receipt of the said award. The said notice of appeal shall be accompanied with: 1) the appellant's appeal fee; and 2) the appellant, when appealing from a judgment entered against it, also shall include full payment of the award by certified, cashier's check, or by wire transfer or other comparable payment mechanism payable to the National Grain and Feed Association.

The NGFA shall deposit arbitration award payments in an interest bearing account for the benefit of the adverse party or parties pending the decision of the Arbitration Appeals Committee or other resolution of the case. Interest accrued (less any deposit-related costs or charges incurred by NGFA) on any arbitration award deposits shall be paid to the party entitled to the principal based upon the decision of the Arbitration Appeals Committee or other resolution of the case. The party or parties responsible for payment of an award to an adverse party shall remain responsible for any difference between the rate of interest earned while on deposit with NGFA and the rate of interest set forth in a decision by the Arbitration Appeals Committee or other resolution of the case. For example, if the deposit earns a net interest rate of 4% per annum and the rate awarded by the Arbitration Appeals Committee is 9%, then the responsible party shall remain liable for the difference. The NGFA shall not have any obligation to the parties regarding the rate of interest earned on any such deposits.

(e) Within ten (10) days from the receipt of a notice of appeal at his office and check, if appropriate, the National Secretary shall forward to the appellee, by registered or certified mail, a copy of the appellant's statement of reasons and the appellee shall have twenty (20) days from the date of receipt of the said statement of reasons in which to file his answer. Upon receipt of the appellee's answer, the National Secretary shall assemble a record of the case, indexed and with pages numbered consecutively, including the aforementioned statements of appeal and answer and any other papers he deems pertinent to the case. Immediately upon the completion of the

visited 12/2/10

## NGFA Arbitration Rules

numbered transcript, the National Secretary shall submit the complete file of papers to the appellant and the appellee.

(f) Within ten (10) days of receipt of the record of the case, the appellant shall file ten (10) copies of a brief of his case with the National Secretary, each argument keyed to facts contained in the record of the case. Appellee shall file his brief, in the same form and number as the appellant's brief, within seven (7) days after date of receipt of appellant's brief from the National Secretary. Upon receipt of the appellee's brief, the National Secretary shall send a copy to the appellant.

When a case is fully prepared and ready to be assigned for hearing, the National Secretary shall inform the parties of the names of the members of the Arbitration Appeals Committee and giving notice that a challenge for prejudicial or other causes would be entertained for five (5) days from receipt of such notice. Upon a valid challenge being made, the National Secretary, with the approval of the NGFA Chairman, must immediately name a replacement or replacements to the Committee.

(g) The Arbitration Appeals Committee shall meet at the call of the chairman, at a place to be designated by him, at which meeting the Committee shall consider and decide such cases as are properly pending before the Committee; provided, however, that the chairman may submit any such cases to members of the Committee by mail, for their decision by mail as he may consider proper. On request of either disputant the Arbitration Appeals Committee shall hear oral argument, but no new evidence shall be heard in the appeal of any case.

(h) Request for oral argument may be made at any time from filing of the notice of appeal until the appellee files his answer. The chairman of the Arbitration Appeals Committee shall set the date for oral argument as soon as practical. Appellant shall have one hour for opening statement; appellee shall have one hour and fifteen minutes for his argument; and the appellant shall have fifteen minutes confined to rebuttal argument.

(i) The expenses incurred incident to the meeting of the Arbitration Appeals Committee shall be borne by the Association, unless the

Committee meeting is held pursuant to a request for oral argument. All expenses incident to a committee meeting held to hear oral argument shall be met by the party or parties requesting oral argument. A party requesting oral argument shall be required to advance the amount necessary to cover the approximate expenses of the meeting, including a stenographic record as set forth in subsection (j) and the travel expenses set forth in section 8(j). Within ten (10) days after appointment of the Arbitration Appeals Committee, the National Secretary shall notify the requesting party of the approximate expenses thereof. The amount specified shall be advanced by the requesting party no later than ten (10) days after notification from the National Secretary. If both parties request oral argument, the amount paid in advance by one party shall not exceed one-half of the estimated amount. Failure to advance approximate expenses required hereunder may be grounds for deciding the appeal without oral argument. After the Committee determines and fixes the actual amount of additional expense incurred the party or parties advancing expenses hereunder shall be given a refund or billed by the National Secretary for the difference between the approximate amount advanced and actual costs.

(j) In the event of oral argument, the National Secretary shall make the necessary arrangements for the taking of an official stenographic record of the appeal arguments. The party or parties requesting the oral argument shall pay the cost of such record directly to the National Secretary in accordance with the normal procedure for paying the hearing costs. The National Secretary shall pay the reporting agency in accordance with their agreement. The stenographic record shall be made a part of the official transcript of the case.

(k) Where a party has failed to file appeals papers in accordance with the time limits specified in this section that party shall be deemed in default except that the National Secretary may for good cause shown extend the time limits specified herein for a period no longer than twenty (20) days from the end of the specified time period. Requests for extension of time must be made prior to expiration of the specified time period. No extension of time shall be granted for filing of a notice of appeal. Any extension so granted must be in writing, and a copy thereof sent to both

visited 12/2/10

## NGFA Arbitration Rules

parties.

### Miscellaneous

#### Section 10.

(a) Whenever any papers, documents, or pleadings are required to be filed, there should be filed with the National Secretary six (6) copies thereof. One copy shall be mailed by the National Secretary to the adverse party. In cases involving more than two parties, the National Secretary may adjust the number of copies required to be filed. This rule shall apply with equal force and effect to the petition, complaint, exhibits, answers, and cross complaints, and any and all other papers that either party desires to or may be required to file.

(b) In computing time, the first day shall be excluded and the last day included. If, however, the first or last day falls on a Saturday, Sunday, or a national legal holiday, then the next business day shall be considered the first or last day. The final date for filing required documents or papers in any proceedings under these rules shall be midnight

of the stated final day.

(c) Registered, certified or express receipts shall be used to determine the timeliness of any filing in accordance with the several periods of time specified in Sections 7, 8 and 9 of these Arbitration Rules. As used throughout these Rules, the term "filing" shall mean the time at which the document is mailed, first class mail, postage prepaid, or by a recognized overnight delivery service. No extension of time shall be granted for filing a notice of appeal. All time limits placed on the National Secretary shall begin on the date the National Secretary receives the document or request which triggers his obligation.

(d) Parties subject to these rules shall be deemed to have consented to confirmation and enforcement of arbitration awards in any federal or state court having jurisdiction thereof. This provision shall not be construed to limit confirmation or enforcement of arbitration awards in foreign jurisdictions also having such jurisdiction.