



XI. MISCELLANEOUS PROVISIONS

Settlement

If the parties reach a settlement during the arbitration, the arbitrator will terminate the arbitration upon written notice by all parties. (IFTA Rule 16.1). If the parties agree, the settlement may be recorded by the arbitrator in the form of an award made on the agreed terms. (IFTA Rule 16.1). Any dismissal ordered as a result of a written notice of settlement should specify whether it is with or without prejudice. (IFTA Rule 16.1).

Extensions

The arbitrator, or the Arbitral Agent (before appointment of the arbitrator), may waive or extend any time period or procedural requirement on a showing of good cause, except as expressly provided otherwise in the IFTA rules. (IFTA Rule 16.2).

Jurisdiction

The arbitrator must follow arbitration procedures of the jurisdiction where the arbitration takes place in circumstances not specifically provided for in IFTA rules. (IFTA Rule 16.3).

Mediation

The arbitrator may engage in mediation of the dispute for the purpose of encouraging settlement, in accordance with applicable law and with the agreement of the parties. (IFTA Rule 16.5). If the arbitrator does so engage, however, the arbitrator may no longer serve as arbitrator on that matter. (IFTA Rule 16.5).

Publication

IFTA may publicize information concerning arbitrations and the parties, as well as the awards from those arbitrations, notwithstanding any contrary provision in the parties' contract. (IFTA Rule 16.6).

Termination of Arbitration

IFTA may decline or terminate any arbitration if IFTA decides it is impractical, impossible, unnecessary, or unwarranted for IFTA to commence or continue to administer the Arbitration. (IFTA Rule 16.7). Such action will not prejudice the parties' rights to initiate further proceedings elsewhere. (IFTA Rule 16.7). If such an action is taken, the Arbitral Agent must inform the parties. (IFTA Rule 16.7). Notably, IFTA must abide by all relevant court orders compelling administration of an arbitration, including any arbitration previously declined under this rule. (IFTA Rule 16.7).

All filing fees for a declined arbitration are refundable, but filing fees for a terminated case are non-refundable. (IFTA Rule 16.7).

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